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AML\KYC policy and Non-trading operations

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1. Basic provisions of the Regulations of non-trading operations

1.1.   The procedure and conditions for the Client to perform non-trading operations on the Account, as well as financial measures to prevent abuse of rights, counteract the legalization of funds obtained through crime, combat the financing of terrorism, and other actions to prevent violations of the law, are governed by the present Regulations of non-trading operations (hereinafter - Regulations).

2. Basic provisions on non-trading operations.

2.1.   The present Regulations govern the procedure for crediting funds to the Client's Account, as well as withdrawing funds from the Account.

2.2.   Responsibility for making payments, as well as for their consequences, lies solely with the Client.

2.3.   Bank details of the Company may be changed by the Company unilaterally, without notifying the Client. The Client hereby undertakes to monitor such changes on the Company's web resources. Responsibility for the correctness of payments made, incl. according to the correct details of the Company, lies with the Client personally.

2.4.   All payment transactions are carried out by the Company via encrypted communication channels, in accordance with the requirements applicable to such operations.

2.5.   The Client's funds are kept in the Company's accounts, separately from the Company's own funds.

2.6.   All non-trading operations of the Client are displayed in the Trading Terminal. At the same time, the Client undertakes to independently check and monitor the correctness of the displayed data, the correctness of information on the operations performed by him, on the amount of funds on the Client's balance, and other information available in the Trading Terminal. In case of detection of any kind of error in the posted information, the Client undertakes to immediately notify the Company about this, in the manner and through the contacts published by the Company on its web resources.

2.7.   The Client has the right to make transactions only at the expense, and within the limits of the funds available on the Client's Account.

3. Procedure of making payments. Replenishment of the Client's account, methods of replenishment.

3.1.   The Client replenishes his Account either through the Company's accounts, or through the accounts of the Company's payment agents, the list of which is placed in the trading terminal or another source chosen by the Company.

3.2.   Replenishment of the Account through the accounts of the Company, is carried out by the Client subject to compliance with the requirements of the laws and regulations of those countries under whose jurisdiction such replenishment falls, as well as the present Regulations. Otherwise, the Company has the right to refuse to credit the Client's funds to the Account.

3.3.   Funds are credited to the Client's account in the currency of the Account. In case the transfer currency differs from the Account currency, the credited amount is converted into the Account currency at the time of receipt of the payment to the Company's account. The conversion rate is set by the Company and is not subject to dispute. Data on available currencies is indicated in the Trading Terminal. Funds can be debited from the Client's External Account in a currency other than the External Account currency (in cases established by the Company and the Company's payment agents), while all costs (commissions, expenses) for the exchange rate conversion, are the Client's expenses. The conversion rate is set by the Company unilaterally and may differ from the market rate, as well as the rate set by government agencies and credit institutions. The Company reserves the right to refuse to debit funds from the Client's External Account, in a currency other than the Account currency.

3.4.   Funds are credited to the Client's Account within 1 (one) business day, following the day the funds are credited to the Company's accounts. If within 5 (five) business days the funds have not been received on the Client's account, the Client has the right to contact the Company's support service to resolve the problem situation. The request is submitted in accordance with the procedure and in the manner established by the User Agreement, with the obligatory attachment of documents confirming the transfer.

3.5.   The Company has the right to set limits on the amount of funds credited to the Client's Account (both minimum and maximum), which may depend on the transfer currency and the method of replenishing the account.

3.6.   Funds are credited to the Client's Account if:

— the Client has credited funds to the Company's accounts;

— the amounts of payments previously transferred to the Client were returned to the Company's accounts (in case the Company failed to establish contact with the Client to promptly resolve the issue of sending funds)

3.7.   The Client can replenish the Account using the following methods (provided that the Company offers these methods of replenishment at the time of transfer):

3.7.1.   Bank transfer.

— The Client guarantees that the transfer of funds to the Company's account is carried out from the Client's personal bank account and / or on behalf of the Client without opening a bank account;

— in the case of using bank transfer, the Client undertakes to provide the documents requested by the Company. The list of such documents is determined by the Company unilaterally;

— The Client confirms that before making a bank transfer, he made sure that the Company's bank details were entered correctly, as well as the payment reference (purpose of payment). Responsibility for the mistakes made, and their consequences lies with the Client. If the data for the transfer is correct, but the Client cannot make the transfer for the specified purpose of payment, the Client must contact the Company to resolve the issue;

— The Company is not responsible for the timeframes of receipt of funds through bank transfers;

— The Company has the right to refuse the Client to transfer funds or terminate the User Agreement unilaterally, in case of violation by the Client of the provisions of the User Agreement or the provisions of the present Regulations;

— The Company also has the right to refuse the Client to make a transfer, if it is established that the transfer was made from a third party, or the purpose of the transfer payment differs from that indicated by the Client in the Personal Account. The Company has the right to return such

funds to the bank account from which they were received, while the costs associated with the return are paid by the Client.

