

Deposit & Withdrawal Policy

These Policy have been developed within the framework of International cooperation measures aimed to fight against financial irregularities, expose and prevent law violations, and set principles for performing non-trading operations on a Client's Account with the Company.

1. General Terms

1.1 The Payments Department will exercise control over the implementation of these Regulations on Payments Operations within the Company.

1.2 The Client guarantees the legal origin, legal ownership and right to use transferred to the accounts of the Company funds, funds are credited to the Personal account at the Company (Client Account).

1.3 The Company reserves the right to investigate the nature of any suspicious payments operations listed in clause 2 of these Regulations on Payments Operations, whereupon such operations will be suspended until the reasons for their occurrence are clarified and the investigation is completed.

1.4 During the course of an investigation, in accordance with clause 1.4 of these Regulations, the Payments Department shall have the right to request that the Client provide proof of identity, payment and other documents confirming the lawful possession and legal source of the funds.

1.5 If suspicious payments operations should be exposed, the Company shall have the right to:

- a) refuse to perform these operations;
- b) limit fund withdrawal from the Client's Account through any method at the Company's discretion;
- c) return any funds deposited earlier from the Client's Account to any requisites from which the deposit was made to this trading account;
- d) write off any commissions or bonuses owed to the Client for non-trading operations;
- e) terminate relations with the Client.

1.6 Refusal to perform suspicious payments operations or termination of relations with the Client as a result of suspicious payments operations performed by the Client shall not warrant the imposition of civil liability upon the Company for breach of agreement.

1.7 Crediting the account from third parties is not accepted. Client acknowledges that all deposits and withdrawals are carried out only by the individual, who has the Personal account with the Company. Funds transactions are not performed between different clients' accounts.

1.8 These Regulations are transparent and are an integral part of any agreement concluded between the Company and the Client.

1.9 In the case that certain clauses of these Regulations do not correspond to certain clauses of the Client Agreement or the Regulations of trading transactions, the clauses of these Regulations shall prevail. This circumstance shall not render other terms of the aforementioned documents invalid.

1.10 The content of these Regulations shall be disclosed without limitation upon the request of any interested party.

1.11 Should there be no clear definition of a term set out in the text of these Regulations, the interpretation of the term shall be governed firstly by the definition given in the corresponding Regulations located in the "Regulatory Documents" on the Company's website, and secondly, by the definition given in the Client Agreement.

2. Detection Criteria and Characteristics of Suspicious Payments Trading Operations

2.1 The Payments Department can declare a payments operation suspicious in the event of:

- a) exposure of abuse of transfers without completing trading operations on the trading account;
- b) revelation of unusual nature of operations that do not have obvious economic substance or obvious legal purpose;
- c) revelation of circumstances implying that the operations are performed for the purpose of money laundering or financing terrorism;
- d) failure of the Client to provide identification information, submission of inaccurate information and/or the impossibility to contact the Client at the addresses and telephone numbers specified;
- e) failure of the Client to provide identification information for the beneficiary, i.e. a person for the benefit of whom the Client acts (in particular, on the basis of an agent contract, commission and trust management contracts, while carrying out payments operations);
- f) submission of false or invalid documents.

2.2 The operations specified shall be detected by subjective evaluation of Payments Department employees through a daily analysis of non-trading operations.

2.3 The criteria for detection and characteristics of suspicious payments operations specified in clause 2.1 are neither mandatory nor comprehensive. The Payments Department can declare a payments operation suspicious on the basis of analysis of the nature of a payments operation, its components, attending circumstances and interaction with the Client or the Client's representative.

2.4 In the case that suspicious payments operations are exposed, the decision made regarding further actions in relation to the Client and payments operations shall be at the sole discretion of the Payments Department. All decisions are made on an individual basis.

3. Communications

3.1 The Company will use the Client's contact details, specified when registering or updated in accordance with clause 3.2 of these Regulations. The Client shall agree to accept any notifications from the Company at any time.

3.2 The Client shall notify the Company immediately of any change in the Client's contact details either by updating the information in Personal account page or through any other method offered by the Company.

3.3 The Client understands and accepts that the Company reserves the right to terminate relations with the Client unilaterally shall the Client behave inappropriately in communications with a Company employee.

3.4 Every payments operation of a Client shall be confirmed by a log in the "Payment History" of Personal account page. If the Client has reason to believe that the log is inconsistent, the Client shall have the right to lodge a complaint in accordance with clause 9 of these Regulations.

