

REGULATIONS ON NON-TRADING (FINANCIAL) TRANSACTIONS

February 2013

1. General provisions

1.1. These Regulations have been developed in scope of implementation of a complex of measures to counteract illegitimate trade, financial fraud and money laundering, and are aimed at protection of Company Clients against fraud, as well as detection and prevention of violations of the applicable laws in the field of counteracting money laundering and establishing uniform procedure of conducting non-trading (financial) transactions both by the Client and by the Company.

1.2. The Client hereby assumes the following obligations:

1.2.1. To comply with legal regulations, including international, which are aimed at counteracting illegitimate trade, financial fraud, and money laundering.

1.2.2. To exclude direct or indirect facilitation of illegal financial fraud and other illegal transactions using the rights granted by the Company to conduct non-trading (financial) transactions via the respective services in the Client Area.

1.2.3. To exclude direct or indirect facilitation of financial fraud, as well as other actions contradicting to the applicable national and international laws.

1.2.4. To exclude from one's practices pertaining to the use of the Client Area, any actions that can cause direct or indirect harm to counteracting money laundering and financing of terrorism.

1.2.5. The Client hereby guarantees legitimate origin and legitimacy of title and rights of use of financial resources transferred by it to the Account (s) of the Company for the purpose of crediting the trading account opened for the Client.

1.3. For instant communication with the Client for the purpose of solving issues on non-trading (financial) transactions the Company shall use the contact information of the Client specified upon registration of the Client or changed by the latter in accordance with the procedures envisioned by the Company. The Client hereby agrees to accept information messages from the Company at any time. Moreover, the Client hereby agrees to have such information messages delivered to the Client using any means available to the Company (telephone, internal mail of Client Area, e-mail, SMS, etc.).

1.4. The Company reserves the right to investigate the nature of suspicious non-trading (financial) transactions, whereupon it can suspend such operations until clarification of their causes and conclusion of investigation.

1.5. While conducting the investigation to protect the Client from fraud, the Company reserves the right to request from Client, including, but not limited to, the copies of identification document and/or banking cards used to credit the trading account of the Client, payment and other documents confirming the legitimate origin of financial resources, legitimacy of ownership and the right to use financial resources.

1.6. In the event of detecting suspicious non-trading (financial) transactions, the Company may:

1.6.1. Deny the Client the right to conduct such transactions.

1.6.2. Limit the writing off of funds from account of the Client by any means at the discretion of the Company.

1.6.3. Return the funds credited to the account earlier from the trading account of the Client to accounts from which such funds had been credited to the trading account of the Client.

- 1.6.4. Close the trading account of the Client with the Company and deny any further services to this Client.
- 1.6.5. Indisputably withhold the sums of fees, bonuses (interest) from the trading account of the Client compensated to the Client earlier under non-trading (financial) transactions (if any).
- 1.6.6. Indisputably write off from the trading account of the Client any commissions and other expenses related with conducting suspicious non-trading (financial) transactions.
- 1.6.7. On a compulsory and unilateral basis close the open positions of the Client under merchandise transactions and (or) suspend the investment activities of the Client after registering profit or loss.
- 1.6.8. Prohibit Client's access to the trading and/or investment terminal until obtaining a more complete and thorough understanding of a suspicious non-trading (financial) transaction.
- 1.7. The denial to conduct suspicious non-trading (financial) transactions and abrogation of the agreement with the Client due to detection of suspicious non-trading (financial) transactions shall not be deemed grounds for civil liability of the Company for failure to fulfill obligations under agreement with the Client.

