



Approved by  
Levelit Capital Markets LLC Director  
O.V. Volkov  
, 2022

## Policy for Giving, Processing and Execution of Client Orders for Underlying Asset Price Fixing in Transactions with Non-Deliverable Over-the-Counter Financial Instruments

**Minsk 2022**

## Introduction

This Policy for Giving, Processing and Execution of Client Orders for Underlying Asset Price Fixing in Transactions with Non-Deliverable Over-the-Counter Financial Instruments (hereinafter – the “Policy”) has been developed in compliance with the Decree of the President of the Republic of Belarus dated 04.06.2015 No. 231 *On Carrying Out of Activities on Over-the-Counter Forex Market*, the Charter and other bylaws of Leverage Capital Markets LLC (hereinafter – the “Forex Company”) to establish general procedure for giving, processing and execution of Client orders for underlying asset price fixing in transactions with non-deliverable over-the-counter financial instruments.

Leverage Capital Markets LLC is entered on the Register of Forex Companies which is confirmed by Certificate of Inclusion on the Register of Forex Companies of 11.03.2020 No. 21 issued by the National Bank of the Republic of Belarus.

The Client’s orders for underlying asset price fixing in transactions with non-deliverable over-the-counter financial instruments (hereinafter – the “Orders”) shall be given, processed and executed via the Forex Terminal.

The Forex Company shall notify the Clients of any amendments to the Policy not later than 10 calendar days before such amendments enter into force by posting respective information at the Forex Company’s website in the Internet global computer network.

For your benefit and protection, please make sure that you allow sufficient time to read this and any other additional documentation and information available at our website fxpn.by before the account opening and/or carrying out any activity with us. Please contact us for further clarifications or seek independent professional consultation (if necessary).

## 1. GENERAL PROVISIONS

1.1. Transactions with non-deliverable over-the-counter financial instruments (hereinafter referred to as the “Transactions”) are carried out by the Forex Company on the basis of the Client Agreement concluded with the Client (hereinafter – the “Agreement”). Under the terms and conditions of the Agreement the Forex Company assumes obligations to carry out the Transactions initiated by the Client on its own behalf and at its own expense. Unless otherwise specified, terms and definitions used in this Policy have the same meanings as in the Terms and Conditions of Transactions with Non-Deliverable Over-the-Counter Financial Instruments in Leverage Capital Markets LLC (hereinafter – the “Terms and Conditions”).

1.2. In order to exercise rights and perform obligations imposed on the parties by the Agreement and this Policy, the Forex Company shall open Accounts to the Clients to be used for carrying out of the Transactions in the Forex Terminal.

## 2. TYPES OF ORDERS

2.1. There are two types of Orders for the underlying asset price fixing: Market and Deferred Orders.

2.2. Market Order is an order for the underlying asset price fixing at the current price. Execution of this Order leads to a position opening or closing at the current moment. Giving a Market Order for the position opening, the Client may, at the time of giving such order and at any moment after the position opening, create Deferred Orders for the position closing when "Stop loss" and/or "Take profit" levels are reached. At the moment of giving the Order for execution a specific price requested by the Client may be unavailable. Thus, Order will be executed close to the requested price or will differ by several pips from it. Situation when execution price is better than the price requested by the Client is called "Positive slippage". On the contrary, situation when execution price is worse than the price requested by the Client is called "Negative slippage".

2.3. Deferred Order is an Order for the position opening in the future at the price established in such order. This Order is used to open the position provided that the future quotations reach the price of underlying asset established by the Clients in the specific Order.

2.4. Any Order (market or deferred) is always an Order to buy or to sell. Purchase always takes place at the price Ask, while sale – at the price Bid, corresponding to the current market price.

2.5. Market and Deferred Orders shall be accepted and executed according to the transaction schedule for the selected financial instrument.

2.6. The Client agrees that in certain trading conditions (including without limitation high market volatility or non-liquidity and market gaps) it may become impossible for the Forex Company to execute Deferred Orders at the quoted price. In such conditions we reserve the right to execute the Order or change opening and/or closing price to provide the closest market price. In such cases when Deferred Order and respective Stop loss/Take profit work simultaneously, the position shall be opened at the current market price, while the attached Stop loss/Take profit shall be removed. Once this is done, the Client shall be responsible for respective control of his/her open position.

## 3. LEVERAGE PROVISION RULES

3.1. Leverage for each underlying asset (group of underlying assets) is specified at the Forex Company's website fxpn.by, as well as in the news and messages about the Leverage changing.