3.7.2. Electronic transfer.

— The Client guarantees that the transfer of funds to the Company's account is carried out on behalf of the Client, and from the Client's personal electronic wallet;

— The Client confirms that before making an electronic transfer, he made sure that the Company's bank details were entered correctly, as well as the purpose of payment. Responsibility for the mistakes made, and their consequences lies with the Client;

— The Company is not responsible for technical failures in the process of the Client's electronic transfers, software errors that caused, or could have caused the Client's losses, as well as for the timing of funds transfers through electronic payment systems;

— The Company has the right to refuse the Client to transfer funds, or terminate the User Agreement unilaterally, in case of violation by the Client of the User Agreement or the provisions of the present Regulations;

— The Company also has the right to refuse to make an electronic transfer, if it is established that the transfer was made from a third party's electronic wallet.

3.7.3. Bank card.

— types of bank cards used by the Company are indicated in the Personal Account;

— the Client undertakes to transfer only from a personal bank card (opened in his name); - The Company is not responsible for technical failures in the process of transfers from the Client's bank card, errors that caused, or could have caused the Client's losses, as well as for the timing of funds transfers through payment systems;

— The Company has the right to refuse the Client to transfer funds or terminate the User Agreement unilaterally, in case of violation by the Client of the User Agreement or the provisions of the present Regulations;

— The Company also has the right to refuse to make a transfer, if it is established that the transfer was made from a third party's bank card. The Company has the right to return such funds to the details of the bank card, from which they were received, while the costs associated with the return are paid by the Client.

4. Withdrawal of funds from the Client's account, methods of withdrawal.

4.1. Withdrawal of funds from the Client's account is carried out on the basis of the request (order) of the Client. The Client has the right to send a corresponding request to the Company at any time, in respect of any amount within the balance of the Client's Account, at the time of the order.

4.2. Income exceeding the amount of funds deposited by the Client, is transferred to the External Account of the Client only in the manner agreed with the Company.

4.3. Conditions for withdrawing funds from the Client's Account:

— The Company has the right to reject the Client's request if the Client's Account balance is less than the amount specified in the application (including all costs, commissions and other additional amounts);

— the amount of withdrawal specified by the Client must comply with the limits set by the Company at the time of the order, as well as the norms, rules and restrictions of the current legislation of the country under whose jurisdiction such a transfer falls;

— the amount of withdrawal specified by the Client must comply with the provisions of the User Agreement, the present Regulations, and other mandatory documents of the Company;

— the withdrawal of funds is carried out using the same method, which the Client's account was replenished with. At the same time, the Company has the right to set a limit on the withdrawal of funds, which is identical to the amount of replenishment of the Client's account, from a specific payment instrument. This clause shall be applied by the Company at its sole discretion in each situation under consideration. The Company reserves the right to request from the Client the details of other payment instruments, and the Client undertakes to provide them.

4.4. In case the procedure of withdrawing funds differs from the procedure established by the present Regulations, the Company has the right (but is not obliged) to withdraw the amount, previously credited by the Client, using the same method, used by the Client for replenishing his account. In this case, the Company establishes the timeframes of withdrawal unilaterally.

4.5. To execute the Client's order, the Company has the right to involve third parties.

4.6. Withdrawal order is formed in the currency of the Account. The currency of the transfer may differ from the currency of the Account, in which case the amount of the transfer is converted at the exchange rate set by the Company at the time of debiting the funds. The conversion rate, commissions, costs associated with the transfer of funds, are set by the Company independently at its own discretion, at the time of execution of the Client's order. The Company reserves the right to change the conversion rate unilaterally. The currency conversion rate may differ from the rates set by government agencies, credit institutions, or the market. The list of currencies in which funds can be transferred to the External Account is indicated in the Client's Personal Account and depends on the currency of the Account, as well as on the method of debiting. The Company reserves the right to refuse the Client to withdraw funds in a currency other than the currency of the Account.