2. Identification criteria and features of suspicious non-trading (financial) transactions

- 2.1. A non-trading (financial) transaction can be recognized as suspicious by the Company in case of:
- detected misuse of crediting an (or) writing-off of funds to and (or) from the trading account of the Client, including, but not limited to, without conducting trading (or) investment transactions for this trading account with the use of funds credited to this trading account in accordance with the procedure envisioned by the agreement with the Client and Company by-laws;
 - detected intricate and unusual nature of non-trading (financial) transactions that do not possess an obvious economic meaning or do not pursue legitimate goals;
 - detected circumstances that imply that non-trading (financial) transactions are conducted for the purpose of legitimization (laundering) of income obtained by criminal means or financing of terrorism;
 - failure of the Client to submit information required for Client identification within timeframe specified by the Company, submission of inaccurate information or failure to contact the Client at addresses and telephones specified by the Client;
 - submission of fake (forged) or invalid documents and low quality documents (black-and-white, illegible documents and documents containing unstipulated changes, etc.).The aforementioned list is not exhaustive and can be amended (supplemented) at any time at the discretion of the Company.
- 2.2. These transactions are identified on the basis of their subjective evaluation by the Company by way of a regular analysis of non-trading (financial) transactions of its Clients.
- 2.3. The list of attributes of suspicious non-trading (financial) transactions and detection criteria listed in clause 2.1 hereof is not final and mandatory. The Company may acknowledge a transaction as suspicious based on analysis of economic nature of the transaction in question, concomitant circumstances, as well as interaction with the Client or its representative.
- 2.4. Upon detecting a suspicious non-trading (financial) transaction the Company may take an independent decision on both the subsequent actions regarding the Client, its trade and (or) investment activities, and on non-trading (financial) transactions of such Client.

3. Depositing of funds to the trading account of the Client

3.1. Depositing of funds to Client's trading account can be performed in the following ways:

3.1.1. By transfer of funds to Company Account or its authorized paying agents. The information about payment details of the Company can be found on official websites¹ of the Company and in Client Area.

3.1.2. By transfer of funds to the trading account of the Client from another trading account of the Client opened in the Company within one profile, as well as from an investment account of the Client.

3.1.3. By repayment of funds to the trading account of the Client previously written off from such Client's trading account in accordance with the procedure envisioned by Section 4 of these Regulations, should a Company fail to contact the Client for prompt solution of a problematic situation that occurred in the course of executing a Client's order to write off funds and recurring execution of a corresponding Client's order.

3.2. The transfer of funds, provided for in clause 3.1.1 hereof shall be executed in compliance with the following terms:

3.2.1. The Client has a right to conduct bank transfer to the Account of the Company specified in Client Area only from a bank account opened in its name, or make a payment on one's own behalf without opening a bank account.

3.2.2. The Client has a right to transfer funds to the Account of the Company using electronic funds from account (e-wallet) opened in one's name. In this case, including for the purpose of section 6 hereof, the Company may request from the Client a screenshot of the transfer or payment notification regarding the payment system confirming the transfer of funds to the Account of the Company.

3.2.3. The Client may transfer funds using a bank card (credit or debit) held by the Client. In this case, the Company may request the Client to submit the documents confirming the fact that Client is the holder of the bank card, as well as a scanned image of the bank card used for the Transfer of funds. If such documents were not submitted or the Company has reasons to believe that these documents are fake (invalid), the Company reserves the right to return funds to the account from which the transfer was made.

3.2.4. In the event of submission of a scanned image of a bank card in conformity with the requirements of this clause, the following requirements have to be met for its safe transfer:

- On the front side, close the number of the bank card and leave only the first six digits and last four digits;
- On the reverse side close safety code CVV2/CVC2;
- On the reverse side signature of the cardholder shall be present.

3.3. The Client hereby understands and agrees that all commission fees and other costs pertaining to the selected method of crediting the trading account of the Client shall be paid at Client's expense. The Company places the information about the specified costs on its official websites and in Client Area. Without prejudice to the provisions of this clause, the Company reserves the right to conduct full or partial refund (reimbursement) of commission fees and other costs pertaining to crediting of the trading account of the Client.