3.2. The Client shall deposit and maintain margin security required for opening of the positions and/or margin security for locked positions in the amount established by the Forex Company.

3.3. Margin security for locked positions shall be fixed at the moment of position opening.

3.4. The Forex Company is not responsible for forced position closing at the Client's Account due to untimely arrival of margin security to the Client's Account.

#### 4. RULES OF GIVING, PROCESSING AND EXECUTION OF CLIENT ORDERS IN THE FOREX TERMINAL

4.1. The Forex Company provides an opportunity to the Client to carry out Transactions in the Forex Terminal with the Instruments under the terms and conditions set forth by this Policy, the Agreement, the Terms and Conditions, at the Forex Company's website and/or specified in individual agreements between the parties.

4.2. The Forex Company reserves the right to alter the terms and conditions for carrying out of the Transactions in the Forex Terminal unilaterally before weekends and holidays, as well as at low liquidity subject to the provisions of the Agreement and the Terms and Conditions.

4.3. Margin security level value for the position opening (with regard to the position to be opened) shall be at least 100% (hundred percent) in the Forex Terminals using this concept. Each Open Position in the Forex Terminal will be assigned a Ticket.

4.4. Material conditions of any Transaction in the Forex Terminal to be agreed upon are as follows:

- Instrument;

- Type of Transaction in the Forex Terminal: purchase (BUY) or sale (SELL) of the Instrument, and closing of the current position (CLOSE);

- Volume of the Transaction in the Forex Terminal in the number of Lots, Instrument measuring units or a certain amount in the funds accounting currency at the Client's Account with regard to the Leverage. The volume of the Transaction in the Forex Terminal shall be divisible by the minimum allowable value of the agreed Instrument. Information about the minimum volume of the Transaction in the Forex Terminal is available at the Forex Company's website, as well as on the server of the Forex Company. In the event of conflicts, the information on the server of the Forex Company shall prevail;

- Instrument Price (where it is possible for selected Forex Terminal/Execution Types).

4.5. Communication between the Client and the Forex Company with the aim to agree the Transactions in the Forex Terminal takes place in the form of requests, suggestions and/or confirmations sent by the Client, and replies to requests, as well as confirmations, reports and abstracts sent by the Forex Company. The documents and messages specified in this clause shall be formed, delivered and logged with the help of the Forex Terminal.

4.6. Agreement of material conditions of Transactions in the Forex Terminal may be performed only during the Transaction Day and by exchange of messages in the electronic form via the Forex Terminal connected to the Internet global computer network;

4.7. At the time of Position Opening a commission for respective Transaction in the Forex Terminal may be written off from the Client's Account depending on the type of Forex Terminal and/or Instrument. Types of commissions and the order of calculation thereof are set forth by the Terms and Conditions. Amounts of commission, as well as a list of Instruments for the Transactions with which in the Forex Terminal the commission is charged, are specified at the Forex Company's website, as well as on the server of the Forex Company. In the event of conflicts, the information on the server of the Forex Company shall prevail.

4.8. In the absence of the effective price for the Instrument on the server of the Forex Company, no Transactions may be executed in the Forex Terminal with this Instrument.

4.9. The Forex Company may, from time to time and at its sole discretion, establish and change the conditions determining the procedure for carrying out of the Transactions in the Forex Terminal, including without limitation the volume of Transactions in the Forex Terminal, Open Positions, Types of Execution of Orders, Forex Terminal selection conditions, Stop-out level, Pledge requirements, requirements to commissions for carrying out of the Transactions in the Forex Terminal, time for Transactions in the Forex Terminal, etc., as well as deny servicing or work in the specific Forex Terminal to the Client.

4.10. The Client agrees that his/her order for the Transaction in the Forex Terminal may be left unexecuted or partially executed when the instrument liquidity is insufficient.

4.11. The Forex Company may suspend access of the Client to the Forex Terminal if the Client generates non-productive load on the server of the Forex Company by using different types of advisors/robots or other software installed for automatic or semi-automatic carrying out of the Transactions in the Forex Terminal.

4.12. The Forex Company may forcibly close the Client's Open Positions where provided for by the Terms and Conditions.

4.13. The accepted deferred orders shall be deemed valid unlimitedly long until they are cancelled by the Client, or executed, or closed due to insufficient margin security, or cancelled by liquidity provider.

4.14. The Client may not change or remove effective and deferred orders if the price has reached the order execution level.

