



# GENERAL PROVISIONS OF TRADING TERMS

 **RoboMarkets**

ROBOMARKETS LTD  
169-171 Arch. Makarios III Ave., floor 8,  
3027, Limassol, Cyprus



ROBOMARKETS LTD

169-171 Arch. Makarios III Ave., floor 8,  
3027, Limassol, Cyprus

## GENERAL PROVISIONS OF TRADING TERMS

1. RoboMarkets Ltd (hereinafter referred to as "the Company") provides an opportunity to perform trading operations with different instruments during the trading sessions that are intended for trading these particular instruments. The trading session schedule for every instrument can be found in [Contract Specifications](#) section of the Company's website.
2. The Client has the right to make the following orders: to open position, to close position, to place pending order, to modify or to delete pending order.
3. Client's orders to open position, to close position, to place pending order, to modify or to delete pending orders should be made through Client's terminal.
4. The time of processing the Client's orders is not a fixed parameter as it depends on the market conditions and the speed of order execution on the side of the Company's partners.
5. For those types of accounts, spread for which is specified in the comparison table of [Account Types](#) as "floating", spread specified in the [Contract Specifications](#) is not fixed and depends on the market condition
6. The Company holds a responsibility to provide a true history of transactions in Client terminal for the period specified for this account type in comparison table of account types on the Company's website in [Trading Accounts](#).
7. The Client holds responsibility for transactions made in the trading account.
8. Transactions to buy should be made at Ask price. Transactions to sell should be made at the Bid price.
9. Long positions should be opened at Ask price and closed at the Bid price. Short positions should be opened at the Bid price and closed at Ask price.
10. Some of the Instruments that are available for trading may be of an OTC nature. Such instruments aren't traded on regulated markets. The Client acknowledges that the market price of OTC instruments may differ from rates quoted by other brokers or prices on the same underlying asset that is traded on a regulated market.
11. When opening position, Client should deposit a Margin, the value of which depends on leverage available to Client.
12. If there are any locked positions on the Client's trading account, the Client should have a sufficient hedged margin which size is set forth on the Client terminal in instrument specification.
13. During the last hour before the market closing prior to the weekend or holidays, the Company has the right to refuse to execute the Client's orders to increase positions, if the total volume of all open positions (in the currency of trading account) is 100 times higher than the Equity on the Client's account.
14. The Company has the right to change the leverage of the trading account in case the open position on this account does not comply with the leverage requirements:
  - a) In case the Position is equal or less than \$50,000,000, the admissible leverage is 1:500;
  - b) In case the Position is from \$50,000,000 to \$200,000,000, the admissible leverage is 1:200;
  - c) In case the Position exceeds \$200,000,000, the admissible leverage is 1:100.
  - d) The Company bears no responsibility for the Client's not having enough Margin to maintain his open positions at the moment when the Client's account leverage is changed.
15. All the positions, which are open from 11.59.30 pm to 11.59.59 pm, server time, must be transferred to the next day.
16. In case of transferring open positions to the next day, storage (swap, financing fee) is charged. It can be either positive or negative. Storage (swap, financing fee) value for each instrument is specified in [Contract Specifications, Trading Conditions](#).
17. In an order to open position, Client should specify the name of the instrument and the amount of transaction. In an order to close position, Client should specify the order number.
18. When an order is received, the trading account will be checked for available assets (Free Margin). In case the initial margin and/or hedged margin for a position to be opened exceeds free margin in the trading account, Client will get a denial with a comment "Not enough money".
19. After receipt of a Client's order, the server enquires it for processing. When an order is enquired, Client is acknowledged about it by a message "Order is accepted". When an order is waiting for executing in a queue, Client has the right to cancel it.
20. Just when an order leaves a queue for executing, Client is acknowledged by the message from server "Order is in process". The Client cannot cancel the order in case it has been accepted for execution.
21. When processing Client's order in Instant Execution mode, the price quoted in the order is compared with the current price. If the order can be executed at the current price, it

