

# The regulations of trading and the rules of quotations

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## 1. General Information:

1.1 This regulations of trading and the rules of quotations (hereinafter - the «Regulations») of the company «By Trend LLC» (hereinafter - the «Company») define the order and conditions of the company's interaction with the client (hereinafter - the «Client») while performing by him/her trading operations with derivatives as a part of the purchase or sale transactions in provided trading platform broadcasting the quotations from the open sources, that are defined in details in the section 4 of the current regulations;

1.2 The regulations is published on the website of the company [www.bytrend.com](http://www.bytrend.com) (hereinafter - the website) and is an integral part of the client agreement that is also posted on the website.

## 2. Other terms and definitions to be found in the text:

«Derivative» is a financial security with a value that is reliant upon or derived from, an underlying asset or group of assets. The derivative itself is a contract between two or more parties, and the derivative derives its price from fluctuations in the underlying asset. The most common underlying assets for derivatives are stocks, bonds, commodities, currencies, interest rates, and market indexes. These assets are commonly purchased through brokerages;

«Ask price» is a higher price in the quotation. The price at which a client can buy a trading instrument;

«Bid price» is a lower price in the quotation. The price at which a client can sell a trading instrument;

«Quotation» is the information about the current rate of a trading instrument expressed in the form of bid and ask prices;

«Market spread» is the difference between the prices of the best applications for sale at the ask price and the purchase at the bid price at the same time point for a trading instrument;

«Trading platform» is a set of software and hardware, providing the information about the current quotations state from open sources, trading operations, accounting of mutual obligations between a client and the company, as well as the compliance with the conditions and restrictions;

«Trade order» is the order of a client to perform trading operations;

«Trading account» is a unique personalized register for trading operations using the trading platform, where open positions, closed positions, non-trading operations (such operations as funding (replenishing) the trading account or withdrawal the funds from the trading account) are recorded;

«Trading operation» is a deal of purchasing or selling of trading instruments;

«Transaction» is two consecutive trading operations: the purchase of trading instruments with the subsequent sale or the sale with subsequent purchase;

«Open position» is the first trading operation in a transaction (buying or selling trading

instruments). Opening the position involves the process of performing the first trading operation in a transaction;

«Closed position» is the second trading operation in a transaction (sale or purchase of trading instruments). Closing requires the process of performing the second trading operation in a transaction;

«Leverage» is the ratio between the collateral and the volume of 1:5, 1:10, 1:50, 1:100, 1:200, 1:500, 1:1000, etc. For example, the leverage of 1:200 means that to perform the transaction is necessary to have the trading account in the company in the amount of 200 times less than the amount of the transaction;

«Market opening» is the beginning of trading after a weekend, holidays or after a break between trading sessions;

«Postponed trade order» is client's request to open or close a position when the price of a trading instrument comes to a specified level;

«Tick history» is program recording of the minimum price change of trading instruments;

«Normal market conditions» is a state of the market satisfying each of the following conditions:

- a. The lack of significant breaks in the quotes flow to the trading platform;
- b. The absence of fast price movements of trading instruments;
- c. The absence of significant price gaps.

«Personal account» is a client's personal space on the website of the company, the access to which is opened after client's identification by introducing a unique login and a password. Personal account provides support of client's trading accounts, maintains the register of transactions and ensures information support of the client;

«Swap» is an automatic transfer of open positions from one working day to another.

### **3. Trading platform:**

3.1. Transfer of client's trade orders to the company for commitment of a trading operation is carried out by a client via the trading platform only. No other methods of transmission trading orders will not be accepted by the company except the cases when among a Client and the Company exists another agreement;

3.2. The trading platform uses a trading system that allows to have several open positions on one trading instruments, including the opposite ones. For each open position one can set related stop loss and take profit levels of protection, which apply to this position only. For each open position is calculated separate swap, which depends on the volume and direction;

3.3. Trading platform time corresponds the server work time. The trading platform time can be reviewed by the company unilaterally without prior notice to the clients.

