

Rules for Non-Trading Operations

FOREX CLUB INTERNATIONAL LLC

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1. GENERAL PROVISIONS

- 1.1.** These Rules were drafted for the purposes of implementing anti-illicit trade, anti-financial fraud and anti-money laundering measures, aiming to protect the Clients of FOREX CLUB INTERNATIONAL LLC against fraud, detect and prevent any violations of law and formalise the procedure for Non-Trading Operations on the Accounts of the Company's Clients.
- 1.2.** The Client shall:
 - 1.2.1.** Comply with all legal norms, including international ones, aimed at combating illicit trade, financial fraud and money laundering measures
 - 1.2.2.** Avoid direct or indirect aid to any illegal financial activities and any other illegal operations using the Personal Account
 - 1.2.3.** Avoid direct or indirect aid to any financial fraud or any other actions which are contrary to international law and legal norms
 - 1.2.4.** Avoid any actions that may directly or indirectly impair anti-money laundering measures when using the Personal Account for any practical purpose
 - 1.2.5.** Guarantee that he/she is entitled to use the funds transferred to the Company's Accounts and that the funds are of legal origin and lawfully possessed.
- 1.3.** To ensure prompt communication with the Client in order to resolve any issues related to Non-Trading Operations, the Company shall use the Client's contact information submitted during registration or changed to comply with the rules as set forth by the Company. The Client agrees to receive communication from the Company at any time.
- 1.4.** The Company reserves the right to investigate the nature of any dubious Non-Trading Operations and to suspend such Operations until the identification of the reasons for their occurrence and the end of the investigation.
- 1.5.** According to these Rules, during the investigation, the Company reserves the right to request copies of all the Client's identification cards and bank cards (as instructed by the Company) used to fund his/her Account, billing and other documents confirming the lawful possession and legal origin of funds.
- 1.6.** If a dubious Non-Trading Operation is identified, the Company has the right to:
 - 1.6.1.** Refuse to execute such Operations for the Client
 - 1.6.2.** Restrict the withdrawal of funds from the Client's Account in any way (at the Company's discretion)
 - 1.6.3.** Return the funds previously transferred from the Client's Account to the accounts from which such funds were transferred to the Company's Account
 - 1.6.4.** Close the Client's Account and refuse any further service
 - 1.6.5.** Charge the Client's Account a fee for servicing the Client's Account if the Client fails to perform any Trading Operations within the time set by the Company or

charge the mentioned fee for the period from the date of opening of the Client's Account through the date of closing it by the Client, as well as in other cases of inappropriate use of the Account by the Client as specified by the Company

- 1.6.6.** Deduct from the Client all the fees and expenses related to the execution of the dubious non-trading transaction(s)
- 1.6.7.** Close the Client's Open Positions and record his/her Financial Result
- 1.6.8.** Block access to the Trading Platform until the elimination of the circumstances which made the transaction appear dubious.
- 1.7.** Refusal to execute dubious Non-Trading Operations, as well as the termination of the Agreement made with the Client whenever a dubious Non-Trading Operation is identified by the Company, shall not trigger any civil liability on the Company's part for failure to fulfil the obligations hereunder.
- 1.8.** If the Company deems it necessary it has the right at its own discretion to enforce withdrawals from the Client's Account to the accounts from which such funds were transferred to the Company's Account.
- 1.9.** The Company has the right to close the Client's Account in the following cases:
 - 1.9.1.** If the Client does not execute any Operations on the Account within at least 30 (thirty) consecutive calendar days and if no funds are available on the Client's Account
 - 1.9.2.** If the Client does not perform any Transactions on his/her Client Account for at least three years in a row, regardless of whether the Client has any funds on his/her Client Account, while the Company has taken all necessary and reasonable actions in order to contact the Client and/or the Client's lawful heirs and/or legal representatives through all possible means of communication but failed to do so. In such a case, no action taken by the Client during this timeframe shall mean that the Client withdraws from the Agreement and waives his/her right for all property (funds) they have within the terms stipulated in this Agreement.
 - 1.9.3.** Any other cases established by this Agreement and these Rules.
- 1.10.** No delay or omission in the exercise of any right, power stipulated herein and/or the Agreement or arising out of the Agreement or remedy obtained by the Company due to any breach or default under this Rules shall be deemed a waiver of such right, power or remedy.
- 1.11.** If the Client submits a Request for Withdrawal of Funds defined in Section 4 hereof and in case of failure to execute Trading Operations before the relevant Request is submitted, the Company has the right to charge the Client an additional fee for executed Non-Trading Operations in the amount of 2% of the total sum of the funds withdrawn.
- 1.12.** Rates for account servicing are published on the Company's Website.
- 1.13.** If the Company denies the Client service or the ability to work on a certain Trading Platform, the Company has the right to restrict withdrawal of funds from the Client's Account in any way (at the Company's discretion).