3.5 If the Client has reason to believe that there has been a mistake in their own favor in the log, the Client is obligated to inform company about the mistake as soon as possible using the Feedback form on the Traders Room.

4. Depositing Funds to the Client's Account

4.1 The Client may only be rendered Company services at the expense of funds available on the Client's Account. Funds can be deposited to the Client Account by transferring the funds to the Company Accounts or to accounts of Agents authorized by the Company. The list of authorized Agents and their banking details are located in Personal account page.

4.2 Transfer of funds to the Company Account shall meet the requirements and take into account restrictions established by the laws in force and other legal acts of countries within the jurisdiction of which the fund transfer takes place.

4.3 The Company will credit the sum deposited to the Company Account to the Client's Account. The Client understands and accepts that any commissions or other charges incurred by the transfer of funds shall be at the Client's expense.

4.4 Funds shall be credited to the Customer's Account in the currency of account, regardless of the currency in which the transfer has been made. If the currency of transfer is different from the currency of the account, the amount of transfers shall be converted into the account currency at the exchange rate of the Company at the time when payment is received at the Company's' account.

4.5 Currencies accepted by the Company for credit to the Client's Account, dependent on the deposit currency and deposit method, are indicated in Personal account page.

4.6 Exchange rates and fees, as well as other charges for each fund deposit method, shall be published in Personal account page and are subject to change by the Company.

4.7 The Company shall have the right to impose restrictions on minimum and maximum deposit, differentiated by the deposit method and transfer currency.

4.8 The Company shall be obliged to not charge any additional commission for crediting funds to the Client's Account, except for the commissions and other expenses described in these Regulations.

4.9 Unless directly related to compensation payments, funds shall be credited to the Client's Account in the following cases:

a) funds, transferred by the Client, are credited to the Company Account specified in Personal account page in the Company Details section;

b) funds are transferred to the Client's Account from another Account the Client has open in the Company;

c) funds are returned to the Company Account if, after being transferred by the Client, the Company cannot contact the Client to resolve the problem and funds are resent.

4.10 Unless directly related to compensation payments, funds shall be credited to the Client's Account on the basis of a Deposit Notification (hereinafter referred to as the Notification). The Notification shall be considered accepted by the Company if it is displayed in the Payment History of Personal account page and in the Company's records of client requests.

4.11 If the Client cannot send a notification from Personal account page, the Client must contact using the contact details on the company's website in the section "Contacts".

4.12 Funds shall be credited to the Client's Account within one business day, but no later than at the end of the transaction day after the day funds were credited to the Company Account, or upon receiving the "Internal Fund Transfer Request" if the funds are being transferred from another of the Client's Accounts open within the Company.

4.13 If funds sent through bank transfer have not been credited to the Client's Account within five business days, the Client shall have the right to request that the Company make a bank inquiry on the transfer. The Client understands that the bank inquiry may involve paying commission, which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out through transferring the necessary amount to the Company Account or by deducting the amount from the Client's Account.

4.14 To make an inquiry on a bank transfer, the Client shall make a request in accordance with clause 9 of these Regulations and provide the Payments Department with the following documents a SWIFT copy confirming the bank transfer's execution.

4.15 If funds sent by an electronic transfer or by credit/debit card via the Processing Center are not credited to the Client's Account within 2 (two) business days, the Client shall have the right to request that the Company make a bank inquiry on the transfer. The Client understands that the bank inquiry may involve paying commission, which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out by transferring the necessary amount to the Company Account or by deducting the amount from the Client's Account.

4.16 To make an inquiry on an electronic transfer or a credit/debit card transfer via the Processing Center, the Client must make a request in accordance with clause 9 of these Regulations and provide the Payments Department with the following documents:

a) for an inquiry on an electronic transfer: a screenshot of the transfer or payment notification in the payment system, confirming the fact of the transfer to the Company Account;

b) for an inquiry on a credit/debit card transfer via the Processing Center: proof of identity and a copy of the credit/debit card.

4.17 The Company agrees that it will guarantee confidentiality of provided information for carrying out Investigation of information to the extent possible. And send the information to a third party only to the extent that, is necessary for the benefit of the Client.