4.7. Funds can be credited to the Client's External Account in a currency other than the currency of the External Account (if the Company or the payment agent has such an opportunity).

4.8. The Company has the right to set limits on the amount of withdrawal of funds from the Client's External Account (both minimum and maximum), which may depend on the transfer currency, and the withdrawal method. Such restrictions are reflected in the Client's Personal Account at the time of submitting the withdrawal order.

4.9. An order for withdrawal of funds is formed through the Client's Personal Account. Otherwise, the Company has the right to refuse to execute the request.

4.10. The time for the Company to consider the Client's request for withdrawal of funds, and make a decision on it, is within 5 (five) working days from the date of its receipt. The period established by this clause may be changed, if the Company has reason to believe, that the withdrawal operation is suspicious, as well as in the event of technical failures, unstable operation of the software, and other circumstances that prevent the execution of the Client's order.

4.11. In case the Client has not received a decision on his application within the period specified in clause 4.8. of the present Regulations, he has the right to contact the Company's support service.

4.12.   The client confirms that the details specified by him are correct. Responsibility for errors made in the payment details, and their consequences in the form of non-crediting of funds to the

Client's External Account, possible commissions (expenses) to correct the situation, etc., lie entirely with the Client.

4.13.   The Client can withdraw funds from the Account using the following methods (provided that the Company offers these withdrawal methods at the time of execution of the Client's request for withdrawal):

4.13.1. Bank transfer.

— The Client has the right to send a request for withdrawal of funds via bank transfer through the Personal Account;

— withdrawal of funds can only be made to the Client's bank account (an account opened in the name of the Client). Otherwise, the Company has the right to refuse the withdrawal operation;

— in the withdrawal request, the Client indicates the details to which the Company undertakes to send funds, subject to the Client's compliance with the provisions of the present Regulations;

— The Company is not responsible for the timeframe of withdrawal of funds through bank transfer;

— The Company has the right to refuse the Client to carry out a transaction of debiting funds, or terminate the User Agreement unilaterally, in case of violation by the Client of the provisions of the User Agreement or the provisions of the present Regulations;

4.13.2. Electronic transfer.

— The Client has the right to send a request for withdrawal of funds through an electronic wallet, at any time through the Personal Account;

— withdrawal of funds can only be made to the Client's electronic account. The Client hereby guarantees, that the electronic account is the personal account of the Client, and is opened in his name;

— in the withdrawal request, the Client indicates the details to which the Company undertakes to send funds, subject to the Client's compliance with the provisions of the present Regulations;

— The Company is not responsible for technical failures in the process of the Client's electronic transfers, software errors that caused, or could have caused the Client's losses, as well as for the timeframe of debiting funds through electronic payment systems;

— The Company has the right to refuse the Client to carry out a transaction to debiting funds, or terminate the User Agreement unilaterally, in case of violation by the Client of the provisions of the User Agreement or the provisions of the present Regulations.

4.13.3. Bank card.

— The Client has the right to send a request for withdrawal of funds to his bank card, at any time through the Personal Account;

— all types of bank cards of the international payment systems, the Company works with, are indicated in the Personal Account;

— The Client undertakes to transfer only to a personal bank card (opened in his own name);

— The Company is not responsible for technical failures in the process of transfers to the Client's bank card, errors that have caused, or could have caused the Customer's losses, as well as for the timeframe of transferring funds through payment systems;

— The Company has the right to refuse the Client to transfer funds, or terminate the User Agreement unilaterally, in case of violation by the Client of the User Agreement or the provisions of the present Regulations;

4.14.   The list of withdrawal methods is unclosed, and may be supplemented at the discretion of the Company. This information may be posted in the Client's Personal Account.

5.   Responsibility of the Client. Condition of using "1-Click" option.

5.1. The "1-Click" option (hereinafter referred to as the Option) provides the Client with the opportunity to carry out operations of debiting funds, without additional input of bank card data (details).

5.2. If, when filling out the form with bank details, the Client agrees with the conditions of using the Option (puts a "flag" (check mark) in a specially designated box), then the payment agent automatically, without additional request, debits funds from the Client's bank card, in the amount set by the Client, in order to replenishment of the Client's Account Balance. Re-entry of bank card data is not required.