2. DETECTION CRITERIA FOR AND FEATURES OF DUBIOUS NON-TRADING OPERATIONS

- 2.1.** A Non-Trading Operation may be deemed dubious by the Company if:
- 2.1.1.** Excessive numbers of funds transferred to and/or from the Client's Account are revealed even if no Trading Operations are performed on the Client's Account
 - 2.1.2.** Any odd Operations with no evident economic rationale or evident lawful goal are identified
 - 2.1.3.** Any circumstances that imply that Operations are executed for money laundering purposes or for terrorist financing are revealed
 - 2.1.4.** The Client fails to submit information to enable his/her identification within the time set by the Company or submits inaccurate data and/or the specified addresses and phone numbers fail to provide communication with the Client
 - 2.1.5.** Forged, invalid or low-quality documents (monochromatic, illegible) are submitted
 - 2.1.6.** The absence of a permanent regulating body of a legal entity, other body or person that has a right to act on the legal entity's behalf without power of attorney at a legal entity's location
 - 2.1.7.** The Client's failure to provide any information needed to identify the beneficiary (final beneficiary), i.e., a person in whose benefit the Client acts (in particular, based on an agent agreement, commission agreement or asset management agreement) at the Company's request
 - 2.1.8.** The Client's failure to provide any information and/or documents requested by the Company, including those related to the Client's financial state, i.e., legal entity and/or beneficiary (final beneficiary).
- 2.2.** The criteria for revealing and indicators of dubious Operations stated in these Rules are not obligatory or exhaustive. A Non-Trading Operation can be recognised by the Company as dubious based on the analysis of its specific details, components, related circumstances and interaction with the Client or his/her representative even if there are no formal criteria or indicators mentioned in these Rules. The Company's subjective evaluation shall be the basis for detecting the said Operations.
- 2.3.** If any dubious Non-Trading Operations are detected, the Company shall have the discretion to make a decision on further actions concerning the Client and his/her Trading and/or Non-Trading Operations.

3. FUNDING THE CLIENT'S ACCOUNT

- 3.1.** To fund his/her Account, the Client can transfer the funds to the Company's Accounts or the accounts of Paying Agents authorised by the Company: Holcomb Finance Limited (Kennedy, 12, KENNEDY BUSINESS CENTRE, Floor 2, 1087, Nicosia, Cyprus, Registration No. HE 183254), Libertex International Company LLC (St. Vincent & the Grenadines). The list of the

relevant authorised Paying Agents and their banking details are specified in the Personal Account.

- 3.2.** To transfer the funds to the Company's Accounts, the Client shall meet the requirements and consider the restrictions as laid down by applicable laws and legal acts adopted by the country or countries where the said transfer is made.
- 3.3.** Before making a transfer, the Client shall use the data in the Personal Account to check the banking (and/or any applicable payment) details of the Company or the Company's partners.
- 3.4.** The Client is solely liable for the accuracy of all payments made by him/her. If the Company's banking and/or any applicable payment details were changed, the Client shall be solely liable for all payments made under the outdated banking and/or any applicable payment details as soon as the new ones are posted within the Personal Account.
- 3.5.** The Client can either use only his/her personal bank account or make a personal payment (without opening a bank account) to make a bank transfer to the Company's Bank Account specified on the Client's page in the Personal Account.
- 3.6.** The Company reserves the right to refuse to credit the funds transferred to the Company's Account if the payment reference of such funds differs from the one specified on the Client's page in the Personal Account. In such a case, the Company shall send the funds back to the account from which they were transferred. All the expenses related to such a transfer shall be attributable to the Client.
- 3.7.** If the payment was received from a bank/money institution plastic card of a third party, the Company can require submitting the documents confirming the third party's consent to fund the Client's Account, documents identifying the third party and a scanned copy (scan) of the plastic card. If the documents are not submitted or if the Company has reasons to deem the documents unreliable, the Company reserves the right to return the payment to the account it was transferred from. To submit a scanned copy of a bank card in compliance with this clause, the below requirements shall be followed for security purposes:
 - 3.7.1.** The number on the face of the card must be covered, leaving only the first six and the last four figures.
 - 3.7.2.** The CVV2/CVC2 security code on the reverse shall be covered, as well.
- 3.8.** The Client understands and agrees that the Company shall not be liable for the period of payment transfer and the circumstances which led to the transfer malfunction.
- 3.9.** The Company shall credit the funds received on the Company's Account to the Client's Account. The Client understands and agrees that all fees and other expenses relating to the method of transfer he/she selected and crediting of funds shall be attributable to the Client.
- 3.10.** The appropriate currency for the Company to accept the transferred funds and remit those to the Client's Account is specified in the Client's Personal Account.