TEL: +357-25-123275 FAX: +357-25-580077 EMAIL: [info@robomarkets.com.cy](mailto:info@robomarkets.com.cy) WEB: [www.robomarkets.com.cy](http://www.robomarkets.com.cy)

AUTHORIZED AND REGULATED BY THE CYPRUS SECURITIES AND EXCHANGE COMMISSION

LICENSE No: 191/13 | REGISTRATION NUMBER: HE310464



will be executed. If the current price has changed, the Company has the right to decline this order (in this case, Client receives "Off Quotes" message) or offer to execute the order at the new price ("Requote"). The Client has 3 seconds to accept new price or cancel resending the order. Agreeing to "Requote" doesn't guarantee that the transaction will be made, it only means that the order will be present at the newly offered price. In case of Market Execution, execution of Client's order will be made at the current price at the moment of order execution.

22. All Clients' orders are registered in the server's log-file by making appropriate records.
23. A Client's order to open position is considered to be executed and a position is considered to be opened after an appropriate record has been made in the server's log-file.
24. A Client's order to close position is considered to be executed, and a position is considered to be closed after an appropriate record has been made in the server's log-file.
25. A Client's order to close a position will be declined in the case the moment of its receipt the position is under Stop Loss or Take Profit execution. At that, Client receives the message "Off quotes".
26. The Client has the right to place the following pending orders:
  - a) Buy Stop – an order to open long position at the market price, when the future Ask price reaches the specified value. This type of order is placed higher than the current Ask price;
    - b) Sell Stop – an order to open short position at the market price, when the future Bid price reaches the specified value. This type of order is placed lower than the current Bid price;
    - c) Buy Limit – an order to open long position at the price, which is not worse than the price specified in the order. This type of order is placed lower than the current Ask price. This order will be executed as a market order on execution venues making slippages possible;
    - d) Sell Limit – an order to open short position at the price, which is not worse than the price specified in the order. This type of order is placed higher than the current Bid price. This order will be executed as a market order on execution venues making slippages possible;
    - e) Stop Loss – an order to close a position at the market price, when the future price reaches the specified value. This order is intended to minimize losses in case the price of financial instrument starts moving towards loss. Such an order is always associated with an open position or

pending order. Bid price is used to check condition of this order for long position, and Ask price – for short positions;

f) Take Profit is an order to close a position at the price not worse than the specified value. This type of order is intended for taking profit when the financial instrument price hits the expected level. When the order is executed, the position is closed. It is always associated with an open position or pending order. The bid price is used to check the condition of this order for a long position and Ask price – for short positions. This order will be executed as a market order on execution venues making slippages possible;

g) The Client has the right to attach the orders Stop Loss and/or Take Profit to the orders Buy Stop, Sell Stop, Buy Limit and Sell Limit. After pending order triggering, its Stop Loss and Take Profit orders will be automatically attached to an open position;

h) Stop Loss and Take Profit shall be executed only for an open position and shall not be executed for any pending orders.

27. In a direction to place pending order, Client should specify the following:
  - a) Compulsory parameters: instrument, volume, order type (Buy Stop, Sell Stop, Buy Limit, Sell Limit), price level;
  - b) Optional parameters: Take Profit price level, Stop Loss price level, expiration time of pending order;
28. A pending order will be denied in case of wrong input of compulsory or optional parameters;
29. The Company has the right to refuse the Client's request to place a pending order if the equity on the Client's trading account is less than the margin required for the execution of the order;
30. A pending order will be denied in case a price level in the order does not comply with condition "Limit & Stop Levels" in the [Contract Specifications](#);
31. Condition "Limit & Stop Levels" assumes that pending order cannot be placed closer than within a minimal number of points against current price. The values of "Limit & Stop Levels" for each instrument are specified in the Contract Specifications on [Contract Specifications](#);
32. The Client's direction to place an order is assumed to be executed and an order is assumed to be placed after an appropriate record is made in the server's log-file;
33. To modify the orders, Buy Stop, Sell Stop, Buy Limit and Sell Limit, Client should specify price level, Take Profit value and Stop Loss value.



