



Regulations of non-trading operations

NMarkets Limited

REGULATIONS OF NON-TRADING OPERATIONS

1. General

1.1. These Regulations developed within the framework of the International cooperation measures against financial irregularities, revealing and prevention of law violation establishes the procedure for carrying out of Non-trading operations on the Client's Trading accounts with the Company.

1.2. This document will be posted on the Company's Website and be an integral part of the Client agreement.

2. Suspicious operations. Criteria for identification, attributes and consequences

2.1. The Client guarantees a legal origin of funds credited to its Trading account and represents that it is the sole and beneficial owner of the funds and the funds are delivered free and clear from interests of any third person except as otherwise agreed with the Company.

2.2. The Company reserves the right to carry out investigations with respect to Non-trading operations, in order to identify suspicious operations based on the criteria set out here below and suspend the relevant operations until it obtains complete understanding of the purposes of each such operation.

2.3. Within the terms of such investigation the Company may request Client to provide identification, payment and any other documents confirming lawful possession and legal origin of monetary funds.

2.4. A Non-trading operation may be considered by the Company as a suspicious operation in the following cases:

- improper use of fund transfers without performance of Trading operations using the Trading account;
- unusual character of operation, which has no evident economic substance or evident legal purpose;
- existence of circumstances, giving reasons to believe, that the operations are carried out for legitimization (laundering) of proceeds of crime or financing of terrorism;
- failure by the Client to provide personal identification information, provision of

inaccurate information and/or inability to contact the Client using the addresses and telephone numbers specified by the Client;

– provision of counterfeit or void documents by the Client;

– invalidity of statements and guarantees, as well as in case of refusal of the Client to fulfill the obligations specified in section 6 of the Client Agreement;

– Absence of the Client's permanent management body, any other body or person, having the right to act on behalf of the legal person without the power of attorney at the location of the legal person.

2.5. The principle of identification suspicious operations is evaluation by the Company's employees of Non-trading operations on a daily basis.

2.6. The criteria and attributes of suspicious Non-trading operations specified in p. 2.4. shall not be mandatory or exhaustive. A Non-trading operation can be considered suspicious by the Company based on the analysis of its nature, components, attending circumstances and interaction with the Client and its representative.

2.7. In case of identification of suspicious Non-trading operations the Company at its own discretion may take any or all of the following measures:

- refuse to carry out the operation;
- limit withdrawal of monetary funds from the Client's Trading account by any means at the Company's own discretion;
- repay previously credited funds from the Client's Trading account to the account from which such funds were received and/or cancel the result of part or all of the Trading operations on the Client's accounts;
- debit the Client's Trading account with the amount of compensated fees in relation to Non-trading operations;
- terminate business relations with the Client.

2.8. Refusal to carry out suspicious Non-trading operations and termination of relations with the Client upon identification of suspicious Non-trading operations shall not cause civil responsibility of the Company for the failure to fulfill its obligations under the concluded contracts.

3. Crediting monetary funds to the Clients Trading account

3.1. The Client may receive Company's Services only within the amount of funds reflected on the Client's Trading account. Replenishment of the

Client's Trading account shall be carried out by transfer of monetary funds to the Company's accounts or, in the case of electronic transfer as provided for herein, to the accounts of Payment agents authorized by the Company. The list of the authorized Payment agents and their bank details are published in the Client Cabinet.

3.2. Transfer of monetary funds to the Company's accounts carried out by the Client shall be in compliance with the requirements and restrictions established by the laws of the countries under the jurisdiction of which such transfers are carried out.

3.3. The amount transferred by the Client to the Company's account shall be credited by the Company to the Client's Trading account. The Client acknowledges and agrees that any and all commissions and other expenses relating to the means of transfer chosen shall be charged to the Client's account.

3.4. Reflection of monetary funds on the Client's Trading account is performed in the Trading account currency regardless of the currency in which the transfer to the Company's account has been made.

