

## **SCHEDULE D**

### **1 NON-TRADING OPERATIONS REGULATIONS**

#### **1.1 GENERAL TERMS**

- 1.1.1 The Financial Department of the Company shall be responsible for the implementation of and monitoring non-trading operations.
- 1.1.2 Non-trading operations shall include:
- 1.1.2.1 deposit of funds to Client's trading accounts;
  - 1.1.2.2 withdrawal of funds from Client's accounts;
  - 1.1.2.3 transfer of funds between Client's accounts.
- 1.1.3 Under no circumstances shall the Company accept or give cash.
- 1.1.4 The Company shall not pay interest on Client's accounts held with the Company.
- 1.1.5 The Company has the right to request the Client to provide the proof of accuracy of the personal data submitted during the registration of the Client's Back Office in order to ensure the financial security of the Client. The Company may at its own discretion at any time request the Client to provide copies of documents confirming his identity and residential address, the source of funds and other necessary information, including certified copies of the documents requested.
- 1.1.6 Any instruction of the Client to withdraw funds from the Client's accounts and to transfer funds between the Client's accounts shall be confirmed by the Back Office.
- 1.1.7 The Company reserves the right to investigate into the nature of any suspicious non-trading operations and suspend such operations until the investigation is completed.

- 1.1.8 The Company shall have the right to declare non-trading operations suspicious in the event of:
- 1.1.8.1 excessive number of transfers and non-trading operations having taken place on the trading account, including currency conversion;
  - 1.1.8.2 finding out that the activities in the Client's account appear to be unusual and have no economic need;
  - 1.1.8.3 suspecting the Client in money laundering;
  - 1.1.8.4 submission by the Client of false or fraudulent documents or documents being invalid on the date of dispatch;
  - 1.1.8.5 a failure to contact the Client at the contact details provided by the Client during the registration process;
  - 1.1.8.6 Market conditions as stipulations in;
  - 1.1.8.7 If the stipulation of 1.9 in Schedule C above have not been adhered or complied to on any given trade or transaction
- 1.1.9 The circumstances referred to in clause 1.1.8 are not exhaustive. The Company can declare a non-trading operation suspicious on the basis of the analysis of Client's activities.
- 1.1.10 Should the Company deem Client's non-trading operations suspicious, the Company shall:
- 1.1.10.1 not execute such non-trading operations;
  - 1.1.10.2 put a withdrawal limit on the Client's Account in such a way as the Company will consider appropriate in the circumstances;

- 1.1.10.3 return the funds deposited to the Client's Account to the account from which the deposit arrived;
- 1.1.10.4 terminate the Client Agreement
- 1.1.11 The actions specified in clause 1.1.10 are not exhaustive. In cases where the situation cannot be resolved by any of the ways mentioned in the said clause, a further course of actions shall be decided upon by the Company subject to the law applicable to this Agreement.
- 1.1.12 The actions referred to in clause 1.1.10 shall not give rise to civil liability the Company may hold if found in breach of the terms and conditions of this Agreement or attachments thereto.
- 1.1.13 The Company cannot influence on the speed of execution of money transfers made by banks or by electronic payment systems or via bank cards, therefore the Company is not responsible for any delays that may occur during such transfers. The Client fully accepts risks related to the circumstances that have caused a delay in the execution of a non-trading operation, unless such circumstances have occurred through Company's fault.
- 1.1.14 To ensure compliance with the terms and conditions of this Agreement, the Company may, in its sole discretion and without prior notice, send the Client's funds that are kept in segregated accounts to bank accounts of liquidity providers.
- 1.1.15 The Company is not obliged to disclose its counterparties' details to the Client nor is it obliged to disclose the method of receipt of funds when opening and closing Clients' orders.
- 1.1.16 Any transfer of funds to bank accounts of the Company shall be made by the Client

subject to requirements and restrictions set out by laws and regulations of countries within the jurisdiction of which the fund transfer is being made.

