

**APPENDIX No. 4:**  
**Non-Trading Operation Regulations**

## 1. General provisions

1.1. These Regulations were developed as part of implementation of measures aimed at combating illegal trade, financial fraud and money laundry and are meant to protect the Client and the Company against fraud and prevent any breach of legislation, as well as establish the procedure for Non-Trading Operations on the Client's accounts in the Company.

1.2. The Client undertakes to:

1.2.1. comply with legal regulations, including international regulations aimed to combat illegal trade, financial fraud and money laundry;

1.2.2. exclude direct or indirect accessory to illegal financial activity and any other illegal Operations implying the use of the Personal Page and other services provided by the Company;

1.2.3. exclude direct or indirect accessory to financial fraud and performance of other actions contrary to international legislation and regulatory standards;

1.2.4. exclude in its practice implying the use of the Personal Page any actions that may cause direct or indirect harm to combatting money laundry.

1.3. The Client warrants legal origin of, legal ownership of, and the right to use the funds transferred by the Client to the Company's Accounts.

1.4. To ensure quick Client communication for the settlement of issues relating to non-trading operations, the Company is entitled to use the Client's contact details specified during Client registration or as may be changed by the Client according to the rules established by the Company. The Client agrees to receive messages from the Company at any time.

1.5. The Company retains the right to investigate the nature of doubtful non-trading operations and suspend such operations until their reasons are determined and the investigation is completed.

1.6. In the course of investigation, according to these Regulations, the Company shall retain the right to request from the Client copies of identity card, bank cards, payment documents and other documents confirming the legal ownership and legal origin of the Funds.

1.7. In case of identifying any doubtful non-trading operations, the Company is entitled to:

1.7.1. deny the Client such non-trading and trading operations;

1.7.2. restrict withdrawal of funds from the Client's account by any means at the Company's discretion;

1.7.3. return the earlier credited funds from the Client's account to the accounts, from which the funds were transferred to the Company's account;

1.7.4. close the Client's account and deny further service;

1.7.5. charge from the Client's account an account maintenance fee in case the Client fails to perform trading operations within the timeframe set by the Company or within the period from the Client's account opening till its closing by the Client, as well as in other cases of using the Client's account for other than the specified purpose stipulated by the Company;

1.7.6. write off from the Client all the fees and other charges related to the performance of a doubtful non-trading operation;

1.7.7. close the Client's open positions upon recording the financial result;

1.7.8. block access to the trading account until elimination of the circumstances, by which virtue the Company recognized the operation as doubtful.

1.8. Rejection of doubtful non-trading operations, as well as termination of the Agreement with the Client due to the Company's identification of doubtful non-trading operations shall be no ground for the Company's civil liability for the non-performance of its obligations hereunder.

1.9. The Company shall be entitled to close the Client's account in the following cases:

1.9.1. if the Client performs no operations on the Client's account within 6 (six) consecutive months and there are no funds on such account;

1.9.2. if the Client performs no operations on the Client's account within 3 years running regardless of availability of funds on such account and the Company made the required sufficient attempts to contact the Client and/or its heirs and/or legal representatives using all means available but such attempts are unsuccessful. In such cases, the Client's omission within the specified time shall be regarded as repudiation of this Agreement and the entire property (monetary funds) the Client is entitled to hereunder;

1.9.3. in other cases provided by these Regulations and Agreement.

1.10. If the Client issues a Funds Withdrawal Order as defined in Section 4 hereof, on the terms of non-performance of any trading operations prior to the issue of a relevant Order, the Company shall be entitled to charge from the Client an extra fee for non-trading operations in the amount of 2% of the amount of the funds withdrawn.

1.11. Account maintenance service rates are published on the Company Website: [www.teletrade-dj.com](http://www.teletrade-dj.com).

1.12. If the Client is denied servicing or operations on a certain trading terminal, the Company shall be entitled to limit funds withdrawal from the Client's account using any means at the Company's discretion.