34. To modify Take Profit and/or Stop Loss attached to open position, Client should specify Take Profit value and/or Stop Loss value.
35. In case a pending order has been accepted for execution, it cannot be modified or deleted.
36. To delete Take Profit and Stop Loss, it is necessary to specify zero price value for these orders.
37. A direction to modify or to delete an order is assumed to be executed, and an order is assumed to be modified or deleted after an appropriate record has been made in the server's log-file
38. Buy Stop order will be queued for execution in case current quote Ask has become equal or higher than order level.
39. Sell Stop order will be queued for execution in case current quote Bid has become lower than order level.
40. Buy Limit order will be queued for execution in case current quote Ask has become equal or lower than order level.
41. Sell Limit order will be queued for execution in case current quote Bid has become equal or higher than order level.
42. Take Profit order associated with an open long position will be queued for execution in case current quote Bid has become equal or higher than order level.
43. Stop Loss order associated with open long positions will be queued for execution in case current quote Bid has become equal or lower than order level.
44. Take Profit order associated with an open short position will be queued for execution in case current quote Ask has become equal or lower than order level.
45. Stop Loss order associated with a short position will be queued for execution in case current quote Ask has become equal or higher than order level.
46. At the moment of execution of Buy Stop, Sell Stop, Buy Limit and Sell Limit orders, checking of Client's account for available Free Margin takes place. In case there is not enough Free Margin for position open, the order will be deleted with the comment "Not enough money".
47. Buy Limit, Sell Limit and Take Profit orders will be filled either at the exact price set by the Client or at a price with slippage due to that fact that the Company doesn't require a margin at the moment of submitting of such an order and transmits Limit orders to Liquidity Providers as Market orders.  
Buy Stop and Sell Stop Orders with associated Take Profit orders shall be canceled in case of a price gap, the first quote after which is a trigger for execution of stop order and Take Profit set for this Order.
48. The Company has the right to change the values of spreads, swaps (financing fee), and dividends specified in the on [Contract Specifications](#); without informing the Client about it in advance.
49. Pending order is considered to be executed after an appropriate record in server's Log-file has been made.
50. In case Margin Level on Client's trading account becomes equal or lower than Stop Out value, the Company has the right to close all open positions on the Client's trading account compulsory at the current market price without any preliminary notification and the Client's consent. Stop Out values for each of account types are specified in comparison table of account types on [Account Types](#) or in the [Contract Specifications](#).
51. When Stop Out takes place on the MetaTrader5 platform, the most losing position will be closed. When Stop Out takes place on MetaTrader4, all positions will be closed. When Stop Out takes place on R Trader platform, all positions will be closed;
52. Compulsory close of positions takes place in an automatic regime and is followed by an appropriate record in server's log file.
53. In some cases, positions can be closed compulsory with obligatory notification of Client within one working day in case Margin Level in Client's trading account has decreased below Margin Call value.
54. Corporate actions: any actions taken by an issuer, whose listed securities are associated with the financial instruments traded through the Company trading platform(s), including but not limited to instances of:
  - (i) Stock split,
  - (ii) Reverse stock split,
  - (iii) Right issue,
  - (iv) Merger and takeover and
  - (v) Cash Dividends.
  - (vi) Shares Dividends.
55. In case the Client has an open long position in a trading instrument when ex-dividend date for this instrument takes place, the sum equal to the paid dividend will be transferred to the Client's account. In case the Client has an open short position in a trading instrument when ex-dividend date for this instrument takes place, the sum equal to the paid dividend will be withdrawn from the Client's account. The Company is not liable for the Client's timely monitoring of the ex-dividend dates for those shares, CFDs on which the Client is trading. This information is in public access on theme-based websites.



The Company may, at its own discretion, claim or reclaim tax credits on dividends. As the Company will hold your instruments in one or more pooled accounts, you may receive dividends or distributions net of applicable Taxes, which has been paid or withheld at rates that are less beneficial than those that might apply if the Instruments were held in your own name.