5.3. Upon expressing consent, in accordance with clause 5.2. of the present Regulations, the Client will be sent a confirmation of activation of the Option, to his email address, within 2 (two) days.

5.4. By expressing consent to the conditions of using the Option, the Client thereby guarantees that the bank card, indicated by him is a personal card opened in the name of the Client. In addition, the Client undertakes not to dispute payments made using this Option, with the indicated bank card.

5.5. By activating the Option, the Client undertakes to make all necessary payments related to the use of the Option, as well as various commissions, taxes, fees and other expenses.

5.6. The Client understands that the Option can be provided to him, until the Client himself deactivates it. Deactivation of the Option is made in the Client's Personal Account, by deleting the bank cards (their payment details) saved by him.

5.7. The payment service provider is only the executive agent of the payment, and is not responsible for the refusal to conduct a transaction using a bank card, for the inability to process bank card data, for any prices, amounts transferred, and other components of the transaction.

5.8. For all payments made by the Client as part of the execution of the User Agreement, incl. aimed at replenishing the balance of the Client's Account, the responsibility lies solely with the Client. This clause also applies to all associated costs, specified in clause 5.5. of the present Regulations.

5.9.   The client is not entitled to withdraw the payment after its confirmation. The Client understands and agrees that the payment after confirmation is made irrevocably.

5.10.   The Client guarantees that by filling out the payment information (payment details) form, he does not violate the provisions of the legislation of the country, under whose jurisdiction the data specified by him and the operations he performs fall.

5.11.   The Company has the right to make changes to the procedure for using the Option unilaterally without notifying the Client. At the same time, the Client undertakes to independently monitor the updated information on the Company's website.

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6. Regulations of the activities of the Client, and of the Company.

6.1. The Client undertakes:

— to comply with the law, the provisions of legal and regulatory acts, incl. international law (hereinafter referred to as the legislation) regulating counteraction to the legalization of proceeds from crime, the financing of terrorism, regulating the fight against illegal trade, and other measures aimed at combating various kinds of abuse in the context of the activities of the Company and the Client;

— not to participate, directly or indirectly, in financial fraud, as well as any other illegal operations, or operations that may lead to violation of the law;

— not to facilitate, directly or indirectly, financial fraud, as well as any other illegal operations or operations that may lead to violation of the law;

— not to take actions, incl. using the services of the Company, which directly or indirectly may interfere with the fight against financial fraud, laundering and legalization of proceeds from crime, and other illegal operations;

— to guarantee the legal origin of the funds credited to the Account, as well as the right to dispose of them.

6.2. If the Client does not make transactions on the Account, and / or there are no funds on the Account for 12 consecutive months, the Company has the right to close the Client's Account. If the Client does not make transactions in the Trading Terminal within 6 months, the Company reserves the right to impose a subscription fee for providing access to the Trading Terminal. In this case, the amount of the subscription fee and the procedure for its debiting are determined by the Company unilaterally.

6.3 The Company has the right, guided solely by its own opinion and intuition, to check any operations of the Client (trading and / or non-trading, hereinafter referred to as the Client's operations), study them, and, if necessary, suspend or cancel such operations, until their circumstances, as well as the results of the investigation are clarified.

6.4. In the course of any initiated checks, the Company has the right to request, and the Client undertakes to provide all necessary documents, data, information, confirming the legal performance of a particular operation, the legal origin of funds on the Client's Account, the right to use these funds by the Client, the financial status of the Client, as well as any other circumstances that were subject to verification by the Company for compliance with the law.

6.4.1. In particular, the Company has the right to request, and the Client is obliged to provide:

— identity document of the Client, - civil passport or other national identity document;

— a photo (a scanned photo) of high resolution, taken within the last 6 (six) months, and allowing the Company to reliably correlate the image on the photo with the identity of the Client;

— other documents that the Company deems necessary in a particular case under consideration.

6.4.2. Documents mentioned in the clause 6.4.1. must be provided by the Client within 14 (fourteen) calendar days from the date of receipt of the Company's request, in a manner consistent with the provisions of the present Regulations, or of the particular request.

The term for the verification procedure is 30 (thirty) days, from the date of receipt by the Company of all the information and documents requested from the Client. Providing photos and / or documents that do not meet the requirements of the Company, may slow down the verification process.