## 1.2 DEPOSITING FUNDS

- 1.2.1 A fund deposit operation may be made by the Client through the Back Office. Where this is impossible, the Client shall follow the instructions and details obtained exclusively through the Back Office.
- 1.2.2 Should the Client be not complying with clause 1.2.1, the Company reserves the right not to accept the Client's payment.
- 1.2.3 The Client confirms that the funds transferred to the Company for crediting his account are derived from legal sources and that the Client is entitled to use these funds.
- 1.2.4 Funds may be credited to the Client's account once the Client verification procedures have been completed.
- 1.2.5 The Company undertakes to complete the fund deposit procedure in the shortest time possible but not later than within 2 business days (excluding non-working days) after the Client's funds have been credited to the Company's account. The Company's opening hours are specified in clauses 10.1 and 10.2 of the Main Agreement.
- 1.2.6 An instruction to deposit funds to the Client's account shall be considered accepted by the Company once it is displayed in the Back-Office Payment History.
- 1.2.7 If funds are deposited in a currency other than the account currency, the funds will be credited and exchanged at the Company's internal exchange rate valid on receipt of the order by the Company, or at the exchange rate of the payment system/aggregator depending on the way of deposit.
- 1.2.8 The Client may cancel a deposit request if it has not been processed by the Company (i.e. has a pending status). Such request may only be made from the Back Office.

- 1.2.9 All charges in connection with crediting the Client's account, irrespective of the deposit method, shall be borne by the Client unless otherwise agreed to by the Parties.
- 1.2.10 The Company may set a minimum and maximum deposit limit depending on the deposit method used.
- 1.2.11 The Client accepts that technical faults or failures can cause a delay in having the funds credited to his account. If the Client's account has not been credited within the period specified on the Company's official website, the Client must inform the Company accordingly through his Back Office (via Deposit Notification Section).
- 1.2.12 Funds will not be credited to the Client's account if remitted by third parties.
- 1.2.13 Where the Client's account is being credited with third parties' funds, the Company has the right to decline the fund deposit request and return the money to the sender less remittance charges.

### 1.3 **WITHDRAWING FUNDS**

- 1.3.1 A fund withdrawal request may be made by the Client through his Back Office only and solely upon the completion of the verification procedure.
- 1.3.2 If the Client's trading account has open positions, a request to withdraw funds from the Client's account (hereinafter a "withdrawal request") shall be processed on general terms. In the event of a forced position closure, the Client assumes full responsibility for such closure.
- 1.3.3 Where the Company receives a withdrawal request for an amount higher than the free margin available in the Client's account, such request shall be declined by the Company.
- 1.3.4 A withdrawal request shall be considered received by the Company once recorded on the Client's Back Office Transactions History page.
- 1.3.5 The Client may cancel his withdrawal request if it has not been accepted by the Company for processing (i.e. has a Pending status). A funds withdrawal request may be made by the Client through his Back Office only.
- 1.3.6 The Client's withdrawal request shall be considered as processed by the Company once recorded as "Completed" on the Client's Back Office Transactions History page.
- 1.3.7 The Company undertakes to complete the funds withdrawal procedure in the shortest time possible but not later than within 2 business days (excluding non-working days) after the Client's withdrawal request has been received by the Company. The Company's opening hours are specified in clauses 8.1 and 8.2 of the Agreement.
- 1.3.8 The method of funds withdrawal always to compliance with the AML policy of the Company.
- 1.3.9 The Client may not use third parties' accounts for fund withdrawal purposes.
- 1.3.10 If the Client's account was credited in the way that cannot be used for funds withdrawal, the Company may withdraw the funds to a bank account of the Client or use any other way as agreed with the Company

with the help of which the Company is able to prove the identity of the account owner.

- 1.3.11 Where the Client's account has been credited with funds through various payment systems, funds withdrawal shall be made on a pro rata basis commensurate to the size of each deposit. Any profit gained can be transferred to any account from which the deposit arrived as long as such transfer is possible.
- 1.3.12 If funds are being withdrawn in a currency other than the account currency, the withdrawal funds will be exchanged at the Company's internal exchange rate valid on receipt of the withdrawal request by the Company, or at the exchange rate of the payment system/aggregator depending on the withdrawal method.
- 1.3.13 If in the case of force majeure events the Company may not accept the payment method specified by the Client in his withdrawal request, the Client may use another method chosen by the Company.
- 1.3.14 For Client's account and funds safety and security reasons, the Company may, at its own discretion and in exceptional cases, withdraw and remit Client funds only to a bank account of the Client.
- 1.3.15 The Company may set up a minimal and maximal withdrawal limit in respect of each withdrawal method.
- 1.3.16 The Client's withdrawal request shall be compliant with current laws and regulations of countries in which such non-trading transaction takes place.
- 1.3.17 All withdrawal charges and commissions, irrespective of the withdrawal method, shall be borne by the Client.
- 1.3.18 The Client is obliged to provide true and accurate information in his withdrawal request. If the Client has provided erroneous payment