¹ <http://www.fibo-forex.org>
<http://www.fibogroup.com>

- 3.4. The currency used by the Company to transfer funds to credit the trading account of the Client, as well as exchange rate is specified in the Client Area.
- 3.5. The Client shall transfer funds to the Account of the Company in conformity with the requirements and should take into consideration the restrictions envisioned by the applicable laws and other regulations of countries from which the corresponding transfer of funds is made.
- 3.6. The Client shall check bank details of the corresponding Account of the Company in Client Area before each transfer of funds. The Client shall be held solely liable for accuracy of transfer of funds conducted by the Client. In the event of change of bank details of the Account of the Company the Client shall be held solely liable for transfer of funds using obsolete (invalid) bank details after publication of new bank details.
- 3.7. The Company shall refuse crediting the trading account of the Client on account of funds transferred to the Account of the Company, if the purpose of the transfer specified by the Client upon transfer of funds differs from the purpose specified on Client Area page. In this case, the Company shall forward a specifying letter (message) to the Client.
- 3.8. The crediting of the trading account of the Client using methods listed in clause 3.1 hereof shall be performed within the following timelines:
- 3.8.1. In the event of crediting of the trading account by transfer of funds to the Account of the Company, no later than the following business day² after the day of inflow of funds to the Account of the Company if the payment document has all the data required for identification of the payment and the payee. If the Client uses means (methods) to instantly credit its trading account (if such methods are at the disposal of the Company and are accepted by the Company), as well as international payment systems VISA, MasterCard, WebMoney, etc., after end of business day Friday the funds is credited to the account within the following business day.
- 3.8.2. In case the trading account of the Client is credited by transfer of funds from another trading account of the Client (clause 3.1.2. hereof) automatically and instantly, in the event automatic transfer is impossible the account is credited no later than at the end of the next business day after obtaining an instruction to carry out internal transfer, which executes the respective funds transfer.
- 3.9. The Client hereby understands and agrees that the Company shall not be held liable for the duration of funds transfers for circumstances entailing related technical malfunctions if they occurred through circumstances beyond control of the Company.
- 3.10. If funds transferred by bank transfer failed to arrive to the Account of the Company within 5 (five) banking days after the date of sending, the Client may address the Company with a request to conduct a banking investigation regarding such transfer. The Client hereby understands that banking investigation may entail commission costs payable by the Client. The method of payment of such costs shall be considered individually and can be implemented by either transferring the required sum to the Account of the Company or by writing off of the required sum from the trading account of the Client.
- 3.11. To conduct the banking investigation regarding the transfer of funds to the Account of the Company, the Company has to prepare a request via the feedback form, and submit all documents confirming the funds transfer: payment orders, a copy of the document confirming international transfer of funds (swift), etc.² For the purposes of these Regulations, a business day is any day from 7 a.M. to 7 P.M. eastern european time (standard time) and from 8 a.M. to 8 P.M. eastern european time (daylight saving time) with the exception of saturday and sunday, as well as bank holidays in the Republic of Austria.

² For the purposes of these Regulations, a business day is any day from 6 A.M. to 6 P.M. (UTC) with the exception of Saturday and Sunday and bank holidays.

- 3.12. If funds transferred from the banking card of the Client failed to arrive to the Account of the Company within 10 (ten) business days, the Client may address the Company with a request to conduct an investigation.
- 3.13. If funds transferred from electronic account (e-wallet) of the Client in the payment system failed to arrive to the Account of the Company within 2 (two) business days, the Client may address the Company with the request to conduct an investigation regarding the transfer. In this case, the Client shall provide to the Company a copy of the excerpt confirming funds transfer to the Account of the Company.
- 3.14. Without prejudice to the provisions of this section, the Client hereby understands and agrees that any information relating to the depositing of funds to the Client's trading account, including methods, procedure and terms of depositing of funds to the Client's trading account, placed on official websites or in Client Area, is incorporated into these Regulations by reference and, correspondingly, is mandatory for the Client.