56. In the event of corporate action (other than a cash dividend payout), the company reserves the right to close the client's positions at the last market prices.

In the event, the Client maintains a short position on ex-dividend date and has insufficient free equity in their trading account to cover the reserve cash adjustment, the Company reserve the right to close the Client's open positions. Under such circumstances, the reserve cash adjustment shall be deducted from the trading account's balance.

The Client accepts the Company retains no requirements to notify the Client in the event a trading account maintains insufficient free equity to cover a reserve cash dividend for a short position.

57. In situations when there is a significant reduction of liquidity, the Company has the right to prohibit trading some particular instrument or several instruments or make the trading allowed in "Close Only" mode.

58. The Client agrees that intensity of sending trading queries from his terminal to the Company's server mustn't create an overload, which interferes with the execution of other Clients' orders. The Company has the right to stop processing the Client's orders in the case of this constant violation by the Client.

59. Specific trading conditions, fee's policy, execution policy, terminology can be applied to trading accounts on R Trader trading platform. The Stock Contract Specifications can be found in the [Stock Trading Conditions](#).

a) Specific leverage restrictions may apply to certain instruments. The company may, in its sole discretion, amend the margin requirements, on a case by case basis, on all or any transactions(s) of the Client, by providing the Client, where reasonable, with notice.

b) Specific leverage restrictions may apply when opened position(s) held overnight. The Client shall remain responsible to regularly consult the contract specifications of such financial instruments, available online in Contract Specification on the Company's Website.

c) Specific short selling restrictions may apply for financial instruments. The Client shall remain responsible to regularly consult the contract specifications of such

financial instruments, available online in Contract Specification on the Company's Website

d) The Company has the right to change leverage in case the trading account Equity does not comply with the leverage conditions. The Client shall remain responsible to regularly consult the contract specifications of such leverage condition, available online in Contract Specification on the Company's Website.

e) The Company bears no responsibility for the Client's having enough Margin to maintain his open positions at the moment when the Client's account leverage is changed and bears no responsibility or consequences of the changes stated.

f) Depending on trading strategies used by a Client, the Company has a right to decrease leverage on the Clients' account in order to mitigate Clients' risk.

60. There are situations, when the market volatility prevents clients from keeping their accounts balance in the black. In these cases, RoboMarkets resets their accounts balance to zero. It happens automatically in cases the client's account balance becomes negative (Negative Balance Protection). More information can be found on the [website](#).

#### 61. Position Closure and Expiration Rules:

- **Position Closure:** The company will close positions in instruments with an expiration date when the US Stock market session opens on the contract expiration date specified in the "Contract Specifications" document. The closure will occur at prevailing market prices

- **Cancellation of Orders:** Pending orders for expiring instruments will also be cancelled at the time of closure

#### Trading Restrictions:

- **New Positions:** Opening new positions in these instruments is prohibited on both the day of expiration and the trading day immediately preceding the expiration date indicated in "Contract Specifications"

- **Client Responsibility:** Clients are solely responsible for the timely monitoring of expiration dates for these instruments. The information for each ticker symbol is publicly available on the stock exchange website where the instrument is traded and is also provided in the "Contract Specifications" section on the Company's website

## COMMISSION AND TAXES

1. There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be



payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his trades.

2. Before the Client begins to trade, the Client should obtain details of all commissions and other charges for which the Client will be liable. If any charges are not expressed in money terms (but for example as a dealing spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
3. Before the Client begins to trade, he should make himself aware of all commissions and other charges for which he will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), he should ensure that he understands what such charges are likely to amount to.
4. There is a risk that the Client's trades in any Financial Instruments including Derivative Financial Instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client is responsible for any taxes and/or any other duty which may accrue in respect of his trades.

## FOREIGN CURRENCY

When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price, and performance and may lead to losses for the Client.