3.5. The Currency in which the Company accepts transfers for crediting to the Client's Trading account, depending on the Trading account currency and the method of transfer, is specified in the Client Cabinet of the Client and at the Company's website.

3.6. Company's commission rate shall be published on the Company's Website and can be changed at the Company's discretion at any moment.

3.7. The Company reserves the right to introduce restrictions for minimal and maximal amounts of monetary funds transferred, depending on the method of transfer and the currency of transfer. The corresponding restrictions shall be published on the Company's Website.

3.8. Reflection of monetary funds on the Client's Trading account shall be performed within 1 (one) Business day, on or prior to the end of the Business day following the day of receipt of monetary funds at the Company's Trading account.

3.9. In case the amount of monetary funds sent by bank transfer, has not been credited to the Client's account within 5 (five) Business days, or the funds sent by electronic transfer or using a bank plastic card, the Client may request the Company for bank investigation regarding such transfer. The Client acknowledges that such bank investigation can entail additional costs to be paid at the Client's expense. The Company shall debit the Client's Trading account for the amount of such additional costs at its own discretion without giving any

notice to the Client. In case the amount of funds of the Client's Trading account is not sufficient for covering the necessary amount of the additional costs, the Company shall issue an invoice which shall be paid by the Client not later than five (5) Business days thereupon.

3.10. In order to carry out an investigation on any bank transfer, the Client should submit a request to the Company followed by a copy of the payment order sent via SWIFT or otherwise, depending on the currency of the transfer.

3.11. In order to carry out an investigation on any electronic transfer or transfer using a bank plastic card, the Client should submit a request to the Company accompanied by the following documents:

- In case of an electronic transfer: a screenshot of such transfer or a payment system notice, confirming the fact of such transfer to the Company's account;
- In case of transfer from the bank plastic card through the processing center: a copy of the identification document and a copy of the plastic card.

3.12. The Client hereby acknowledges and agrees that the Company does not bear any responsibility for any delays in processing the Client's payments by any means whatsoever and any circumstances entailing technical deficiency in the course of such payments, unless caused by the gross negligence or willful misconduct of the Company.

4. Methods of crediting monetary funds

4.1. Bank Transfer.

4.1.1. The Client may transfer monetary funds to the Trading account by means of bank transfer at any time, if at the moment of transfer the Company admits such method of transfer.

4.1.2. The Client can use bank transfer only upon submission of its passport details.

4.1.3. The Client may carry out bank transfer to the Company's bank account specified in the Client Cabinet/Company's Website only from the Client's personal bank account.

4.1.4. In order to carry out a bank transfer the Client being an individual may form an invoice for payment in the Client Cabinet and the Client being a legal entity may ask the Company to provide the invoice. The Client should strictly observe all such invoice parameters as bank details of the Company, the purpose and the term of payment.

4.1.5. The Company reserves the right to refuse to credit to the Client's Trading account monetary funds received on the bank account of the Company in case the purpose of payment stated differs from the one specified in the invoice or if the transfer has been carried out from the account of a third party. In such a case the Company shall send monetary funds back to the bank account from which they have been transferred. All the charges connected with such transfer shall be at the expense of the Client.

4.1.6. The Client hereby acknowledges and agrees that the Company does not bear any responsibility for bank transfer processing time.

4.1.7. For the purposes of the bank transfer the Company may request the Client to provide any confirming documents at its own discretion.

4.2. Electronic Transfer.

4.2.1. Any individual Client may transfer monetary funds to the Client's Trading account by means of an electronic transfer system at any time, if at the moment of transfer the Company admits such method of transfer.

4.2.2. The Client has the right to carry out an electronic transfer to the Company's account either from its personal electronic account or from the electronic account of the Payment agent.

4.2.3. Before carrying out a digital transfer, the Client undertakes to verify bank details of the Company in the Client Cabinet.

4.3. Transfer from a bank plastic card.

4.3.1. The Client may transfer monetary funds to its Trading account by means of transfer from the bank plastic card through the processing center at any time, if at the moment of such transfer the Company admits such method of transfer.