6.5.   During the investigation of suspicious transactions, the Company has the right, without prior notice to the Client, unilaterally, to:

— suspend the Client's operation;

— cancel a non-trading operation of the Client or block (cancel) any trading operation;

— impose a ban on any transactions in the Trading Terminal;

— close an open trade;

— return the funds credited by the Client to the Account (according to any details used by the Client)

— limit the withdrawal of funds from the Client's Account (the Company chooses the method of restriction at its own discretion)

— cancel the amount of Bonuses credited to the Client's Account;

— withhold commissions, costs, expenses incurred by the Company due to suspicious transactions of the Client, from the funds on the Client's Account;

— block the Client's Account until the end of the investigation;

— terminate the User Agreement with the Client;

— perform any other actions that the Company deems sufficient and necessary, for the Client to comply with the law, and comply with the present Regulations.

6.6.   The performance of any actions from clause 2.3. of the present Regulations does not entail holding the Company liable for non-compliance with the provisions of the User Agreement.

7.   Definition of suspicious non-trading operations

7.1. The Company has the right to declare a non-trading operation suspicious if:

• The Client did not provide the requested data within the period set by the Company, or provided incorrect (inaccurate) data;

• The Client, at the request of the Company, did not submit the required documents (including identification data, data on his financial status, etc.), submitted fake documents or provided them in an unreadable format, of inadequate quality;

• the Client did not send the information requested by the Company, about the beneficiary of the Client's transaction or the beneficiary of the Client;

• information provided by the Client gives reason to believe, that the funds used by him were obtained illegally, and are (will be) used for illegal purposes;

• the Client's contact details, indicated by him during the registration process, are false (irrelevant, incorrect), and the Company is not able to establish contact with the Client through such contact details;

• the transaction has no economic rationale, no obvious purpose and is of an unusual nature (the Company determines the above criteria at its own discretion).

• the transaction has signs, that give reason to believe that it is carried out for the purpose of legalizing proceeds from crime, financing terrorism, or other illegal purposes;

• The Client performs debiting from the Account, or credits funds to the Account, while not making trading operations on the trading account;

- The client is brought to administrative, criminal, civil liability, is wanted, or has committed other illegal actions (or is accused of similar).

This list is unclosed and may be supplemented by the Company at any time. In addition, a non-trading operation may be declared by the Company as suspicious, based on the analysis of its constituent operation, the actions of the Client (his interactions with third parties), and the circumstances under which it was carried out. The criteria, signs, grounds for suspicious non-trading operations are determined by the Company at its sole discretion, regardless of the presence of formal signs of dishonesty of such a transaction.

The Company's procedure for detecting a suspicious transaction may differ in each specific case. The Company makes a decision independently and separately, in relation to each Client.

8.   Final provisions

8.1. The exchange of information between the Client and the Company is carried out incl. through the Personal Account, or by other means specified by the Company in the User Agreement and its annexes.

8.2.   By performing any operation, the Client thereby agrees with the terms of the present Regulations, the User Agreement, and other documents of the Company.

8.3.   The Client guarantees that he does not violate the laws of the countries in which the Company's website, the trading terminal is used, as well as the operations carried out by the Client.

8.4.   The Client understands and agrees, that the processing of any payment confirms its non-refundable nature. There is no legal way to recover debited amounts and / or cancel payment transactions.

8.5.   These Regulations are an annex to the User Agreement, and are its integral part.

8.6.   The KYC and AML policies apply to the Company, as well as to all of its Clients and partners.

8.7.   The provisions of the present Regulations are open in nature; everyone, incl. a potential Client has the right to familiarize himself with these provisions.

8.8.   The Company does not provide information on specific measures taken to enforce these Regulations and related to combating the legalization of proceeds from crime, the fight against financial abuse, violations of the law, and the financing of terrorism.

8.9.   If inconsistencies between the provisions of the present Regulations and the User Agreement, regarding non-trading operations are revealed, these Regulations shall prevail, unless otherwise follows from the nature of the obligation. This clause does not apply to other provisions.

8.10.   These Regulations come into force on 01.01.2022. All updates, changes to the present Regulations are made by the Company unilaterally without notifying the Client. The Client hereby confirms that he undertakes to independently monitor all changes made on the Company's web resources and in other possible sources.