4. Funds withdrawal from Client's trading account

- 4.1. The Client may at any time withdraw all or part of funds from its trading account by sending an instruction to withdraw funds from Client's trading account or conduct an internal transfer of Client's funds to another trading account of the Client under one and the same Client Area (hereinafter "Instruction"). The Instruction shall contain the directive of the Client to withdraw funds from its trading account or transfer funds to another trading account of the Client opened with the Company in conformity with the following conditions:
- 4.1.1. The Instruction of the Client shall be executed within no more than clear funds balance in the trading account of the Client and no less than the commission for withdrawal of funds retained by the Company from the sum specified in the respective Instruction in conformity with the rates published on the official websites of the Company and in Client Area. The clear balance is calculated automatically in real-time mode. The Company may set up a minimal sum of withdrawal for each payment system by publishing it on official websites of the Company and in Client Area. The Company reserves the right to not accept the Instructions for the sum lower than the minimal. The Company may turn down such Instruction at its own discretion.
- 4.1.2. The Client shall execute the Instruction in the currency of its trading account. If the currency of Client's trading account differs from the currency specified in the Instruction, the Company shall convert the sum subject to withdrawal from Client's trading account into the currency envisioned by the Instruction at the internal exchange rate of the Company published on the official websites of the Company and in Client Area.
- 4.1.3. The Instruction of the Client shall correspond to the requirements and take into consideration limitations set by the applicable laws and other regulations which are equally applicable to the Client and the Company.
- 4.1.4. The Instruction of the Client should comply with the requirements and take into account the restrictions imposed by Company regulatory documents, the agreement between the Company and the Client and requirements published on the official websites of the Company and in Client Area.
- 4.1.5. The Instruction of the Client shall be deemed accepted by the Company if it is executed in writing in the Client Area. Any Instruction executed otherwise shall not be accepted by the Company.
- 4.2. The Client may withdraw funds in conformity with the method selected by the Client pursuant to the list specified in the Client Area. If not all listed methods are available to the Client, the Company notifies the Client thereof directly upon selecting such method or at any other moment before the Instruction is processed by the Company.

- 4.3. The currency of the transfer, the exchange rate, the size of the commission fee and other costs, as well as minimum and maximum funds withdrawal sums shall be determined depending on the used withdrawal method and are specified in the Client Area. The Company may unilaterally change the respective funds withdrawal parameters.
- 4.4. The Client hereby understands and agrees that any commission fees and other costs pertaining to the execution of the selected withdrawal method shall be at the expense of the Client.
- 4.5. The Company shall execute Client's Instruction by funds transfer to the external account of the Client via a system of paying agents, such as banks, payment system operators, etc.
- 4.6. The funds withdrawal Instruction to the bank account shall be processed within 3 (three) business days upon receipt for processing, exclusive of the day of receipt for processing. Any other Instructions shall be processed on an ongoing basis but no later than within 2 (two) business days after execution by the Client, exclusive of the day of receipt of Instruction.
- 4.7. The Client may execute the Instruction to withdraw funds to the bank account or account (wallet) opened in any payment system specified on the official websites of the Company and in Client Area, if the following requirements are met:
- 4.7.1. These accounts (wallets) were registered in the name of the Client, which executed the instruction to withdraw funds. The Company shall not accept the corresponding Instruction executed for the bank account or electronic account registered in the name of a third party.
- 4.7.2. When using a payment system, the withdrawal of funds from Client's trading account can be carried out only to the accounts (wallets), from which the crediting of Client's trading account or any accounts (wallets) of the same payment system registered in Client's name was performed.
- 4.7.3. The Company reserves the right to request from the Client any documents and (or) information, which the Company deems necessary for the purposes of executing an Instruction.
- 4.7.4. Apart from conditions set forth in sub-clauses 4.7.1. and 4.7.3 hereof, the Instruction to withdraw funds to the electronic account (wallet) in international payment system WebMoney shall not be accepted for execution in case last name, name and (or) middle name of owner of the electronic account WebMoney are closed for viewing.
- 4.8. Deduction of funds from a trading account of a Client is executed not later than 2 (two) working days after receiving the completed instruction in a proper way exclusive of the day of Instruction's submission.
- 4.9. It is assumed that the Client shall withdraw funds from its trading account in the same currency and by the same method the trading account of this Client was credited. If the Client intended to withdraw funds from its trading account using a method different from the method this account was credited, or in a different currency the Company reserves the right to reject this operation without giving any reasons.
- 4.10. Without prejudice to any provisions hereof, in exceptional circumstances when the Company has the reason to believe that non-trading (financial) transactions of the Client are of dubious nature, the Company reserves an exclusive right to withdraw Client's funds only to the bank account of the Client on condition of mandatory identification of the Client. Furthermore, the withdrawal of Client's funds using the aforementioned method shall be deemed due execution of Instructions by the Company regardless of withdrawal methods specified therein.
- 4.11. If funds sent by bank transfer failed to arrive to the external account of the Client within 5 (five) business days after the date of execution of the Instruction, the Client may address the Company with a request to conduct an investigation regarding such transfer. The Company may submit to the Client a copy of the payment order confirming withdrawal of funds from the Account of the Company.