## MARGINING ARRANGEMENTS

### Margin Call

1. The Client agrees to pay the Company to cover the margin as is required from time to time under:
  - a) The Rules or any relevant Market (if applicable).
  - b) As the Company may in our discretion reasonably require for the purpose of protecting itself against loss or risk of loss on present, future or contemplated Transactions under this Agreement.
2. If at any time Equity falls below a certain percentage (specified in the Contract Specifications) of the Necessary Margin, the Company has the right to close any or all of the

Client's Open Positions without the Client's consent or any prior Written Notice to him.

3. In order to determine if the Client has breached this section, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.
4. It's the Clients sole responsibility to ensure additional margin is invested to meet the Company's margin requirements so that liquidate of any or all open positions ("Margin Call") does not occur.
5. Once notified, the Client must comply in full with the Margin Call regardless of any currency value fluctuations and irrespective of any recovery in the market value of the subject open positions. The Client may not increase or establish any new open positions while any Margin Call remains unsatisfied.
6. Margin does not represent the total extent of the Clients financial liability to the Company as the Client is liable for all losses in respect of any Transaction and any other costs or payments due under the Agreement.
7. The Client acknowledges and agrees that any waiver of margin or failure to meet a Margin Call requirement cannot be relied upon, or treated as an act, omission or representation to the current value of any of the Clients open currency position with the Company.
8. The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.
9. The Company has no obligation to make Margin Calls for the Client.
10. Margin must be paid in monetary funds in the Currency of the Client Account.
11. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

### Margin

1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.



2. It is the Client's responsibility to ensure that he understands how a Margin is calculated.
3. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client two (2) Business Days Written Notice prior to these amendments. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.
4. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

### Force Majeure

1. A Force Majeure Event includes without limitation each of the following:
  - a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
  - b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
  - c) Labor disputes and lock-out;
  - d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
  - e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
  - f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company);
  - g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to fix the default;

- h) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes or the imposition of limits or special or unusual terms on trading in any such market or on any such event;
2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:
    - a) Increase Margin requirements without notice;
    - b) Closeout any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
    - c) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
    - d) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client, and other clients;
    - e) Increase Spreads;
    - f) Decrease Leverage;
  3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

### ARBITRAGE

1. Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on the RoboMarkets Online Facility do not accurately reflect the market rates. The concept of arbitrage or taking advantage of these Internet delays cannot exist in a Market where the Client is buying or selling directly from the market maker. The Company does not permit the practice of arbitrage on the RoboMarkets Online Facility. Transactions that rely on price latency arbitrage opportunities may be revoked. The Company reserve the right to make the necessary corrections or adjustments on the account involved. Accounts that rely on arbitrage strategies may at our sole discretion be subject to our intervention and our approval of any orders. The Company has the right to regard as non-market the transactions at



ROBOMARKETS LTD

169-171 Arch. Makarios III Ave., floor 8,  
3027, Limassol, Cyprus

the trading server, in case there are objective reasons for that. Any dispute arising from such quoting or execution errors will be resolved by the Company in its sole and absolute discretion.

2. The Company shall have any obligation to contact the Client and advise the Client upon appropriate action in light of changes in market conditions or otherwise.
3. The Client acknowledges that the Market is highly speculative and volatile and that, following the execution of any transaction, the Client is solely responsible for making and maintaining contact with the Company for the purpose of monitoring the position and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, the Company can give no assurance that it will be possible for them to contact the Client and the Company accepts no liability for loss alleged to be suffered as a result of any failure by the Client to do so.
4. The Client agrees to indemnify and hold the Company, its Affiliates, and any of its directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees, incurred in connection with the provision of the services under this Agreement to the Client provided that any such liabilities, losses, damages, costs, and expenses have not arisen for our negligence, fraud or willful default.

**TEL:** +357-25-123275 **FAX:** +357-25-580077 **EMAIL:** [info@robomarkets.com.cy](mailto:info@robomarkets.com.cy) **WEB:** [www.robomarkets.com.cy](http://www.robomarkets.com.cy)

AUTHORIZED AND REGULATED BY THE CYPRUS SECURITIES AND EXCHANGE COMMISSION

LICENSE No: 191/13 | REGISTRATION NUMBER: HE310464