### **4. Trading instruments:**

4.1. The company provides an opportunity to trade on the difference between the spot rate of different trading instruments, quotations of which transfer to provided trading platform from free and open sources. Any changes or additions to the terms of trading are reflected in the section «Specifications» on the company's website in real time, as well as in the list of available trading instruments of the trading platform;

4.2. Each trading instrument a client use to make transactions is recognized as payment instrument. The settlement of transactions between the company and a client does not involve the physical delivery stated in the trading instrument (contract for difference or derivative) of a currency or other available asset;

4.3. The prices (quotes) offered to a client to carry out a trading operation may differ from the price, broadcast in the trading platform. The company is not responsible for client's losses associated with the impossibility of implementing trading operations with requested prices (quotes);

4.4. The company offers a client the market spreads that are fixed. However, the company reserves the right to widen the spreads or make them floating or to change spread conditions depending on the current market situation, because of the low or limited liquidity and high volatility, as well as other financial and economic circumstances.

## **5. The particularities of conducting trading operations:**

5.1. The interaction between a client and the company regarding the processing of trade orders is conducted in the following order:

5.1.1. The client sets a trade order that is being tested for correctness in the client terminal of the trading platform;

5.1.2. Client terminal sends the order to the trading server;

5.1.3. Trade order of a client comes on the server and is checked for correctness;

5.1.4. Trading server after processing the trade order, sends the result to the client terminal of the trading platform;

5.1.5. If there is a stable connection between the client terminal of the trading platform and the server, the client terminal receives the result of processing of the trade order;

5.2. The server of the company has the right to reject a client's trade order in the following cases:

5.2.1. At the market opening there is a message «No price» if a client puts trade order before the first quote at the trading platform;

5.2.2. If a client does not have enough available funds to open a new position;

5.2.3. When market conditions are different from the normal market conditions;

5.3. The quotes broadcasted in the trading platform to a client are indicative. The client should not regard them as guarantee offered by the company for conducting trade operations;

5.4. If there is a gap in the history of quotations, caused by a hardware or software failure, the company reserves the right to synchronize the database of quotations with any available source, and is not responsible for the quality of the quotes history. At the same time, the company makes every effort to maintain the quotes base in the correct state;

5.5. The company reserves the right to block client's transactions at liquidity providers and reserves the right to modify or cancel any trade order, in accordance with the result of the overlap;

5.6. The company is not a provider of communication services via the Internet. A client acknowledges the existence of the likelihood of disconnection with the Internet and assumes all risks associated with the problems of the internet connection or malfunction of his hardware or software;

5.7. The company may suspend or revoke any of client's trade operations and to refuse providing services to a client if the company discovers the usage of the software vulnerabilities of the trading platform by a client during trade operations (including, but not limited to, using the software designed for hacking). In this case, the company has every reason to launch an internal investigation, block the client's trading on the account, prohibit the deposit operations, including withdrawal, except for the initially invested funds, for a period of 10 to 90 calendar days to perform proper internal investigation. In this cases the company reserves the right to make decisions and act within the framework of existing internal policies;

5.8. A client conducts trade operations using the prices (quotations), provided by the company. The filling of trade orders for purchase is made at the price ask, for sale - at the bid price. The result of the execution of a trade Order will depend on the type of trade order and the market situation;

5.9. The services provided to a client, are limited solely by the execution of his trade orders. The clarification of trading conditions, general explanations of the structure of a trading instrument or its basic parameters and specifications are not the advice on the merits of the transaction or the actions of the client's motivation to commit a particular trade operation. A client is solely responsible for his understanding of all aspects of the trade, as well as the governing laws and regulations;

5.10. The company does not allow the usage of the arbitrage trading strategies. If a client uses arbitrage trading strategies explicitly or implicitly, the company has the right to cancel the client's transaction, citing the justification of cancellation arbitrage deals.