- 3.11.** The conversion rate, as well as other expenses related to crediting of funds are published in the Personal Account and may be changed at the Company's discretion.
- 3.12.** Funds that are not directly related to the compensation costs shall be credited to the Client's Account if:
 - 3.12.1.** The funds transferred by the Client arrive in the Company's Accounts specified in the Personal Account
 - 3.12.2.** Funds are transferred to the Client's Account from a different Account of the same Client opened with the Company within the same Personal Account between different Trading Platforms (MetaTrader 4, MetaTrader 5, Libertex)
 - 3.12.3.** The funds previously transferred to the Client are returned to the Company's Accounts in case of failure to contact the Client in order to resolve a problem promptly and re-transfer the funds.
- 3.13.** Funds shall be credited to the Client's Account within the following timeframes:
 - 3.13.1.** If the Client's Account is funded by transferring the money to the Company's Account or accounts of Paying Agents – not later than the end of the next working day from the date of the arrival of funds in the Company's Account or an account of a Paying Agent with all data required to identify the payment available in the billing document. The Company shall not be liable for the prompt and accurate crediting of funds transferred by the Client using banking details which differ from those posted in the Personal Account. If the Client uses some means of instant account funding, such as top-up vouchers, to credit his/her Account or uses international payment systems or card schemes — such as Visa, MasterCard, Skrill, etc. — after the end of the Trading Day on Friday, the funds may be credited before the first hour of the following Trading Day ends.
 - 3.13.2.** If the Client's Account is funded by transferring the money from the Client's different Account (Request for Internal Transfer of Funds) within 1 (one) Trading Day, but not later than the end of the following business day from receipt of the Request for Internal Transfer of Funds.
- 3.14.** If the funds sent through bank transfer didn't arrive in the Client's Account within 5 (five) business days of the date of transfer, the Client has the right to fill in the feedback form in the Help and Support section of the Company's Website and send a request supported by documents confirming the executed bank transfer (payment orders, copies of documents (SWIFT), etc.) to the Company.
- 3.15.** Pursuant to the Client's request, the Company shall carry out an internal investigation in order to resolve the situation as defined in these Rules. The Client understands that such an investigation may involve certain commission costs, which are to be covered at the Client's expense. The way of covering such expenses will be chosen individually and can be executed either by transferring the necessary amount to the Company's Accounts or via writing the amount off the Client's Account.
- 3.16.** Depending on the internal investigation result, the Company shall take one of the following actions:

- 3.16.1.** If the investigation reveals that the funds didn't arrive in the Company's Account, the Company shall finish the internal investigation and notify the Client of this result. The Client has the right to address the bank that made the transfer for further investigation of the circumstances specified in these Rules. The Company shall bear no liability for any disputes or conflicts arising between the Client and the bank in connection with the transfer made by the latter.
- 3.16.2.** If the Company discovers that the funds arrived in its Account, it shall finish the internal investigation and credit the funds to the Client's Account.