details, no claims shall be accepted by the Company in connection with the errors made by the Client.

- 1.3.19 The Company may decline the Client's withdrawal request in the event of:
  - 1.3.19.1 wrong payment details provided by the Client;
  - 1.3.19.2 invalid payment/withdrawal method chosen by the Client;
  - 1.3.19.3 lost contact with the Client;
  - 1.3.19.4 breach of this Agreement and attachments thereto.
- 1.3.20 The circumstances referred to in clause 1.3.19 are not exhaustive. The Company may decline a withdrawal request should there occur objectives reasons necessitating the same.
- 1.3.21 If the funds withdrawn from Client's account have not been received by the Client within the period exceeding 7 (seven) business days after the withdrawal request has been processed by the Company (i.e. the status request marked as "Completed"), the Client has the right to request the Company to make a payment search. The Client shall pay all costs and expenses that may be incurred in connection with this search. The Client can pay such expenses by either remitting relevant funds to the Company's account or by having his account held with the Company debited with these funds.

#### 1.4 **INTERNAL TRANSFERS**

- 1.4.1 A request to transfer funds from one Client's account to another (hereinafter the "Internal Transfer Request") shall be made by the Client from his Back Office only.
- 1.4.2 The Client has the right to make an internal fund transfer between his accounts.
- 1.4.3 The Company undertakes to process the Internal Transfer Request in the shortest time possible but not later than within 2 business days (excluding non-working days) from the submission of the Request. The Company's working hours are specified in clauses 10.1 and 10.2 of the Main Agreement.



- 1.4.4 If the Client's trading account has open positions, the Internal Transfer Request will be processed by the Company on general terms. In the event of a forced account closure, the Client assumes full responsibility for such closure.
- 1.4.5 If on receipt of the Internal Transfer Request the amount to be transferred exceeds the free margin available on the Client's account, the Request shall be declined by the Company.
- 1.4.6 The Internal Transfer Request shall be considered to be received by the Company once it is recorded on the Back-Office Transactions History page.
- 1.4.7 The Client has no right to transfer funds to third parties' accounts held with the Company.
- 1.4.8 The Client must ensure that the details provided in the Internal Transfer Request are true and correct.
- 1.4.9 No transfer commission shall be charged by the Company in the case of Internal Transfers.
- 1.4.10 The Client may cancel his Internal Transfer Request if the Request has not been accepted by the Company for processing (i.e. has a Pending status). The cancellation may be submitted through the Client's Back Office only.
- 1.5 **REBATE**
- 1.5.1 Client, referred by the partner who pays from the partner IB account to the trading account of the Client certain sum of funds (rebate) from the remuneration received for the order of the referred Client, is strongly recommended to work only with partners, who use the existing functional of automatic rebate payment, available for partners in the Back Office. Solely under these circumstances Company may guarantee timeliness and volume of payments, under the conditions that partner has set the rebate level, discussed with the Client. Company does not act as the third party, that ensures partner's compliance with the conditions, agreed with the Client. Company solely guarantees the performance of the technical part of the functional, used by the partner to work on rebate system.
- 1.5.2 Partner may refuse pay the rebate for the Client's order, cancelled by the Company.

## 2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings and cognate expressions shall have corresponding meanings:

2.1.1 **"Partner"** means a natural or legal person that has entered into Introducing Broker Agreement with the Company and acts in the Company's interests as an Introducing Broker (IB);

2.1.2 **"Payment Details"** means a unique set of characters identifying a bank account, or a bank card, or an account in a payment or another system provided to a physical or legal person or a group of persons;