5. Methods of Fund Deposit to the Client's Account

5.1 Bank Transfer in a currency other than USD.

5.1.1 The Client may deposit to an Account through bank transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

5.1.2 The Client may only deposit funds through bank transfer to the Company bank account specified in Personal account page from the Client's own bank account.

5.1.3 Before carrying out a bank transfer, the Client shall order a payment invoice in Personal account page. Invoice parameters, such as the Company bank details, purpose of payment, and invoice validity should be observed meticulously by the Client.

5.1.4 The Company shall have the right to deny the deposit of funds transferred to the Company Bank Account if the parameters of the invoice have been violated or in the case that funds have been transferred on the behalf of a third party. In this case, the Company shall return the funds back to the bank account from which they have been transferred. All costs incurred by returning the funds shall be at the Client's expense.

5.1.5 The Client understands and accepts that the Company shall not hold responsibility for the time required to execute a bank transfer.

5.2 Electronic Transfer

5.2.1 The Client may deposit to an Account through electronic transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

5.2.2 The Client may make an electronic transfer to the Company Account from the Client's own electronic account or from the electronic account of the Client's Authorized Person.

5.2.3 The Client shall be obliged to check the details of the Company Account in Personal account page before carrying out an electronic transfer.

5.2.4 The Client understands and accepts that the Company shall not hold responsibility for the time required to carry out an electronic transfer and that circumstances, resulting in technical failure when making a transfer occur not at the fault of the Company, but at the fault of the electronic payment system.

5.3 Credit/Debit Card Transfer via Processing Centre

5.3.1 The Client may deposit to an Account by credit/debit card transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

5.3.2 The types of international payment system cards accepted for credit/debit card transfer are specified in Personal account page.

5.3.3 The Client may only carry out a transfer from a credit/debit card in the Client's own name. Transfers from credit/debit cards of third parties are not accepted by the Company.

5.3.4 The Company shall have the right to deny the deposit of funds transferred to the Company Account in the Processing Centre if the funds have been transferred on the

behalf of a third party. In this case, the Company shall return the funds to the account from which they were transferred. All costs incurred by returning the funds shall be at the Client's expense.

5.3.5 The Client understands and accepts that the Company shall not hold responsibility for the time required to execute the transfer and that circumstances, resulting in technical failure when making a transfer occur not at the fault of the Company, but at the the fault of the Processing Centre or international payment system.

6. Withdrawal of Funds from the Client's Account

6.1 The Client shall have the right to withdraw funds from the Client's Account at any time by sending the Company the "Withdrawal Request" or the "Internal Fund Transfer Request", to another account belonging to the Client, containing the Client's instruction to withdraw funds from the Client's Account or an instruction to transfer funds to another of the Client's Accounts with the Company, and fulfilling the following requirements:

a) the instruction is executed solely within the limits of the free margin on the Client's Account at the moment of order execution. The execution of an instruction on different types of the Client Accounts open within the company, are carried out within the limits of the Client's Account balance. If the sum the Client wants to withdraw (including commissions and other charges under these Regulations) exceeds the size of the free margin on the Client's trading Account or the balance on other types of Accounts the Client has open in the Company, the Company shall have the right to decline this instruction explaining the reason for declination;

b) the Client's instructions for fund withdrawal from an Account shall meet the requirements and take into account restrictions established by the laws in force and other legal acts of countries within the jurisdiction of which the fund transfer takes place;

c) The Client's instructions for fund withdrawal from the Client's Account should be in accordance with the requirements and heed the restrictions set out in these Regulations and all other documents signed between the Client and the Company.

6.2 Execution of an "Withdrawal Request" to the Client's External Account may be carried out by an Agent authorized by the Company. A list of authorized Agents shall be placed in Personal account page.

6.3 The Client prepares an "Order for funds withdrawal" or an "Order for internal funds transfer" for his other account in the currency of the account. If the currency of account is different from the currency of the transfer, the amount of transfer shall be converted in to the account currency at the exchange rate of the Company at the time when payment is written off the Client's account.

6.4 Currencies available for transfer to the Client's External Account, dependent on the deposit currency and withdrawal method, are indicated in Personal account page.

6.5 Exchange rates and fees, as well as other charges for each fund withdrawal method, shall be published in Personal account page and are subject to change by the Company at any point in time.

6.6 The Company shall have the right to impose restrictions on minimum and maximum withdrawal, differentiated by the withdrawal method and transfer currency. These restrictions shall be published in Personal account page and in the company website.

