

**Neomarkets Group Ltd**

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# Neomarkets Group Ltd

## Regulations for Non-Trading Operations

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## **1. General provisions**

1.1. These Regulations on Non-Trading Operations (the "Regulations") have been developed within a framework of international cooperative measures aimed at combating financial misconduct, exposing and preventing violations of the law, and establishing the procedure for performing nontrading operations on a Personal Account with Neomarkets Group Limited (hereinafter referred to as the "Company" or "Neomarkets Group").

1.2. "Non-trading operation" shall mean any operation performed by the Client that involves the depositing of funds to their Personal Account, the withdrawal of funds from their Personal Account, or the internal transfer of funds between Personal Accounts in Personal Area. The terms and definitions applicable to these Regulations are specified in Appendix A of the Client Agreement, which can be found in the "Documents" section on the Company Website. In cases where certain provisions of these Regulations concerning non-trading operations contradict those in the Client Agreement or the Terms of Business, the provisions of these Regulations shall prevail. This provision does not render other terms of the aforementioned documents invalid.

1.3. Requests for non-trading operations can only be sent by the Client to the Company through Personal Area. All other means of communication specified in Clause 3 of these Regulations are intended for further supporting correspondence between the Company and the Client and notifications to the Client by the Company.

1.4. When registering for Personal Area on the Company Website, the Client undertakes to provide accurate and authentic information to identify themselves in accordance with the requirements of the Client Registration Form on the Company Website and these Regulations. The Client shall inform the Company of any changes to their identification data in a timely manner.

1.5. The Company reserves the right to request the following documents at any time in order to verify the Client's identity as an individual person:

a. Proof of legal existence issued by the local government. A high-resolution scanned copy or photo of the Client's passport pages or any other national ID that clearly indicates the Client's full name, date and place of birth, passport number, dates of issue and expiry, issuing country, and the Client's signature;

b. Proof of address. A high-resolution copy or photo of a: utility bill (water, electricity, phone bill) issued within the last 6 months; bank statement (for a current account, deposit account or credit card account); bank reference letter confirming the Client's address.

1.6. The Client guarantees the legitimate origin, lawful possession and right to use the funds transferred by the Client to the Personal Accounts and such representation is deemed made each time such a transfer is being made.

1.7. In accordance with the USA's "Foreign Account Tax Compliance Act" (FATCA), the Company collects information, allowing it to determine whether new or existing Clients are subject to FATCA requirements. In this regard, the Company may request that the Client complete one of the

questionnaires on self- certification in a form from the Company, the W-8 form, and may request additional documents and information. The Company cannot provide services to those individuals whose foreign accounts are subject to FATCA tax requirements.

1.8. The Company shall have the right to amend at its sole discretion the terms of these Regulations at any time giving the Client 3 (three) business days' prior notification in one or several of the ways described in Clause 3.1 of these Regulations. Such amendments will come into effect on the date specified in the notification.

1.9. These Regulations are transparent and are an integral part of the Agreement concluded between the Company and the Client.

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

1.11. The Client acknowledges and agrees that (without prejudice to any of the Company's other rights under the Operative Agreements to close out the Client's Open Positions and exercise other default remedies against the Client) where a sum is due and payable to the Company in accordance with the Operative Agreements and sufficient cleared funds have not yet been credited to the Client's Trading Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights under the Operative Agreements. The payment amount will be converted into the Currency of the Trading Account at the rate determined by the bank of the Company.

## **2. Suspicious non-trading operations**

2.1. The Company may declare a non-trading operation suspicious in cases including, but not limited to:

a. exposure of abuse of funds transfers without using the Company's services (without completing trading operations on the trading account);

b. revelation of the unusual nature of operations that do not have obvious economic substance or obvious legal purpose;

c. revelation of circumstances providing grounds to believe that the operations are being performed for the purpose of money laundering or financing terrorism;

d. failure of the Client to provide proof of identity or other documents for verification, as well as the submission of inaccurate information by the Client;

e. inability to contact the Client using their registered email address and telephone number;

f. failure of the Client to provide proof of the identity of a 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 non-trading operations);

g. submission of counterfeit or invalid documents.

2.2. The Company can declare a non-trading operation suspicious on the basis of analysis of the nature of a non-trading operation, its components, attending circumstances, and interaction with the Client or the Client's representative.