## **2. Identification Criteria and Signs of Doubtful Non-Trading Operations**

2.1. A Non-Trading Operation may be recognized by the Company as doubtful if the Company:

2.1.1. identifies abuse of accrual and/or debiting of Funds to the Client's account and/or from the Client's account, including without any trading operations performed on the Client's account;

2.1.2. identifies unusual character of operations which has no obvious economic sense or obvious legal purpose;

2.1.3. identifies circumstances giving grounds to suppose that the operations are performed for the purpose of money laundering or financing of terrorism;

2.1.4. in case the Client fails to submit within the specified time information for its identification or provides unreliable information and/or in case of impossibility to contact the Client at the specified addresses and phone numbers;

2.1.5. in case of submission of false or invalid documents and documents of undue quality (only color scan copies of the documents are accepted; black-and-white scans, unreadable printed images and photos of the documents are not accepted);

2.1.6. if a permanent management body, other body or person entitled to act on behalf of a legal entity without a power of attorney is not available at the location of such legal entity;

2.1.7. in case the Client fails to provide information for identification of a beneficiary (ultimate beneficiary), i.e. a person, in which favor the Client is acting (namely, on the grounds of an agency contract, contract of delegation, commission agreement and trust agreement) upon the Company's request;

2.1.8. if the Client fails to submit any information and documents requested by the Company, including those related to the Client's financial standing if the Client is a legal entity and/or beneficiary (ultimate beneficiary).

2.2. Identification criteria and signs of doubtful operations specified in this section of the Regulations are not mandatory or exhaustive. A non-trading operation may be recognized by the Company as doubtful on the basis of analysis of its nature, components, attending circumstances and interaction with the Client and its representative even with the formal absence of criteria and signs specified in this section of Regulations. The principle of identification of the said operations is their subjective valuation by the Company.

2.3. In case of identifying any doubtful non-trading operations, the Company takes an independent decision as to further actions in respect of the Client, its trading and non-trading operations.

### **3. Accrual of Funds to the Client's Account**

3.1. The Client's account may be replenished by transferring the funds to the Company's accounts or accounts of the payment agents authorized by the Company. A complete list of authorized payment agents and their bank details shall be available on the Personal Page and the Company Website.

3.2. The transfer of funds by the Client to the Company's accounts shall meet the requirements and comply with restrictions set up by the current legislation and other legal enactments of the state, within which jurisdiction such transfer falls.

3.3. The Client shall check the Company's bank details on the Personal Page before each transfer.

3.4. The Customer shall be solely liable for the accuracy of payments made by it. In case of change of the Company's bank details, the Client, upon publication of new bank details on the Personal Page, shall be solely liable for the payments made according to outdated details.

3.5. The Client may perform a bank transfer to the Company's bank account specified on the Client's page on the Personal Page only from its personal bank account or make a payment on its own behalf (without opening a bank account).

3.6. The Company retains the right to deny accrual of funds received on the Company's account when the purpose of payment differs from the one specified on the Client's page of the Personal Page. In this case, the Company transfers the funds back to the account, from which they were transferred. All expenses related to this transfer shall be payable by the Client.

3.7. 3.7. The company reserves the right to request additional documents when depositing funds to a trading account. If the payment is received from a credit card, the Company has the right to require the provision of a scanned image of this credit card, as well as bank statements confirming the deposit of funds using an appropriate credit card. In the case of submitting, in accordance with the requirements of this item, a scan of a credit card for safe transfer, it is necessary to adhere to the following requirements:

3.7.1. on the front side, a client should hide the card number, leaving only the first six digits and the last four.

3.8. The Client acknowledges and agrees that the Company shall not be liable for the time of payment effecting and for the circumstances that entailed a breakdown during the transfer unless such circumstances occurred through the Company's fault.

3.9. The Company accrues to the Client's account the amount received on the Company's account. The Client acknowledges and agrees that all commission costs and other costs related to the selected method of funds transfer and accrual shall be paid at the Client's expense.

3.10. The currency, in which the Company receives transfers of the funds to be accrued to the Client's account, shall be specified on the Client's Personal Page.

3.11. Conversion rate, as well as other expenses related to the funds accrual shall be published on the Client's Personal Page and may be changed upon the Company's decision.

3.12. Accrual of funds to the Client's account that is not directly related to compensation payments shall be performed in the following cases:

3.12.1. receipt of the amounts transferred by the Client to the Company's accounts specified on the Personal Page;

3.12.2. transfer of funds to the Client's account from another account of the same Client opened with the Company within one accounting record between any trading terminals;

3.12.3. return to the Company's accounts of the funds earlier transferred to the Client if the Client could not be contacted for a prompt decision on the matter for the receipt of funds by the Client.