6.7 The Client understands and accepts that any commissions or other charges associated with the transfer method chosen by the Client shall be at the Client's expense.

6.8 The Company shall be obliged to not charge any additional commission for withdrawing funds from the Client's Account, except for the commissions and other expenses described in these Regulations.

6.9 Funds shall be withdrawn from the Client's Account once the Company receives the "Withdrawal Request" or the "Internal Fund Transfer Request" to another account belonging to the Client.

6.10 An instruction shall be considered accepted by the Company if it was filled out in Personal account page and is displayed in the "Payment History" of Personal account page and in the Company's records of client requests.

6.11 Instructions filled out in any other way than specified in clause 6.10 shall not be executed by the Company.

6.12 Funds shall be withdrawn from the Client's Account within 1 (one) business day but no later than the end of the transaction day after the day the "Instruction to Withdraw Funds" is received.

6.13 If funds sent through bank transfer have not been credited to the Client's Account within five business days, the Client shall have the right to request that the Company make a bank inquiry on the transfer. The Company may provide the Client with a document to confirm the transfer of funds a SWIFT copy confirming the bank transfer's execution.

6.14 If funds sent by an electronic transfer or by credit/debit card via the Processing Center are not credited to the Client's Account within two business days, the Client shall have the right to request that the Company make an inquiry on the transfer. The Company may provide the Client with a screenshot confirming the transfer of funds to the Client's Account.

6.15 The Client understands that the bank inquiry and request for documents may involve paying commission, which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out through transferring the necessary amount to the Company Account or by deducting the amount from the Client's Account.

6.16 If a Company employee should make a mistake when carrying out a transfer that results in funds not being credited to the Client's External Account, the sum of the request shall be indemnified to the Client at the Company's expense.

6.17 If the Client should make a mistake when filling out the "Withdrawal Request", which results in funds not being credited to the Client's External Account, the sum of the request shall not be indemnified to the Client.

6.18 For the client does not have the status of "Verified", the company has the right to impose restrictions on withdrawals, for a period of 24 hours after the client total withdrawal amount of \$500.

6.19 For the client does not have the status of "Verified", the company the right to impose restrictions on the use of payment systems and to limit the possibility of Deposit/Withdrawal until the receipt of the status of "Verified".

7. Methods of Fund Withdrawal from the Client's Account

7.1 Bank Transfer in a currency other than USD

7.1.1 The Client may send a "Withdrawal Request" for a bank transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

7.1.2 The Client may only fill out the "Withdrawal Request" to be transferred to the Client's own bank account. Requests filled out to be transferred to bank accounts of third parties shall be declined by the Company.

7.1.3 The Company shall be obliged to transfer money to the bank account of the Client in accordance with the details provided in the "Withdrawal Request", provided that the conditions in clause 7.1.2 of these Regulations are observed.

7.1.4 When transferring funds, the Company shall indicate the payment details as provided in Personal account page. In the case that the payment details are changed, the Company shall be obliged to inform the Client about the new payment details immediately by publishing them in Personal account page.

7.1.5 The Client understands and accepts that the Company shall not hold responsibility for the time required to execute a bank transfer.

7.2 Electronic Transfer

7.2.1 The Client may send a “Withdrawal Request” for an electronic transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

7.2.2 Client may form an “Order for funds withdrawal” only for his private digital account. An Order formed for the digital account of the third parties cannot be executed by the Company.

7.3.3 The Company shall be obliged to transfer money to the Client's electronic account in accordance with the details provided in the “Withdrawal Request”.

7.2.4 The Client understands and accepts that the Company shall not hold responsibility for the time required to complete an electronic transfer and that circumstances, resulting in a technical failure when making a transfer occur not at the fault of the Company, but at the fault of the electronic payment system.

7.3 Internal Fund Transfer

7.3.1 The Client may send the “Internal Fund Transfer Request” at any time, provided that this method is supported by the Company supports at the moment the transfer is executed.

7.3.2 The Client may fill out an “Internal Fund Transfer” request to another account registered in his/her name. “Withdrawal Requests” to the accounts of third parties shall not be executed by the Company.

7.3.3 If a Company employee should make a mistake when carrying out an internal transfer that result in funds being credited to the wrong account, the sum of the request shall be indemnified to the Client at the Company's expense.