In this case, the company has every reason to launch an internal investigation, block the client's trading on the account, prohibit the deposit operations, including withdrawal, except for the initially invested funds, for a period of 10 to 90 calendar days, with the right to expand this period if there are needed more time to complete launched internal investigation;

5.11. The company is not obliged to:

5.11.1. Monitor and notify a client about the status of a trading operation in some way, in addition to the information provided in the terminal of the trading platform;

5.11.2. To close any open position of a client independently;

5.11.3. To attempt to execute a client's trade order with the quotes, other than the quotes offered to a client through the trading platform.

## **6. Opening and closing of a trading position (transaction):**

6.1. Opening and closing of a trading position is carried out by sending a trade order for purchase or sell in necessary quantity for the price (quote) offered by the company. The purchase is executed at the price ask, the sale - at the bid price;

6.2. As a result of opening a position a client has the obligations:

6.2.1. To make a transaction of the same amount (i.e. a sale, if earlier it was a purchase, or, conversely, a purchase, if it was a sale previously);

6.2.2. To maintain a current balance at the trading account of not less than 20% of the necessary margin (the definition of the necessary margin is given in section 11 of the Regulations;

6.3. A client has the right to try to cancel trade order previously sent, which is in the queue for execution, but the company can not guarantee the cancellation. The company is not responsible if the trade order of a client will not be canceled;

6.4. The processing time of a trade order depends on the quality of communication between the client terminal and the company's server, as well as on the market conditions. Under the normal market conditions, the processing time of a trade order is typically 1-5 seconds. Under the market conditions different from the normal, the processing time of a trade order can be increased to 60 seconds;

6.5. The result of the execution (activation) of a trade order to open a trading position could be the opening of a new trading position of the designated volume at the price specified in the trade order (quotation);

6.6. The result of the execution (activation) of the trade orders to close trading positions may be closing the current trading position at a specified price in the trade order (quotes);

6.7. If during the processing of a trade order a price (quotation) changes, the company can offer a new price (a re-quote). As a result, a client will have 5 seconds, to go along with the absence of the asking price. This agreement does not guarantee the performance and only sends a new trade order to the server of the company, during processing of which the price (quotation) may change again. To reduce the chance of re-quote a client can use the parameter of maximum deviation from quoted prices (quotes);

6.8. In the absence of the necessary liquidity a trade order may be rejected or the processing time of a trade order can be increased to 60 seconds;

## 7. Pending trade orders:

7.1. When buying a pending trade order the execution price (activation) is ask price, the sale price is bid price;

7.2. There are six types of pending trade orders in the trading platform: Buy limit, Sell limit, Buy stop, Sell stop, Stop loss, Take profit;

7.3. Buy limit is a type of trade order for the purchase of a trading instrument at the price lower than the current market price. The result of the execution (activation) of buy limit could be the opening of a new trading position to buy at the price specified in the trade order or better (positive slippage). In case of insufficient liquidity at the market, this trade order can be fulfilled partially or not fulfilled at all (in this case the order would remain at the market). In case of partial execution a trade order will be put at the market with the same parameters for the rest of the volume;

7.4. Sell limit is a type of trade order for the sale of a trading instrument at the price higher than the current market price. The result of the execution (activation) of sell limit could be the opening of a new trading position to buy at the price specified in the trade order or better (positive slippage). In case of insufficient liquidity at the market, this trade order can be fulfilled partially or not fulfilled at all (in this case the order would remain at the market). In case of partial execution a trade order will be put at the market with the same parameters for the rest of the volume;

7.5. Buy stop is a type of trade order for the purchase of a trading instrument at the price higher than the current market price. When the price reaches the level of buy stop a trade order is placed at the market place for the purchase of the corresponding volume. The result of the execution (activation) of buy Stop can be the opening of a new trading position to buy. The execution price (activation) may differ from that specified in a trade order in a positive way and in the negative. The result of the

execution (activation) of a trade order will depend on the market situation and current liquidity;

7.6. Sell stop is a type of trade order for the sale at the price lower than the current market price. When the price reaches the level of sell stop a trade order is placed at the market for the sale of the corresponding volume. The result of the execution (activation) of sell stop can be the opening of a new trading position for sale. The execution price (activation) may differ from that specified in a trade order in a positive way and in the negative. The result of execution (activation) of a trade order will depend on the market situation and current liquidity;