4.3.2. The Client may transfer monetary funds from the plastic credit card of the international payment system which type is specified in the Client Cabinet.

4.3.3. The Client has the right to transfer monetary funds from the bank plastic card registered in its name only. Any transfers from bank plastic cards of third parties shall not be accepted by the Company.

4.3.4. The Company reserves the right to refuse to credit monetary funds received on the Company's accounts to the Client's Trading account if such funds were received from a third party. In this case the Company shall transfer monetary funds back to the bank account, from which they have been received.

Any and all costs arising out of such transfer shall be at the expense of the Client.

5. Withdrawal of monetary funds from the Client's Trading account

5.1. The Client may dispose of all or a part of the monetary funds registered on its Trading account at any moment by submitting an Instruction for withdrawal of monetary funds from the Client's Trading account (hereinafter – "Instruction for withdrawal"), containing an instruction of the Client to withdraw monetary funds of the Client or an instruction to transfer monetary funds to another Client's Trading account with the Company, subject to the following conditions:

- an Instruction for withdrawal shall be executed by the Company only to the extent not exceeding the amount of Free Margin of the Client's Trading account at the moment of execution of such Instruction. If the amount to be withdrawn by the Client (including any fees and other costs for such payment stipulated herein) exceeds the amount of Free margin of the Client's Trading account, the Company may decline such Instruction for withdrawal;

- Instructions for withdrawal should meet requirements and restrictions provided by the laws of the countries under which jurisdiction such transfers are carried out.

- Instructions for withdrawal should meet requirements and restrictions established by present Regulations and any other documents signed between the Client and the Company.

5.2. An Instruction for withdrawal by electronic transfer of monetary funds to the Client's external account may be executed through the Payment agent authorized by the Company.

5.3. The currency in which the Company receives Instructions for withdrawal, depending on the Trading account currency and the method of withdrawal, shall be specified in the Client Cabinet of the Client as well as on the Company's Website.

5.4. Company's commission rate shall be published on the Company's Website and can be changed at the Company's discretion at any moment.

5.5. Withdrawal of monetary funds of the Client shall be performed subject to the receipt of the Instruction for withdrawal.

5.6. An Instruction for withdrawal is deemed to be accepted by the Company, if:

- it is created through the Client Cabinet of the Client, displayed in the "Withdrawal" section

and in the Company's record keeping system for such instructions (for individuals);

– it is duly created and the copy is sent to the Company by e-mail within the working hours of the Company (for legal entities).

5.7. An Instruction for withdrawal created in any other form, shall not be accepted by the Company for execution.

5.8. If the monetary funds sent by bank transfer, have not been delivered to the Client's external account within 5 (five) Business days, the Client may request the Company for carrying out an investigation regarding such transfer. The Company may provide a copy of the SWIFT or a copy of the payment order confirming the fact of transfer made.

5.9. If the monetary funds sent by means of electronic transfer, have not been delivered to the Client's external account within 14 (fourteen) Business days, the Client may request the Company to carry out an investigation regarding such transfer.

5.10. The Client hereby acknowledges and agrees that the investigation and ordering documents can entail additional costs which are to be paid at the expense of the Client. The method of payment shall be determined on a case-by-case basis including transfer of the necessary amount to the Company's accounts and withdrawal of the monetary funds reflected on the Client's Trading account.

5.11. If in the course of money transfer the Company has made a mistake entailing failure to credit monetary funds to the Client's external account, all additional costs for solving the problem shall be charged to the Company's account.

5.12. In case of a failure by the Client to receive monetary funds at its external account due to incorrect details specified by the Client in the Instruction for withdrawal, any costs associated therewith shall be charged to the Client's account.

5.13. The Client hereby acknowledges, that in case of any indebtedness on its Trading account (except for the cases described in section 5 of present Regulations), the Company may discharge such indebtedness from the funds reflected on other Trading accounts, owned by the Client, including within one or several Client Cabinets of the Client or any other Client Cabinet, if the Company considers, that such Client Cabinet is connected with the Client.