2.3. The Company reserves the right to investigate the nature of any suspicious non-trading operations listed in Clause 2.1 of these Regulations, whereupon such operations will be suspended until the reasons for their occurrence are ascertained and the investigation is complete.

2.4. During the course of an investigation, in accordance with Clause 2.3 of these Regulations, the Company shall have the right to request that the Client provide proof of their identity, proof-of-payment documents, and other documents confirming the lawful possession and legitimate origin of the funds transferred to the Client's Account.

2.5. If suspicious non-trading operations should be exposed, the Company shall have the right to:

- a. refuse to perform these operations by rejecting the respective request;
- b. limit funds deposits and/or funds withdrawals to/from the Client's Account, in any way, at the Company's discretion;
- c. return funds previously deposited to the Client's Account to the source from which the deposit was made;
- d. write off any compensated commissions or bonuses credited to the Client for operations performed by the Client;
- e. terminate relations with the Client.

2.6. In the case of refusal to perform suspicious non-trading operations or the termination of relations with the Client as a result of suspicious non-trading operations performed by the Client, the Company shall not be held liable for any breach of contract with the Client.

### **3. Communications**

3.1. In order to communicate with the Client, the Company will communicate with the Client as per Clause 18 of the Client Agreement.

3.2. The Client shall notify the Company in a timely manner of any change in his contact details either by updating the information in Personal Area or by any other method offered by the Company.

3.3. The Client understands and accepts that the Company reserves the right to unilaterally terminate relations with the Client should the Client behave inappropriately when communicating with a Company employee.

3.4. Every non-trading operation by a Client shall be confirmed by a log in the "My Transfers" of Personal Area. 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 the Complaints Management Policy.

3.5. If the Client has reason to believe that there has been a mistake in their own favour in the log, the Client is obliged to inform the Company about the mistake as soon as possible using the contact information provided on the “Contact us” subsection, located in the “About Us” section of the Company’s website.

#### **4. Payments policy**

4.1. Funds deposits to a Personal Account and funds withdrawals from a Personal Account may only be performed via the deposit and withdrawal methods available in Personal Area. Commission fees as well as other charges for each deposit and withdrawal option are published in Personal Area and on the Company Website and may periodically be changed by the Company.

4.2. The Client understands and accepts that any commissions or other charges incurred by the transfer of funds shall be at the Client’s expense. The Company shall not charge any additional commission for funds transfers, except for the commissions and other expenses specified in these Regulations.

4.3. The deposit of funds to a Personal Account shall be carried out on the basis of a funds deposit request.

The withdrawal of funds from a Personal Account shall be carried out on the basis of a funds withdrawal request. The transfer of funds from one of a Personal Account to another shall be carried out on the basis of an internal funds transfer request. These requests shall be processed by the Company within 1 (one) business day, but not later than at the end of the business day following the day on which the request was received (or, in the case of deposits, following the day on which the funds were credited to the Company Account) whereby no additional information or document is needed.

4.4. Requests for non-trading operations such as deposit requests, withdrawal requests, and internal funds transfer requests shall be submitted by the Client in Personal Area and shall be considered as accepted by the Company if they are displayed in the “My Transfers” of Personal Area and in the Company records of Client requests.

4.5. The Company shall credit the sum received on the Company Account to the Client’s Account.

4.6. Funds shall be credited to the Client’s Account in the denomination currency of the Client’s Account, regardless of the currency in which the funds were initially transferred. If the transfer currency differs from the Personal Account currency, the transfer amount shall be converted in accordance with clause 8 of the Regulations.

4.7. Funds withdrawals from the Client’s Account shall be processed in the denomination currency of the Client’s Account, regardless of the currency in which the funds are to be transferred. If the Client Account currency differs from the transfer currency, the transfer amount shall be converted in accordance with clause 8 of the Regulations.

4.8. For conversion, the company uses exchange rates of third-party payment systems and banks operating at the time of conversion. The company is not obliged to inform the client of exchange rates in advance. The client agrees to any exchange rate at which his funds will be converted.

4.9. Currencies accepted by the Company for crediting Personal Accounts, as well as currencies available for transfer to the Client's External Account, depending on the funds transfer method, are shown in Personal Area.