7.7. Buy stop limit is a type of trade order combines the first two types being a stop order for setting a limited order to buy ( «Buy Limit»). As soon as the future ask price reaches the stop level specified in the trade order (the field «Price») buy limit order will be issued at the level specified in the field «Stop limit price». Stop level is exposed above the current ask price, and the stop limit price is stop lower than the stop level;

7.8. Sell stop limit is a type of trade order combines the first two types being a stop order for setting a limited order to sell («Sell limit»). As soon as the future bid price reaches the stop level specified in the trade order (the field «Price») sell limit order will be issued at the level specified in the field «Stop Limit Price». Stop level is exposed below the current bid price and the stop limit price is set above the stop level;

7.9. The company reserves the right to refuse a client to set a pending trade order, if at the time of the trading orders a trading account does not have enough of the free margin for the purchase or sale of the corresponding amount of a trading instrument. This is due to the fact that client's pending trade orders are the liquidity for other clients and should be provided with free cash;

7.10. Stop loss trade order is placed to close a previously opened position. This trade order serves to close a trading position to buy at a lower price or to close a trading position to sell at a price higher than the current market price. The terms of execution (activation) of stop loss are similar to the rules of execution (activation) of buy stop and sell stop orders;

7.11. Stop loss trade order is placed to close a previously opened position. This trade order serves to close a trading position to buy at a lower price or to close a trading position to sell at a price higher than the current market price. The terms of execution (activation) of stop loss are similar to the rules of execution (activation) of buy stop and sell stop orders;

7.12. In case of the absence of the necessary liquidity the execution time (activation) of a trade order can be increased by not more than 60 seconds;

7.13. The company makes every effort for the execution (activation) of a trade order exactly at the stated price (quotation) or at the price more profitable for a client. In case of the absence of the possibility of the execution (activation) of a trade orders at the price stated in this trade order, the company will execute this trade order at the best possible price at the time of its execution (activation);

7.14. Pending trade orders of any type can be modified or deleted by a client. The company is entitled, but not obliged, to reject a client's order to modify or delete a pending trade order, if a trade order has been received for the execution (activation);

7.15. For automatization of the transfer process of a stop loss trade order to maximize profits the trading platform provides the possibility of placing trailing stop function. This function works only when the trading platform of a client is running, an Internet connection is available and a client authentication is successful. The algorithm of the trailing stop function is as follows:

7.15.1. If the profit at an open position does not exceed the value of trailing stop, no action is taken;

7.15.2. As soon as the profit at an open position exceeds the trailing stop value, an order to place the stop loss order at the distance of the value of trailing stop from the current price is sent to the server;

7.15.3. As soon as the quote or a distance greater than the value of trailing stop is received, the command of the set stop loss order is sent to the server to change the level of this order to make it equal to the distance value of trailing stop from the current price;

7.15.4. A client is obliged to take into account that the trailing stop function can not guarantee the exact movement of the value of trailing stop according the tick history.

7.16. Regardless of the type of orders, they will only be accepted during the working hours of the company. The applications are performed only during the trading session at that market to which the Instruments is referred. The schedule of trading sessions is given in «Specifications» on the company's website. In off hours of the company the requests will not be accepted and fulfilled. In the case of quotations failure caused by technical reasons, the company has the right to cancel the result obtained for any kind of orders executed with the quotations during the failure. The company does not compensate the loss of profit for these orders. Client's references to other sources of quotations are not taken into account.