4.15. Transactions carried out at non-market quotations shall be cancelled. Transaction cancellation means restoration of balance and other parameters of the Account to the values that existed before the Transaction executed by the Client at the non-market quotation.

4.16. In the event of unforeseen situations, including technical failures, as well as other events beyond the parties' reasonable control (force majeure), preventing exact determination of the value of the Client's current financial result for the open positions, the Forex Company may cancel the result of any type of orders executed at the quotations during failure. The Forex Company shall not indemnify the Client for the loss of profit from such orders. The Client's references to other sources of quotation shall be disregarded.

4.17. In certain cases, transactions at the side of liquidity provider may be cancelled or withdrawn. This being the case, the Forex Company may cancel respective Transaction of the Client. Confirmation of the transaction cancellation will be documented and provided to the Client by giving a notice using available means of communication within two days after the transaction cancellation at the side of liquidity provider.

4.18. The size of spread, swap and other commissions for all underlying assets is specified at the Forex Company's website.

## 5. TRANSACTION COPYING.

5.1. "Social" tab in Sirix platform provides real-time access for the Forex Company clients to the transactions made by other clients in Sirix community. Social rating of Sirix (main type) contains the last 100 current transactions and pending orders made by other clients. The statistical data related to the history of transactions of each client since the account opening are available to help the clients who want to use a transaction copying service to select a suitable example for copying from those of the clients participating in Sirix social rating. As soon as the client has joined the Sirix community, the information on the transactions carried out by such client will be available to other community members.

## 5.2. Registration in the community

In order to get access to the Sirix community, view the profiles and automatically copy the transactions, the client shall register and join the community. To do this, the client shall choose a nickname and avatar or upload his or her photo, accept the terms and conditions and click “Join”. A flag of the client’s country of stay may appear in the top left corner of the avatar.

## 5.3. Rating

“Leaders” window contains information about 10 clients who, according to the algorithm, are worth following. The algorithm takes into account the number of days passed since the account opening, annual profit / loss and the maximum drop. “Information” window shows the client randomly selected from the list of best clients. Groups used to determine the best client: 10 most copied transactions, the highest annual profit / loss, and the highest monthly profit / loss. The window will update every 10 minutes or by clicking “Update” to the left from the client’s nickname.

The client’s monthly profit / loss is shown in the bottom left corner, while the category by which the client was selected is shown in the bottom right corner. “Public” window contains information about current transactions and pending orders made by the clients who are members of Sirix community. Each transaction profile contains information about the transaction, profit percentage and the number of clients it was copied by.

## 5.4. Client search

Find a specific client by entering his or her nickname in the Sirix search window. Select from the following categories: “Top best”, “Most popular, and “Most profit-gaining”. All the parameters refer to the time period of 1 year. By choosing “Advanced search” you will get access to numerous search parameters: “Profit / loss”, choose the desired level of profit and loss; “Share of successful transactions”, choose the desired level of success; “Maximum drawdown”, percentage difference between the most and the least profitable transactions.

## 5.5. Client’s profile viewing

The community members may view each other’s profiles by clicking the client’s avatar or nickname. To view your profile, click your account name in the top right corner of the screen. Each page of the profile will contain the following information:

1. Nickname and avatar. Date of the client’s account opening will be shown under his or her photo.
2. Profit / loss schedule shows total daily profit / loss for the requested period and daily profit / loss for the requested period.
3. 12 last transactions of the client in “Client channel” window (“Trader channel” according to Sirix platform terminology).
4. “View” button – click to add this client to the “Clients observed by me” list in the window “Social”.
5. “Copy” button – press to copy the transactions of this client.
6. “Statistics” – different statistical information about the client.
  - a. “Days in system” – number of days during which the client has made transactions with this account.
  - b. “Success rate” – percentage of lucrative transactions in the client’s portfolio for the requested period.
  - c. “Average daily profit / loss” for the requested period.
  - d. “Maximum drawdown” – drop in % from the highest level of daily profit / loss to the lowest one during the requested period.
  - e. “Best position” – the highest percentage of profit gained from one transaction for the requested period.
  - f. “Worst position” – the worst opened transaction (from the point of view of profit) during the requested period.

g. “Risk level” – general risk level of positions (open and closed) per 1 year. To copy another client, click “Copy” in his or her profile or open “Copy” tab. Enter the amount for copying transactions of this client.

5.6. The clients who may interest you are shown at the bottom of the screen in “Offers” section. The system will present 6 clients out of “Most profit-gaining” and “Most copied” ones in Sirix.