6. Methods of withdrawal of monetary funds

6.1. Bank Transfer.

6.1.1. The Client may submit an Instruction for withdrawal by means of a bank transfer at any time, if at the moment of transfer the Company admits such method of transfer.

6.1.2. The Client may submit an Instruction for withdrawal to the bank account opened in its own name. An Instruction for withdrawal to a third party's bank account shall not be accepted by the Company for execution.

6.1.3. The Company undertakes to transfer monetary funds to the Client's bank account in accordance with the details specified in the Instruction for withdrawal, subject to compliance with the provisions of Clause 6.1.2. hereof.

6.1.4. In the course of transfer of monetary funds, the Company shall specify the purpose of payment presented in the Client Cabinet. If the purpose of payment has been changed, the Company shall immediately inform the Client of a new purpose of payment by way of its publication in the Client Cabinet. Legal entities shall specify the same purposes of payment as that used upon crediting money to the Client's Trading account.

6.1.5. The Client hereby acknowledges and agrees that the Company does not bear any responsibility for processing time of the transfer at the bank.

6.2. Electronic transfer.

6.2.1. The Client may submit an Instruction for withdrawal by means of an electronic transfer at any time, if at the moment of transfer the Company admits such method of transfer.

6.2.2. The Client may form an Instruction for withdrawal either on its bank account or on the electronic account of the Payment agent.

6.2.3. The Company undertakes to transfer monetary funds to the Client's electronic account in accordance with the details specified in the Instruction for withdrawal.

6.2.4. The Client hereby acknowledges and agrees that the Company does not bear any responsibility for electronic transfer processing time as well as for any circumstances entailing technical deficiency in the course of such transfer, unless caused by the fault of the Company.

7. Instructions for the use of Client Cabinet

7.1. The Client accepts all clauses of present Regulations regarding the use of the Client Cabinet.

7.2. In the course of registration on the Company's Website, the Client undertakes to provide correct and trustworthy identification data in accordance with the requirements of the Client's registration form on the Company's website.

7.3. The Client shall inform the Company of any changes in the Identification Data in due time.

7.4. For identification of the Client, the Company may request the Client to provide a proof of identity.

7.5. The Company reserves the right to suspend Non-trading operations under the Client's Trading account if it has been revealed that the Client's Identification data is incorrect or doubtful or if the Client has not provided any documents required.

7.6. The Client confirms and agrees that access to the Client Cabinet is password-protected.

7.7. The Client shall be fully responsible for the password maintenance and its protection against unauthorized access of third parties.

7.8. All the instructions executed through the Client Cabinet using the password are deemed to be executed personally by the Client.

7.9. Any person which has got an access to the Client Cabinet by entering of the password shall be treated as if it was the Client personally.

7.10. The Company does not bear any responsibility for all losses incurred by the Client in case of theft, loss or disclosure of the password to third parties.

7.11. The Client may change the access password to the Client Cabinet in its own discretion or to use the procedure of password recovery.

7.12. Instruction for withdrawal submitted via the Client Cabinet can have one of next statuses depending on the processing stage:

- status "New" means, that the Instruction for withdrawal is in the processing queue. The Instruction for withdrawal with the status "New" is coming to processing within a period not exceeding 5 (five) working days;
- status "Processing" means, that the Instruction for withdrawal has been sent to a Payment agent. The Company is awaiting for the confirmation of receiving the monetary funds by the Payment agent;
- status "Processed" means, that the monetary funds have been sent by the Payment agent

using the payment details specified in the Instruction for withdrawal;

- status "Cancelled" means, that the Instruction for withdrawal has been cancelled.

7.13. Each Non-trading operation of the Client shall be confirmed by the relevant record in the Personal Office in "Payments" section. If the Client has detected an error in the record concerning a Non-trading operation, it give a notice to the Company.