- 4.12. If funds sent to the electric account (wallet) in the payment system failed to arrive to the electric account (wallet) of the Client within 2 (two) business days, the Client may address the Company with a request to conduct an investigation regarding such transfer. The Company may submit to the Client a copy of the payment order confirming transfer of funds to the electronic account (wallet) of the Client.
- 4.13. The Client hereby understands and agrees that investigation and request of documents can entail commission fees payable by the Client. The method of payment of such costs shall be considered individually and can be implemented by either transferring the required sum to the Account of the Company or by writing off of the required sum from the trading account of the Client.
- 4.14. If upon writing off of funds the Company made a mistake resulting in failure to credit funds to the external account of the Client, the commission fees pertaining to resolving such situation shall be covered by the Company.
- 4.15. If upon preparation of the Instruction the Client made a mistake in its bank details resulting in failure to credit funds to the external account of the Client, the commission fees pertaining to resolving such situation shall be covered by the Client.
- 4.16. The Client may cancel a previously prepared Instruction by canceling the Instruction. The Client may cancel a previously prepared Instruction until transfer of funds to the external account of the Client. In the event the cancelation of previously prepared Instruction was submitted by the Client during execution of this Instruction by the Company or organization servicing the Account of the Company, the Client shall accept everything executed by the Company or organization servicing the Account of the Company during execution of the Instruction and indemnify the cost of services provided and expenses incurred to the Company.
- 4.17. Without prejudice to the provisions of this section the Client hereby understands and agrees that any information pertaining to the withdrawal of funds from the trading account of the Client, including information on methods, procedure and terms of withdrawal of funds from the trading account of the Client published on the official websites of the Company and in Client Area is incorporated into this Section by reference and, consequently, is binding upon the Client.

5. Responsibility

- 5.1. The Company shall be held liable for any damage incurred by the Client as result of failure of discharge of its obligations by the Company under the agreement with the Client.
- 5.2. The Client shall be held liable to the Company for any losses caused to the Company through fault of the Client, including losses incurred due to failure to submit (untimely submission) of any documents or information by the Client as envisioned by these Regulations and (or) other Company regulatory documents, as well as for losses incurred by the Company as a result of misrepresentation of information contained in the documents submitted by the Client.
- 5.3. The Company shall not be held liable for any losses of the Client, if such losses were incurred as a result of hacker attacks, failures (malfunctions) of computer networks, server or telecommunication equipment, power lines or electric communication systems used directly for non-trading transactions and for other Company work procedures that occurred due to circumstances beyond control of the Company.
- 5.4. The Company trusts completely in the information provided by the Client during Client's registration and notified by the Client in Client Area, and in other cases set out in these Regulations, and shall not be held liable for its reliability. The Client shall be held liable for accuracy and validity of information submitted to the Company and for any and all consequences caused by its inaccuracy and (or) invalidity.
- 5.5. The Client shall immediately notify the Company of any detected mistakes in the records made in the Client Area by filling out a feedback form available in Client Area.