#### 5.7. Portfolio

“Portfolio” tab provides access to a summary of client’s transactions available in the form of table or circular diagram. Information can be requested for a certain period; therefore, both long-term and short-term statistics is available. It shows the history of the client’s transactions by each underlying asset providing information about a share of completed transactions as percentage of profit and loss, as well as about the number of profitable and adverse positions.

#### 5.8. Community

The community tab shows relations of the selected client with the community:

“Observers” are persons observing the client. “Observation” means persons observed by this client. “Copied” means persons who automatically copied the client’s transactions. “Copy” means persons whose transactions are copied by this client.

#### 5.9. Positions

“Positions” tab presents information about the client’s positions for the previous year – opened, incomplete and closed. The information displayed includes underlying assets, transaction direction, rates, transaction closing time, profit and the client it was copied from (if copied).

#### 5.10. Automatic copying

The copying client may allocate funds for copying another client’s transactions and still perform transactions manually. If the copying client is short of funds for the transaction, such transaction will not be copied. The copying client will not be able to allocate a sum exceeding his or her capital. The transaction will not be copied if the available rate differs from the original one. The transaction will not be copied if the copying client is in conditions restricting the transaction. In copying a transaction, percentage of profit and losses of the copied transaction may differ from the original transaction due to temporary failure and market movement between the original transaction confirmation and transaction copy confirmation. Allocating your money, you can provide a certain amount for copying transactions of other clients in proportion to the free margin security.

Examples: 1. A client allocates USD 1000 for copying transactions of a successful client having a balance of USD 10 000. If the successful client opens a transaction for USD 100 000, a copied transaction for USD 10 000 will open on the copying client’s account. 2. A client allocates USD 1000 for copying a transaction of a successful client having own capital of USD 100. If the successful client opens a transaction for USD 1000, the copied transaction for USD 10 000 will open on the copying client’s account. The allocated amount will automatically change together with the accrued profit / loss from the previous closed copied transactions. Example: The client has allocated USD 1000 for copying a transaction of a successful client and gained profit of USD 200 due to the closed transaction copied from the same client. The allocated amount will automatically change together by USD 1200. Thus, a larger amount can now be allocated for transaction copying. It should be noted that allocation of funds does not limit the accepted risk to the allocated amount. The information not available to the broker, such as repeated withdrawals / funding of margin security by the client whose transaction is copied, can change the amounts of copied transactions and may pose a risk.

##### 5.10.1. Copying a transaction in a certain amount.

Another method can be available. Choose a fixed amount to be the size of each copied transaction. To choose this type of copying, choose the next field and enter the amount you would like to allocate whenever the client you copy opens a transaction.

As soon as you have chosen the desired type of amount allocation, click the button at the bottom of the window to start copying. You will get a message that you are copying this client. By copying this client, you automatically “observe” him or her. Click “Close” to continue. To stop copying the client, click the button now available in his or her profile. The client transaction copying cancellation will isolate all the copied open transactions from the main client and stop copying all the future positions. Now, the client is responsible for closing the copied open positions. If you are interested in a change of copying conditions, i. e. a change of the allocated amount, enter a new amount to be allocated.

5.11. The following situations may occur when the client whose transactions are copied makes a transaction but the transactions is not copied:

- a. The client has closed the position.
- b. The client whose transaction is copied had opened a position before the copying client started to copy him or her.
- c. At the moment when the client whose transaction is copied was opening this position the copying client had no permission to carry out transactions with respective underlying asset.
- d. The market was volatile enough and the requested rate was no more available.
- e. The conditions of making transactions on the account of the copying client limited the requested parameters of the copied transaction, such as minimum / maximum amount of the transaction.

## 6. OTHER PROVISIONS

6.1 Although the Forex Company transfers the Clients’ orders to external liquidity providers, it remains the only counterparty for its Clients in respect of execution of orders.

Working time: we are open 24 hours from 22:00:01 GMT on Sunday to 22:00:00 GMT on Friday.

Non-working time: from 22:00:01 GMT on Friday to 22:00.00 GMT on Sunday.

Holidays will be reported by us via the Forex Terminal internal mail.

Leverate Capital Markets LLC, registration number 193295922, included into the Register of Forex Companies kept by the National Bank of the Republic of Belarus on 11.03.2020, certificate No. 21, legal address: 69a-2 Minskaya str., office 34, Kolodischi, Kolodischi R/C, 223050, Minsk Region, Republic of Belarus