7.14. The period of stay of the Instruction for withdrawal in the queue for processing may be increased or the Instruction may be canceled in cases of:

- sending to the Client and processing by the Company or the Payment agent of a request for the provision of identification, payment and other data of the Client necessary for processing the withdrawal of funds. The withdrawal instruction can be canceled if the Client provides incomplete data or does not provide the data specified in the request within 10 (ten) Business days from the date of sending the request to the Client;
- delays in the processing of Instructions by the Payment agent or if it is impossible to transfer the Instruction for withdrawal to the Payment agent for processing;
- changes in the limits and terms for processing withdrawals using the payment method specified in the Instruction or in case of impossibility to process the Instruction for withdrawal using the payment method specified in the Instruction;
- the presence of an unresolved claim situation on the Client's trading or non-trading operations;
- in other cases stipulated by the Client Agreement, the Regulatory Documents of the Company and Payment agents.

7.15. Information about changes in the terms and limits for processing the Instructions for Withdrawal is published on the Company's Website or may be provided to the Client upon his request.

7.16. The Client understands and agrees that after the Company has processed the withdrawal instructions in the Personal office, the responsibilities for sending funds may be assigned to the Payment agent. The Company is not responsible for the terms of the Client's funds transfer by the Payment agent, as well as for the failure of the Payment agent to fulfill the obligations of the Client's funds transfer. The company is not responsible for any losses incurred by the Client in connection with this.

7.17. The Company has the right to reject the Client's Instruction for withdrawal by the payment method specified and in the Instructions and provide the Client with another payment method at the discretion of the Company or as agreed with the Client.

8. Dispute resolution

8.1. In case of dispute with respect to any transfer of funds hereunder, the Client may submit a claim against the Company or make a request for carrying out an investigation regarding such transfer. All claims and requests may be submitted no later than within 5 (five) Business days from the moment of occurrence of the relevant situation giving rise to a dispute. The Company undertakes to resolve the disputable issue as soon as possible, but no later than within 14 (fourteen) Business days. In case, if it is necessary to gather more information in order to resolve the disputable issue and thus the consideration of such disputable issue takes more than 14 (fourteen) Business days, the Company undertakes to inform the Client of the reason of such delay. The Company reserves the right to request from the Client any information, including Client's documents to resolve the disputable issue as soon as possible.

8.2. For the purposes of a claim, the dispute shall be considered occurred at the time of the relevant record in the "History of payments" section of the Client Cabinet, or upon expiration of the period for execution by the Company of a duly formed and submitted Instruction for withdrawal, as applicable.

8.3. For registration of a request for carrying out an investigation regarding any transfer, the Client shall apply to the Company by means of communication as set forth in the Regulations with a detailed description of the situation.

8.4. The Client acknowledges and agrees that in certain cases the Company is a recipient of the payment and thus does not have an access to necessary data in order to make an investigation. If this is the case, the Client agrees that it shall go directly to the Payment agent for investigation.

8.5. Client's claim should not contain:

- An affective evaluation of the disputable issue;
- Any offensive statements towards the Company;
- Any obscenities.

8.6. To carry out an investigation regarding transfer and consideration of the claim, the Company may request the Client to provide additional information and documents.

8.7. The Company may decline the claim in case of Non-compliance with the conditions set forth in Section 8 of present Regulations.

8.8. In case of absence of satisfactory results of consideration of the claim by the Company according to present Regulations, the Client has the right to refer it for further consideration to the authorized bodies according to the provisions of the Terms.

9. Payment Agent

9.1. The Company appoints NM Financial Solutions Limited, registration number 11654366, with the registered office at Suite 1, 55 Pentland Crescent, Rosewell EH24 9BJ, United Kingdom (hereinafter – the "Payment Agent") as its agent to receive all and any payments the Client will make to the Company under this Agreement.

9.2. The payments made to the Payment Agent will be considered made directly to the Company.

9.3. The Client should refer to the Company on all payment-related matters.

9.4. The Company may at any time unilaterally dismiss or replace the Payment Agent. The Company will publish respective notice on the Company's Website.

9.5. Appointment of the Payment Agent does not reduce liabilities or release the Company from any liabilities under this Agreement.