4.10. If the Client gives an instruction to withdraw funds from the Trading Account, the Company processes the instruction for the payment of the specified amount within 5 (five) business days, if the following requirements are met:

- (i) the withdrawal instruction includes all necessary information;
- (ii) the instruction is to make a bank transfer and/or settle the funds by any other payment method as agreed between the Parties, to the account of the Client (under no circumstances will payments to third party or anonymous accounts be accepted); and
- (iii) at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.

4.11. The Company shall have the right to set restrictions on the minimum and maximum transfer amounts, which may vary depending on the direction, method, and currency of transfer.

4.12. The Company shall have the right to set restrictions on the maximum number of withdrawal requests and internal funds transfer requests that can be submitted in one Client's Personal Area every 24 hours. These restrictions are published in Personal Area and may be changed by the Company from time to time.

4.13. In the event that funds are returned to the Company Account after being transferred to the Client on the basis of their withdrawal request, the funds shall be credited to the Client's Account in the same amount credited to the Company Account, while any commissions or other charges incurred by the returning of funds shall be at the Client's expense and shall be paid by deducting them from the amount re-credited to Client's Account.

4.14. If funds transferred as a deposit to a Personal Account via bank transfer are not credited to the Personal Account within 5 (five) business days of the date of payment, the Client shall have the right to request that the Company makes an inquiry into the transfer in accordance with Cause 7.3. The Client understands that the 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 Personal Account.

4.15. If funds transferred as a deposit to a Personal Account through an Electronic Payment System or through a bank card transfer are not credited to the Personal Account within 2 (two) business days of the date of payment, the Client shall have the right to request that the Company makes an inquiry into the transfer in accordance with Clause 7.3.

4.16. If funds transferred to the Client's External Account via bank transfer are not credited to the Client within 5 (five) business days of the withdrawal request acquiring "Funds sent" status, the Client shall have the right to request that the Company makes an inquiry into the transfer. The Company may provide the Client with a SWIFT-message copy confirming the bank transfer's execution.

4.17. If funds transferred to the Client's External Account through an Electronic Payment System or through a bank card transfer are not credited to the Client within 2 (two) business days of the withdrawal request acquiring "Funds sent" status, the Client shall have the right to request that the Company makes an inquiry into the transfer. The Company may provide the Client with a screenshot or an assigned reference number of the bank card transaction, confirming the transfer of funds to the Client's External Account.

4.18. The Client understands and accepts that the inquiry and request for documents, in accordance with Clauses 4.14, 4.15, 4.16 and 4.17 of these Regulations, 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.

4.19. In the event that a Company employee makes a mistake when carrying out a transfer, which results in funds not being credited to the Client's External Account, any expenses incurred in resolving the situation shall be at the Company's expense.

4.20. In the event that the Client makes a mistake when filling out the withdrawal request form which results in funds not being credited to the Client's External Account, any expenses incurred in resolving the issue shall be at the Client's expense.

4.21. The Client agrees that the Company has the right to unilaterally collect arrears on a Personal Account from funds held on any of the Client's other Accounts in Personal Area, or from another Personal Area account if the Company believes that there is a connection between this Personal Area account and the Client.

4.22. The transfer of funds to the Company Account and funds withdrawals from Personal Accounts shall meet the requirements and take into account the restrictions established by these Regulations, by current legislation, and other legal acts of countries within the jurisdiction of which the funds transfer takes place.

4.23. The Company has the right to restrict the Client's ability to conduct non-trading operations (as well as to suspend the execution of requests submitted by the Client) until the situation has been resolved, in the following cases:

- in the event that the Client breaches the Client Agreement;
- in order to rectify the consequences of a non-market quote;
- in the event of a technical failure occurring at the Company or at an authorized Company Agent.

4.24. In the event that a Personal Account falls into arrears, the Company retains the right to suspend any of the Client's withdrawal and internal account-to-account transfer requests including requests that were already made before the Personal Account fell into arrears - until the Client has paid off the arrears in full.



4.25. The Client may withdraw any of his/her profits that exceed the amount deposited from the specific destination of incoming of funds, from a bank account that belongs to him/her, provided that all the necessary evidence is submitted to the Company.

4.26. The Company shall have the right to reject to send funds to a country other than the country of residence of the Client.