7.3.4 If the Client should make a mistake when filling out the “Internal Fund Transfer Request”, which results in funds being credited to the wrong account, the sum of the request shall not be indemnified to the Client.

8. Personal account page

8.1 The Client agrees with the clauses of these Regulations concerning usage of Personal account page (Trader's Room).

8.2 When registering on the Company website, the Client shall provide accurate and valid information to identify themselves in accordance with the requirements of the Client Registration Form on the Company website.

8.3 After successfully registering on the Company website, the Client shall open a Transitory Account to carry out advance payments on Company services.

8.4 The Client shall inform the Company about changes in identification information in due time.

8.5 For identification of the Client, the Company uses the following means, but not limited to:

- a) confirmation e-mail addresses;
- b) confirm the mobile phone number;
- c) the confirmation of personal data by providing a copy of a document confirming identity (passport, identity card, driving license);
- d) proof of residential address;
- e) Scans credit / debit card;
- f) Bank statement with the balance in the account from which the customer makes a deposit / withdrawal in the direction of the company.

8.5.1 If confirmed the data referred article of the agreement 8.5. a) and b), of this Agreement, the Customer is assigned the status of "active clients".

8.5.2 After confirming the article of the agreement 8.5. a), b), c), d), the Customer is assigned the status of "Verified Customer".

8.6 For Clients identification Company has a right to request at any time from the day of registration of the Client, passport or other identification documents, to the extent that it will be necessary to confirm Clients identity.

The Company reserves the right to suspend execution of payments operations on the Client's Account if it is discovered that the Client's identification information is incorrect or false, as well as in the case that the Client does not provide the required documents.

8.7 Personal account page is password-protected.

8.7.1 The Client confirms and agrees that Personal account page is password-protected.

8.7.2 The Client shall take full responsibility for the security of their password and its protection from unauthorized access by third parties.

8.7.3 All instructions completed through Personal account page after entering the password are considered to be executed by the Client.

8.7.4 Any party who has gained access to Personal account page by entering the password shall be considered to be the Client.

8.7.5 The Company shall not be responsible for any losses endured by the theft, loss or disclosure of the password to third parties.

8.8 Client has a right to autonomously change password for the access to Personal account page or use a procedure of password recovering. For recovering the password for Personal account page, send an email to Company's email address or a letter to postal address with the following documents:

Passport copy (main page with photo).

8.9 The "Fund Deposit Notification", "Withdrawal Request" and "Internal Fund Transfer Request", which are filled out Personal account page, may be changed or canceled by the Client before they are executed.

8.10 The "Fund Deposit Notification", "Withdrawal Request" and "Internal Fund Transfer Request", which are filled out in Personal account page, may be denied by Company employees, specifying the reason for refusal.

9. Inquiries and Dispute Resolution

9.1 If any dispute should arise, the Client shall have the right to lodge a complaint with the Company or send a request for an inquiry. Complaints and requests should be received by the Company within five business days of the grievance arising.

9.2 To lodge a complaint, the time when the dispute arises shall be considered the moment when the log appears in the "Payment History" of Personal account page (Trader's Room). To send a request, the time when the dispute arises shall be considered the moment as described in clauses 4.13, 4.15, 6.12 and 6.13.

9.3 To file a request to make an inquiry into a transfer, the Client shall:

a) complete the standard form in the "Payment History" of Personal account page. All requests filed through any other method (forum, email, telephone, etc.) will not be taken under consideration.

b) attach the documents specified in clauses 4.14 and 4.16, to the complaint form in Personal account page.

9.4 For registration of claims along the payments of bills Client should correctly fill in standardized claim form at the specific section at the Personal account page or send an email to Company's email address. All claims, presented in a different way (at forum, by phone, fax etc.) not going to be admitted to examination.

9.5 Any complaint or request filed in accordance with clauses 9.3 and 9.4 is automatically assigned a unique number. The Client shall receive this confirmation in an email.

9.6 The complaint must not include:

a) emotional description/appraisal of the dispute,

b) offensive language,

c) obscenities or expletives.

9.7 The Company shall have the right to request that the Client provide additional documents to make an inquiry.

9.8 The Company shall have the right to refuse a complaint if clause 9 of these Regulations has been breached.

9.9 If the client is not satisfied with the result of the Company's review of a disputed situation, the Client may appeal to the relevant authorities.