6. Investigation of non-trading (financial) transactions and settlement of disputes

- 6.1. The Parties shall seek to solve any disputes and dissensions between the Company and the Client regarding actions envisioned by these Regulations by way of negotiations, failing which they will bring the matter to court in conformity with complaint procedure of settlement of disputes. For the purposes of this clause any competent court of the British Virgin Islands shall be deemed a court competent to adjudicate and settle disputes between the Company and the Client and ensuing from relations settled hereby. The applicable law shall be the law of the British Virgin Islands.
- 6.2. The Client shall properly fill out the standard feedback form in the Client Area in order to prepare a request to conduct an investigation or formulate a claim regarding non-trading (financial) transactions. Any requests delivered otherwise (via a forum, e-mail, telephone, etc.) shall not be considered or investigated.
- 6.3. Each request and (or) claim prepared in conformity with clause 6.2. hereof shall be automatically assigned a unique application number, and a corresponding confirmation shall be sent to the Client from Company's electronic address.
- 6.4. The time of occurrence of a disputable situation under non-trading (financial) transactions for the purpose of formulation of a claim shall be the time when entry is made in the history of payments in Client Area.
- 6.5. The Company may dismiss a request and (or) claim if it contains the following:
- emotional evaluation of a disputable situation;
 - offensive language with regard to the Company or its employees;
 - obscenities.
- 6.5. In order to conduct a transfer investigation or to consider a claim pertaining to suspicious non-trading (financial) transactions, the Company may request the Client to provide additional payment documents, identification documents and any other documents deemed necessary by the Company to conduct the investigation or settle a claim.
- 6.6. The Client shall file any claims with regard to non-trading (financial) transactions within 5 (five) business days after the respective action is performed. The Client hereby agrees that delay of claim filing time shall constitute undisputable reason to consider the claim.
- 6.7. A claim regarding non-trading (financial) transactions shall be prepared using feedback form. Claims shall be considered within 10 (ten) business days. If documents are not attached to the claim, which are required for its consideration, they are requested from the Client with indication of the timeframe for their submission. In the event of failure to obtain the requested documents by the specified term, the claim is considered based on the documents held by the Company. The response to the claim is sent by email (to the email address of the respective Client, specified by it during registration).
- 6.8. The Company reserves the right to partially or fully (as the case may be) block (depending on the merits of dispute) the transactions in the trading account (s) of the Client until the disputes are settled or the Parties reach intermediate (preliminary) agreement.
- 6.9. Any requests and claims shall be accepted for consideration and settled by the department of financial consulting of the Company, which may engage any employees of the Company for due consideration and settlement of disputes and claims of Clients.

7. Amendments to the Regulations

- 7.1. The Company makes any changes and amendments to these Regulations and other regulatory documents unilaterally.
- 7.2. Any changes and amendments made by the Company with regard to change of laws and other regulations governing the services provided by the Company, as well as Company regulatory documents, shall take effect simultaneously with commencement of changes in said regulations and documents.
- 7.3. Any changes and amendments made by the Company hereto, as well as to any Company regulatory documents at the initiative of the Company shall take effect on or after the date specified by the Company.
- 7.4. With the purpose of ensuring guaranteed familiarization with the changes and amendments before their commencement the Client shall regularly (at least once a week) by itself or via authorized persons check official websites of the Company for information about changes and amendments made in this Regulations, as well as in other Company regulatory documents.
- 7.5. Upon commencement of the respective changes in conformity with the requirements of this section, such changes and (or) amendments hereto, as well as other Company regulatory documents shall apply equally to all Company Clients, including Clients who entered into an agreement before the relevant amendments took effect.

8. Conflict of interests

- 8.1. The Company shall undertake any reasonable measures to identify the conflict of interests that can arise between the Company, its employees, interested third parties and the Client.
- 8.2. Should the Company identify the conflict of interests, the Company shall undertake all reasonable efforts to prevent any misuse of the situation at hand by any of its participants.