4.27. The availability of each payment system may differ depending on country of residence of the Client.

## **5. Funds transfer options**

### **5.1. Bank transfer**

5.1.1. The Client may deposit/withdraw funds to/from their Personal Account via bank transfer provided that this payment method is supported by the Company at the moment the transfer is executed.

5.1.2. The Client may only deposit funds via bank transfer to the Company Account from a bank account registered in the Client's name.

5.1.3. The Company bank details, purpose of payment, and the due date should be observed carefully by the Client. In the event that the Client cannot make a transfer with the specified purpose of payment in the Bank Details, the Client must contact the Back Office Department to address this issue on an individual basis.

5.1.4. The Company shall have the right to reject the deposit of funds transferred by bank transfer to the Company Account in cases where the specified purpose of payment has been changed or in cases where funds have been transferred by a third party on the Client's behalf. In such cases, the Company shall return the funds to the bank account from which they were transferred. All costs incurred by returning such transfers shall be at the Client's expense.

5.1.5. The Client may submit a withdrawal request via bank transfer only to bank accounts registered in the Client's name.

5.1.6. The Company shall transfer money to the bank account of the Client in accordance with the details provided in the withdrawal request.

5.1.7. When transferring funds, the Company shall use the purpose of payment as provided in Personal Area. In the event that the purpose of payment is changed, the Company shall be obliged to inform the Client of the new purpose of payment immediately by publishing it in Personal Area.

5.1.8. The Client understands and accepts that the Company shall not bear responsibility for the terms and time of execution of a bank transfer by the Client's bank.

### **5.2. Bank card transfer**

5.2.1. The Client may make a deposit to their Account with accepted types of bank card - specified in Personal Area - at any time, provided that this method is supported by the Company at the moment the transfer is executed.

5.2.2. The acceptance of payments made by Clients of the Company through Personal Area by way of international card payment systems are carried out by official partners and Payment Service Providers that the Company collaborates with.

5.2.3. The Client may only carry out a transfer from a bank card issued in the Client's name.

5.2.4. Transfers from the bank cards of third parties are not accepted by the Company. In cases where the Company receives a payment to a Personal Account from the bank card of a third party, the Company shall issue a refund to the bank account from which they were transferred. All costs incurred by such a refund shall be at the expense of the Client or the aforementioned third party.

5.2.5. When making a deposit via a bank card, the Company shall have the right to request the following documents from the Client:

- a high-resolution scanned copy or photo of their passport;
- a high-resolution scanned copy or photo of a bank card, where the scan or photo of the front of the card should show: the first six (6) and last four (4) digits of the card number, the full name of the cardholder, the name of the issuing bank, and the expiration date. The scan or photo of the reverse side should show the cardholder's signature, but the CVC2 or CVV2 code should be concealed. The Client will need to provide a one-time scan or photo for each card used;
- any other proof that might be deemed appropriate from any credit institution connected with the said deposit/s;
- when transferring funds from a prepaid card (which does not bear the cardholder's name) or virtual card (which does not have a physical carrier card), the Client will need to provide a scan of the official confirmation letter from the issuing bank, verifying that the Client is the genuine cardholder. The document must contain the card number, the Client's full name, and bear the stamp of the issuing bank.

5.2.6. The Client understands and accepts that when using this type of transfer, the following restrictions shall be placed on the Client's Account:

a. Funds withdrawals shall only be possible via bank transfer to a bank account registered in the Client's name or to the bank card that was used to deposit the funds, provided that this payment method is supported by the Company at the moment the transfer is executed;

b. Funds withdrawals via Electronic Payment Systems and any other methods shall not be executed by the Company;

c. Funds withdrawals are made only to the card from which the deposit was made.

5.2.7. The Client understands and accepts that the Company shall not be held liable for the time required to execute transfers, the terms of execution by the card's issuing bank, or for circumstances resulting in a technical failure during the transfer's execution when the fault lies not with the Company, but with the issuing bank, processing center, or international payment system or any other involved to the relevant transaction stakeholder.

5.2.8. After the funds transferred by the Client via bank card have been credited to the Client's Account with the Company, the Company is considered as having completely fulfilled its obligations with regards to rendering services for the crediting of funds and shall not be subject to dispute.