4. WITHDRAWING FUNDS FROM THE CLIENT'S ACCOUNT

- 4.1.** The Client can at any time give an order regarding any or all the funds deposited to his/her Account by sending to the Company a Request to Withdraw Funds from the Client's Account or a Request for Internal Transfer of the Client's Funds to his/her other Account. The Request shall contain the Client's order to deduct the available funds from the Client's Account or the order to transfer funds to his/her other Account opened with the Company, in compliance with the following conditions:
 - 4.1.1.** The Client's Request to Withdraw Funds shall cover the amount not exceeding the free balance of the Client's Account and not less than the amount of withdrawal commission kept back by the Company from the sum specified in the Request under Trading Accounts Maintenance Fee Schedule. The free balance shall be calculated automatically online, taking into consideration the current loss on open positions and the sum required to maintain open positions. Requests for sums which are less than or equal to the withdrawal commission are not accepted and will not be executed; the Company can waive such a Request.
 - 4.1.2.** The Client's Request to Withdraw Funds from his/her Account shall meet the requirements and consider the restrictions as set forth by the applicable laws and other legal acts adopted by the countries where the said transfer is made.
 - 4.1.3.** All the Client's Requests to Withdraw Funds from the Client's Account shall meet the requirements and consider the restrictions as set forth herein and in the Agreement entered into between the Client and the Company.
- 4.2.** A Paying Agent or Payment Partner authorised by the Company can transfer the funds to the Client's Account to execute the Request to Withdraw Funds from the Client's Account.
- 4.3.** The Client shall process a Request to Withdraw Funds or a Request for Internal Transfer in a currency of the Client's Account. If the currency of the Client's Account differs from the currency specified in the Request, the amount of transfer shall be converted to the currency specified in the Request by the Company.
- 4.4.** The currency of transfer, conversion rate, the amount of commission and other costs, as well as minimum and maximum amounts of withdrawals, shall be determined by the Company depending on the applied method of withdrawal specified in the Personal Account.

- 4.5.** The Client understands and agrees that all commission and other costs connected with applying and following the method of withdrawal chosen by him shall be paid by the Client.
- 4.6.** A Withdrawal of Funds from the Client's Account shall be carried out upon the receipt of a Request to Withdraw Funds or a Request for Internal Transfer by the Company.
- 4.7.** A Request shall be deemed accepted by the Company if it is executed and displayed in the Personal Account. A Request executed by any other method shall not be deemed accepted by the Company.
- 4.8.** A Request to Withdraw Funds shall be processed by the Company within 10 (ten) business days.
- 4.9.** The Client can make a Request to Withdraw Funds to a banking account, an electronic account (e-wallet) or a bank card (Visa/MasterCard) on the condition that they are registered in his/her name. The respective Requests registered for the banking account of third parties, the electronic account of third parties, bank card (Visa/MasterCard) of third parties shall not be accepted for execution by the Company.
- 4.10.** The Client can make a Request for the Internal Transfer of Funds to another Account registered under his/her name and opened within the same profile of the Personal Account. The Requests for Internal Transfer of Funds to the accounts of third parties shall not be accepted for execution by the Company.
- 4.11.** The Client understands and agrees that when funds are withdrawn from his/her Account through a Request to Withdraw Funds, they can be credited only to the following accounts:
 - 4.11.1.** Electronic accounts of digital wallets (when using them for withdrawal), debit cards (Visa/MasterCard) that the Client used to fund his/her Account (when using a bank card (Visa/MasterCard) for withdrawal).
 - 4.11.2.** Any other accounts that can be agreed between the Company and the Client and belong to the Client's name.
- 4.12.** The transfer of funds to the Client's Account shall be performed in the following order:
 - 4.12.1.** If transferring funds to a banking account, on the next business day after the order is processed if another date is not stated by the Company when the Request to Withdraw is created by the Client in his/her Personal Account
 - 4.12.2.** If transferring funds through online payment systems/digital wallets or via bank card (Visa/MasterCard), on the day the order is processed
 - 4.12.3.** To the bank card (Visa/MasterCard) that the Client used to fund his/her Account.
- 4.13.** The Client shall have the right to send a request to conduct an internal investigation to the Company if the funds deducted by the Client from his/her Account by means of a Request to Withdraw Funds are not credited to the relevant accounts of the Client within the following time period:

- 4.13.1.** Within 5 (five) business days when sending funds by bank transfer
- 4.13.2.** Within 2 (two) business days when sending funds to electronic accounts of digital wallets or a bank card (Visa/MasterCard).
- 4.14.** The Company shall have the right to provide the Client with a copy of a payment order or a statement confirming the fact of funds withdrawal and transfer to the Client's Account. The Client understands and agrees that such an investigation and preparation of all the necessary documents may involve certain commission costs, which shall be covered at the Client's expense. The way of covering such expenses shall be chosen individually and can be executed either by transferring the necessary amount to the Company's Accounts or by deducting the amount from the Client's Account.
- 4.15.** If, as a result of an internal investigation by the Company, the Company is found to have not credited funds to the Client's Account, the Company shall reimburse the Client for commission costs collected in accordance with these Rules.
- 4.16.** If, when executing a Request to Withdraw Funds, the Client makes a mistake in the request details that results in funds not being credited to the Client's Account, the commission costs for resolving this situation shall be paid by the Client.
- 4.17.** The Client shall have the right to cancel a Request executed earlier by filing an application form for the Cancellation Request. Cancellation of a Request by the Client is possible if the Client definitively states which Request shall be regarded as cancelled in the Cancellation Request. The Client shall have the right to cancel the previously submitted Request until it is processed by the Company in accordance with the terms defined in these Rules.
- 4.18.** The Client shall have the right to recall funds in regard to which he/she sent a Request to Withdraw Funds. The specified recall can be made until the funds are received in the Client's Account. The Client shall be obliged to accept everything executed by the Company and/or the organisation serving the Company's Account(s) and pay the Company for the services rendered and the costs incurred in connection with the Request's execution.

5. REFUNDS

- 5.1.** The Company has the right to block access to client's Personal Account, suspend trading activity on accounts, cancel deposit/withdrawal applications or return funds if the source of money or activity of the Client contradicts the Agreement.
- 5.2.** The Company may return funds because of specific objective reasons, received via any payment method, including credit/debit cards. In this case funds will be returned back to the same source used to make a deposit.
- 5.3.** In cases when the Company classifies Client's activity as not relevant or not consistent with the normal purpose of using Company's services, where direct or

indirect intention with a bad faith takes place, the Company has the right to act according to Agreement without prior notice.

- 5.4. For debit/credit cards deposits, Client undertakes not to submit a request to return already credited funds to his/her bank or card issuer both during and after the use of services.
- 5.5. In case the Company receives such a request, Company reserves the right to block access to Personal Account.
- 5.6. In case Client's account was debited, but trading account was not credited - service shall be considered not provided. The company has the right to request payment confirmation documents in order to track funds. Client understands and acknowledges that any commissions or other charges related to the funds search shall be at the Client's expense.
- 5.7. The Company undertakes all necessary measures in order to prevent 3rd party deposits and withdrawals. Deposits and withdrawals should be carried out only by account holders.
- 5.8. In case of any disputes Client can submit a complaint by email support@libertex.org or by filling in the feedback form on the Website.
- 5.9. The Company reserves the right to modify these Rules any time without prior notice.

6. TERMS AND CONSEQUENCES OF CHANGING THE LIST OF RECOMMENDED TRADING PLATFORMS

- 6.1. The Company reserves the right to change, at its sole discretion, the list of the Trading Platforms recommended for use in order to fulfil the terms of the Agreement upon sending a notification to the Client.
- 6.2. If such a change leads to failure to use a certain Trading Platform, the Client shall, within the timeline set in the notification, manage his/her funds on his/her Trading Account used to trade on the Trading Platform in question by sending the Company a Request to Withdraw funds from the Trading Account or a Request for the internal transfer of funds to transfer the funds to an account used by the Client with another Trading Platform.
- 6.3. If the Client fails to manage his/her funds within the timeline set in the notification, the Company reserves the right to transfer the Client's funds at its discretion:
 - 6.3.1. To another of the Client's Accounts, including a Bonus Account, used by the Client in another Trading Platform; if the Client has more than one such Client Account, the Company will determine the target account to transfer the funds to at its sole discretion.
 - 6.3.2. If the Client has no other Client Accounts used with another Trading Platform(s), to a Trading Account created on behalf of the Client by the Company that will work with any other accessible Trading Platform.

- 6.4.** The Company reserves the right to close and terminate the Trading Account created by the Company on behalf of the Client if there are any circumstances that prove, three years or more after the Account has been created and the funds have been credited, that:
- 6.4.1.** The Client has lost interest in the services provided by the Company (the Client has not performed any Trading Operation)
 - 6.4.2.** The Client has lost interest in the funds deposited in the Account (the Client has not made any requests regarding his/her funds)
 - 6.4.3.** The Company has taken all necessary and reasonable actions in order to contact the Client and/or the Client's lawful heirs and/or legal representatives through all means of communication possible but was unable to do so.

In this case, no action taken by the Client during this timeframe shall mean that the Client withdraws from the Agreement and waives his/her right for all property (funds) he/she has within the terms stipulated in this Agreement.