3.13. The funds shall be accrued to the Client's account with the following timeframe:

3.13.1. If the Client's account is replenished by way of transferring funds to the Company's account or to payment agents' accounts - no later than the end of the following Business Day from the date of receipt of the funds on the Company's account or a payment agent's account, provided the payment document contains all the data required for payment identification. The Company shall not be liable for timeliness and accuracy of accrual of the funds transferred by the Client at the bank details different from those published on the Personal Page. If the Client uses means of instant replenishment (replenishment card) to replenish the Client's account, as well as VISA, MasterCard, Skrill and other international payment systems - after the end of the banking day of Friday the funds may be accrued before the end of the first hour of the following banking day.

3.13.2. If the Client's account is replenished by way of transferring funds from another account of the Client ("Internal Funds Transfer Order") - within the general period of consideration of a funds withdrawal request.

3.14. If the funds transferred by bank transfer were not received on the Client's account within 6 (six) Business Days from the date of transfer, the Client shall be entitled to send a request to the Company using the ticket system on the Personal Page with the provision of documents evidencing the performance of the bank transfer (payment order, copies of documents (swift), etc.).

3.15. On the basis of the Client's request, the Company carries out investigation for the purpose of resolving the situation described in these Regulations. The Client understands that the investigation may entail commission costs that are payable by the Client. The method of payment of commission costs shall be defined individually; the payment can be made both by way of transfer of the required amount to the Company's accounts and withdrawal of such amount from the Client's account.

3.16. Depending on the results of internal investigation, the Company shall take one of the following steps:

3.16.1. If it is identified that the funds were not received on the Company's account, the Company shall complete the investigation and inform the Client of its result. The Client shall be entitled to apply to the bank, through which the bank transfer was carried out, in order to further investigate the circumstances mentioned in these Regulations. The Company shall not be liable in disputes and conflicts between the Client and the bank related to the bank transfer carried out by the latter.

3.16.2. If the Company identifies the fact of receipt of funds on its account, it shall complete the investigation and accrue funds to the Client's account.

## 4. Withdrawal of Funds from the Client's Account

4.1. The Client shall be entitled at any time to dispose of all or part of its funds available on the Client's account by way of sending to the Company an Order for Funds Withdrawal from the Client's account or an Order for Internal Transfer of the Client's Funds to another account of the Client. Such order shall contain the Client's instruction to Withdraw Funds from the Client's account or an instruction to transfer the funds to another account of the Client opened with the Company, with the following conditions met:

4.1.1. The Client's Funds Withdrawal Order shall be fulfilled only in the volume of the profit realized, i.e. the profit available on the Balance of the trading account. Orders for an amount that is less than or equal to the amount of withdrawal fee shall not be accepted for execution. The Company is entitled to reject such order.

4.1.2. The Client's Orders for Funds Withdrawal from the Client's account shall meet the requirements and comply with restrictions set up by the current legislation and other legal enactments of the state, within which jurisdiction such transfer falls.

4.1.3. The Client's Orders for Funds Withdrawal from the Client's account shall meet the requirements and comply with the restrictions set up by these Regulations, as well as by the Agreement between the Client and the Company.

4.2. Execution of the Order for Funds Withdrawal from the Client's account by way of transfer of funds to the Client's account may be performed by the payment agent authorized by the Company.

4.3. The Client issues an Order for Funds Withdrawal from the Client's account or an Order for Internal Funds Transfer to the Client's another account in the currency of the Client's account. If the currency of the Client's account differs from the currency specified in the Funds Withdrawal Order, the amount withdrawn shall be converted by the Company into the currency specified in the order.

4.4. The currency, in which the transfer is made, conversion rate, amount of fee and other costs, as well as the minimum and maximum amounts of funds to be withdrawn shall be defined by the Company depending on the applied method of funds withdrawal and shall be specified on the Personal Page.

4.5. The Client acknowledges and agrees that all commission costs and other costs related to the realization and effectuation of the selected method of funds withdrawal shall be paid at the Client's expense.

4.6. Funds shall be withdrawn from the Client's account if the Company receives an Order for Funds Withdrawal from the Client's account or an Order for Internal Funds Transfer to the Client's another account.

4.7. An order shall be deemed accepted by the Company if it is properly issued and is available on the Personal Page. An order issued in any other way shall not be accepted by the Company for execution.