5.2.9. In certain exceptional cases, the Company may refund payments made by bank card. In this case, the funds will be returned to the card that was used for the deposit. Additionally, funds will be returned in the same currency in which the Client made the deposit to their Personal Area account. The Client hereby understands and accepts that when refunding such payments, the Company bears no responsibility for banking fees and commissions associated with converting funds into the denomination currency of the Client's bank account. The refund shall be credited to the Client's bank account in accordance with the rules and timeframe set out by the issuing bank.

### **5.3. Electronic payment system**

5.3.1. The Client may make transfers via an Electronic Payment System (hereinafter, "EPS") to deposit funds to a Personal Account and withdraw funds from a Personal Account at any time, provided that this payment method is supported by the Company at the moment the transfer is executed.

5.3.2. The Client may only perform an EPS transfer through the Client's personal account registered with the EPS.

5.3.3. The Client shall be obliged to check the details of the Company Account in Personal Area before carrying out an EPS transfer in cases where the transfer is not executed automatically from Personal Area.

5.3.4. The Company shall transfer funds to the Client's EPS account in accordance with the details provided in the withdrawal request.

5.3.5. When making a deposit via an EPS, the Company shall have the right to request the following documents from the Client:

- (i) Proof of ownership of the EPS holder showing the same client as the account holder/owner;
- (ii) Proof of source of funds in case there is any request from authorities confirming the lawful possession and legitimate origin of the funds transferred to the Client's Account via the EPS.

5.3.6. The Client understands and accepts that the Company shall not be held responsible for the time required to execute the transfer, for the EPS's terms of service, or for circumstances resulting in technical failure during the execution of transfers when the fault lies not with the Company, but with the EPS.

### **5.4. Internal funds transfer**

5.4.1. The Client may submit an internal funds transfer request at any time provided that this method is supported by the Company at the moment the transfer is executed.

5.4.2. The Client may submit an internal funds transfer request to another Personal Account in Personal Area. Internal funds transfer requests to the accounts of third parties shall not be accepted by the Company.

5.4.3. Upon performing an internal funds transfer from a Client's account to which a deposit has previously been made via bank card or electronic payment system, withdrawal restrictions shall be placed on the Personal Account to which the funds are being transferred.

5.4.4. In the event that a Company employee makes a mistake when carrying out an internal transfer that results in funds being credited to the wrong account, the sum indicated in the request shall be returned to the Client at the Company's expense.

5.4.5. In the event that the Client makes a mistake when filling out the internal funds transfer request that results in funds being credited to the wrong account, the sum indicated in the request shall not be returned to the Client.

## **6. PERSONAL AREA**

6.1. The Client accepts the provisions of these Regulations concerning the use of Personal Area and consents to being subject to the obligations contained herein.

6.2. Personal Area is password-protected and the Client confirms and accepts that Personal Area is accessible only by using a password.

6.3. The Client accepts full responsibility for the security of their password and its protection from unauthorized access by third parties including Company employees. If ever Client gives access of their password to a third party, the latter should change the password with immediate effect.

6.4. All instructions completed through Personal Area after entering the password are considered to be executed by the Client.

6.5. Any party who has gained access to Personal Area by entering the password shall be considered to be the Client.

6.6. The Company shall not be responsible for any losses incurred as a result of theft, loss or disclosure of the password to third parties.

6.7. The Client shall have the right to change their Personal Area password independently or by following the password recovery procedure.

6.8. The Client can see the following deposit request statuses in the "My Transfers" section of Personal Area:

a. the "Processing" status means that the funds are waiting to be transferred to the Client's Account;

b. the "Funds deposited to account" status means that the funds have been deposited to the Client's Account.

c. The "Declined" status means that the request has been denied. The reason for the request being denied is shown in the details of the transfer.

6.9. The Client can see the following withdrawal request and internal funds transfer request statuses in the "My Transfers" section of Personal Area:

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a. the “Processing” status means that the request has been received by the Company;

b. the “Funds sent” status means that the funds have been transferred to the Client’s External Account that was specified in the request or that the funds have been deposited to another of the Client’s accounts in the case of an internal funds transfer;

c. the “Declined” status means that the request has been denied. The reason for the request being denied is shown in the details of the transfer.

6.10. Withdrawal requests and internal funds transfer requests may be cancelled by the Client (in the “My Transfers” section of Personal Area) before they are executed.

6.11. Deposit request, withdrawal request, or internal funds transfer request may be rejected by the Company provided the Company specifies a reason for the rejection.