## **8. Transfer of active positions. Swap:**

8.1. Open trading positions are automatically transferred from one working day to the next, with the commission, reflecting the cost of the transfer (swap), the value of which

can be both positive and negative - depending on the conditions of the market, trading instruments, the direction and volume of the open trading position;

8.2. The process of transfer of open trading positions to the next working day takes place between 21:55 and 22:00 Greenwich Mean Time. The current value of the swap can be found in the section «Specifications» on the company's website. From Wednesday to Thursday the swap is tripled;

8.3. The company reserves the right to change the swap value without prior notice to a client.

## **9. Price gap (Gap):**

9.1. A quote gap on the chart of the trading platform may occur in case of a very rapid (sudden) change of the prices of a trading instrument;

9.2. In case of a quote gap all the trade orders are executed in accordance with the paragraph 9.3. of this Regulation;

9.3. The logic of the trade orders execution in case of price gaps is subjected to the following rule: if the value of the price does not exceed the gap level parameter (break level), the execution of a trade order will be carried out at the price of the order, if the value of the gap is equal to or greater than the permissible value of the specified gap level parameter for the price gap for a given instrument, the execution of a trade order will be made with the first quote received after the gap. The parameter of the gap level value (break level) is shown in the open section of the site «Specifications».

## 10. Leverage:

10.1. The company provides to a client a fixed leverage for trading. The volume of leverage is established for each trading instrument and is published in the section «Specifications» on the company's website;

10.2. The company can change the Leverage on an individual agreement with a client via claim in personal account;

10.3. The company may revise the levels of leverages on various trading instruments. The notice of such change will occur on the company's website.

## 11. Margin:

11.1. Margin is the cash collateral required to open a trading position (initial margin) or to maintain an open trading position (necessary margin);

11.2. The margin level in the trading platform is calculated by the following formula:  
 $(\text{Funds Margin}) * 100\%$ ;

11.3. The company may reject any trade order for the opening of a trading position if the trading account of a client does not have enough free margin;

11.4. A client is obliged to maintain the margin level more than 20%;

11.5. The company is entitled, but not obliged, to close any or all open trading positions if the margin level at the trading account of a client fell below 20% (Stop out). Usually, but not necessarily, the first position to be closed is the most unprofitable open trading positions;

## **12. Advisors and indicators:**

12.1. A client assumes full responsibility and risk associated with the use of all applications and third-party software, directly or indirectly installed on the client's trading platform. This software may include various types of trading advisors that are installed for automatic and semi-automatic trading on the trading account, and different types of indicators, which are allegedly designed to identify favorable trading periods;

12.2. The company is not responsible for trading operations and signals generated by a trading advisor or indicator and profits or losses of a client received as a result of the usage. A client is responsible for the control of all trading operations made on trading account, and the profit or loss obtained as a result of the execution;

12.3. In case of non-productive generation of the server load caused by the use of trading advisors or indicators, the company reserves the right any time to prohibit the use of advisors indicators or completely stop trading operations at the trading account of a client.

## **13. Procedure for filing claims:**

13.1. Any claim relating to the trading account, trade operations, functionality, services, etc., should be sent by a client to the company within three calendar days from the date of its occurrence. The company reserves the right to refuse the processing of client's claims after the deadline;

13.2. The claim, made in writing, should be sent by a client in the form of a request in the client's personal account at the following address: <https://bytrend.com/client> or by sending an e-mail to the address [support@bytrend.com](mailto:support@bytrend.com). The claim must contain the account number, the time and the number of trading operation (transaction, order) and

the essence of the claim. The claim must be described as detailed as possible. The claim must not contain profanity, abusive language and emotional expression, otherwise the claim may be rejected;

13.3. The company considers the claims of a client and makes the final decision on it within five working days from the date of its receipt. If a claim is created by a client in non-working day, the count of this claim reply will be held since first working day after holidays or week-ends. In exceptional cases, the period of consideration of the claim can be increased with the mandatory notification of a client;

13.4. When considering a claim the main source of information is the log-register of the company server and the archive of the tick history.

## 14. Costs:

14.1. A client is obliged to pay the full fee and other costs arising from the fulfillment of margin transactions, in accordance with the figures noted on the website of the company.



## By Trend LLC

By Trend LLC a Business Company, duly incorporated under the laws of St. Vincent and the Grenadines with its registered office at Suite 305, Griffith Corporate Centre, Kingstown, St. Vincent & the Grenadines.

Limited Liability Company Number 361 LLC 2020, registered at 6th of May, 2020.

Website: [www.bytrend.com](http://www.bytrend.com); e-mail: [support@bytrend.com](mailto:support@bytrend.com).