4.8. All requests for funds withdrawal, regardless of the method and amount of withdrawal, shall be considered within a period of up to seven business days. In exceptional cases, the Company retains the right to increase the said period by notifying the Client in advance, including but not limited to when the

Company has ground to believe that the performed operation is of unusual nature or is uneconomic, when the information provided by the Client is unreliable, when the Client cannot be contacted at the registered details, as well as for the time of elimination of breakdowns, non-market quotations or investigation carried out in respect of the Client's trade as to a breach of these Regulations and other agreements.

4.9. The Client may issue a Funds Withdrawal Order to transfer the funds to a bank account, electronic wallets, mobile phone of a Visa/MasterCard bank card, provided that they are registered in the Client's name only. Relevant Funds Withdrawal Orders issued to transfer funds to a third person's bank account, third person's electronic wallet, third person's mobile phone or a third person's Visa/MasterCard bank card shall not be accepted by the Company for execution.

4.10. The company may set of withdrawal methods available to the Client at its discretion, including refusing a particular method, providing another method, having notified the Client beforehand. If the payment is received from a credit card, the Company has the right to require the provision of a scanned image of this credit card, as well as bank statements confirming the deposit of funds using an appropriate credit card. In the case of submitting, in accordance with the requirements of this item, a scan of a credit card for safe transfer, it is necessary to adhere to the following requirements:

4.10.1. on the front side, a client should hide the card number, leaving only the first six digits and the last four.

4.11. The Client may issue an Order for Internal Funds Transfer to another account of the Client registered in its name and opened within one accounting record on the Personal Page. An Order for Internal Funds Transfer to third persons' accounts shall not be accepted by the Company for execution.

4.12. The Client acknowledges and agrees that during withdrawal of funds from the Client's account by way of a Funds Withdrawal Order, the funds may be accrued to the following accounts only:

4.12.1. to electronic wallets used by the Client to replenish the Client's Account;

4.12.2. to Visa/MasterCard bank cards used by the Client to replenish the Client's account (when a Visa/MasterCard bank card is used for withdrawal).

4.13. The funds shall be transferred to the Client's account according to the following procedure:

4.13.1. if the funds are transferred to the bank account - on the following business day after the order is processed unless another period was specified by the Company when the transfer order was issued by the Client on the Personal Page;

4.13.2. if the funds are transferred via electronic payment systems or a mobile phone or a Visa/MasterCard bank card - on the day of payment processing;

4.13.3. to a Visa/MasterCard bank card used by the Client to replenish the Client's account.



4.14. The Client may send to the Company a request for investigation if the funds withdrawn by the Company from the Client's account were not received on the Client's relevant accounts within the following time periods:

4.14.1. Within 6 (six) business days in case of a bank transfer.

4.14.2. Within 2 (two) business days in case of funds transfer to electronic wallets, mobile phone or Visa/MasterCard bank card.

4.15. The Company may provide to the Client a copy of the payment order or statement confirming the fact of withdrawal of the funds and their transfer to the Client's account. The Client agrees and acknowledges that the investigation and preparation of all the documents required for the investigation may entail commission costs for the Company that shall be reimbursed at the Client's expense. The method of cost payment shall be defined for each Client individually; the payment can be made both by way of transfer of the required amount to the Company's account and withdrawal of such amount from the Client's account.

4.16. If the investigation carried out by the Company results in finding the Company guilty of non-accrual of the funds to the Client's account, the Company shall reimburse the Client for the amount of the commission costs charged.

4.17. If, when issuing a Funds Withdrawal Order, the Client made a mistake in its payment details that resulted in the non-accrual of funds to the Client's account, the fee for resolving the matter and all financial risks shall be paid at the Client's expense.

4.18. The Client may cancel an earlier order by way of submitting to the Company a request for cancellation of such order. The Client's order may be cancelled if in its cancellation request the Client clearly specifies the order that shall be deemed cancelled. The Client may cancel an earlier Order before it is processed by the Company according to the timeframe specified herein.

4.19. The Client may withdraw the funds, in which respect a Funds Withdrawal Order was sent by the Client. The said withdrawal may be performed before the funds are received on the Client's Account. The Client shall accept all services rendered by the Company and/or organization maintaining the Company's account (accounts) and pay the Company for the services rendered and expenses incurred due to the order execution.