

# Regulations for Non-Trading Operations

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# Regulations for Non-Trading Operations

## 1 General provisions

- 1.1 These Regulations developed within the framework of the international measures against financial irregularities, detection and prevention of law violation, establish the procedure of Non-Trading Operations on the Client's Accounts with BCS Markets Ltd., a company established under the laws of Saint-Vincent and the Grenadines and registered at the following address: Griffith Corporate Centre, Suite 305, P.O. Box 1510, Kingstown, Saint-Vincent and the Grenadines (the "Company").
- 1.2 These Regulations form an integral part of the General Terms of Business (the "Terms") and shall be read and construed in conjunction therewith. In case of any inconsistency of any provisions hereof to the provisions of the Terms, the provisions of these Regulations shall prevail. Such inconsistency shall not entail invalidity of any other provisions of the Terms.
- 1.3 Any capitalized terms not otherwise defined herein shall have a meaning as assigned to such terms in the Terms.
- 1.4 The Company is entitled to amend these Regulations at any time in its sole discretion and give a notice to the Client by any means as stated in p. 3.1 here below 3 (three) Business Days before such amendments come into force.

## 2 Suspicious Operations. Criteria for identification, attributes and consequences

- 2.1 The Client guarantees that the funds credited to their Account(s) are legitimate and represents that they are the sole and beneficial owner of the funds and the funds are delivered free from any right or claim of a third party except as otherwise agreed with the Company.
- 2.2 The Company reserves the right to carry out investigations of Non-Trading Operations, in order to identify suspicious Operations based on the criteria set out here below and suspend such Operations until the complete and full clarification of the purposes of each Operation.
- 2.3 Within the terms of such investigation the Company may request the Client to provide identification, payment and any other documents confirming lawful possession and legitimate origin of monetary funds.
- 2.4 A Non-Trading Operation may be considered by the Company as a suspicious Operation in the following cases:
  - a) misuse of fund transfers without performing Trading Operations on Trading Account;
  - b) unusual nature of Operation, which has no evident economic substance or evident legal purpose;
  - c) circumstances, giving reasons to believe that the Operations are carried out for the purpose of money laundering or financing of terrorism;
  - d) failure by the Client to provide personal identification information, provision of inaccurate information and/or inability to contact the Client using the addresses and telephone numbers specified by the Client;
  - e) provision of counterfeit or void documents by the Client;
  - f) absence of the permanent governing authority of the legal entity, or any other entity or person, having the right to act on behalf of the legal entity without the power of attorney at the location of the legal entity.
- 2.5 The principle of identification of the suspicious Operations is subjective evaluation of Non-Trading Operations made by the Company's employees on a daily basis.
- 2.6 The criteria and attributes of suspicious Non-Trading Operations specified in clause 2.4. shall not be prescriptive or exhaustive. A Non-Trading Operation can be considered suspicious by the Company based on the analysis of its nature, components, attending circumstances and interaction with the Client and their representative.
- 2.7 In case of the identification of suspicious Non-Trading Operations, the Company at its own discretion may apply any or all of the following measures:
  - a) refuse to carry out the Operation;
  - b) limit monetary funds withdrawal from the Client's Account by any means at the Company's own discretion;
  - c) refund previously credited funds from the Client's Account to the account from which such funds were received;
  - d) debit the Client's Account in the amount of compensated fees and bonuses in relation to Non-Trading Operations;
  - e) terminate business relations with the Client.

- 2.8 Refusal to carry out suspicious Non-Trading Operations and termination of relations with the Client upon identification of suspicious Non-Trading Operations must not be the cause for the civil responsibility of the Company for the failure to fulfill its obligations under the concluded contracts.

### 3 Communications

- 3.1 The terms for the exchange of notifications between the Client and the Company are set forth in the Terms.

### 4 Crediting of funds to the Client's Account

- 4.1 The Client may receive Company Services up to the amount of funds reflected on the Client's Account. Replenishment of the Client's Account shall be carried out by crediting of funds to the Company accounts or, in case of electronic transfer as provided for herein, to the accounts of Payment Agents authorized by the Company. The list of the authorized Payment Agents and their bank details are published in the Profile Area.
- 4.2 Crediting of funds to the Company accounts carried out by the Client shall be in compliance with the requirements and take into account the restrictions established by the legislation of the countries under whose jurisdiction such transfers fall.
- 4.3 The amount transferred by the Client to the Company account shall be credited by the Company to the Client's Account. The Client acknowledges and agrees that all commissions and miscellaneous expenses relating to the means of transfer chosen, shall be covered by the Client.
- 4.4 The funds on the Client's Account are displayed in the account currency, regardless of the currency in which the transfer to the Company's account was made. If the currency of the transfer differs from the Account currency, the amount of transfer is converted into the Account currency at the rate set for the chosen method of deposit at the time of crediting the funds to the Client's Account.
- 4.5 The currency in which the Company accepts transfers for crediting to the Client's Account, depending on the Account currency and the method of transfer, is specified in the Profile Area of the Client and at the Company's Website.
- 4.6 The Company's commission rate is published on the Company's Website and can be changed at the Company's discretion at any moment.
- 4.7 The Company reserves the right to introduce restrictions for minimal and maximal amounts of funds transferred, depending on the method of transfer and the currency of transfer. The corresponding restrictions are published on the Company's Website.
- 4.8 The Company undertakes not to charge any additional fees from the Client's amount of transfer in case on the Client's Account, except for commissions and miscellaneous expenses provided by the present Regulations.
- 4.9 The display of monetary funds on the Client's Account, which are not directly connected with compensation payments, is performed in the following cases:
- a) In case of the receipt of the amounts transferred by the Client to the Company's account using methods specified in the "Deposit and Withdrawal Options" section of the Company's Website. For legal entities, in case of the receipt of the funds credited to the Company's account via wire transfer;
  - b) In case of the refund transferred to the Client's external account earlier on, and the Company did not manage to reach the Client in order to clarify Client's account details and perform the transfer out again.
- 4.10 The display of the funds on the Client's Account shall be performed within 1 (one) Business Day, but not later than the end of the Business Day following the day of receipt of monetary funds on the Company's account.
- 4.11 In case the funds sent by the wire transfer, were not credited to the Client's Account within 5 (five) Business Days, or the funds sent by electronic transfer or a bank card, the Client may request the Company to conduct bank investigation regarding such issues. The Client acknowledges that the bank investigation can entail additional costs covered solely by the Client. The Company shall debit the Client's Account for the amount of such additional costs at its own discretion without giving any prior notice to the Client. In case the amount of funds on the Client's Account is not sufficient for covering the necessary amount of the additional costs, the Company shall issue an invoice which shall be paid by the Client not later than five (5) Business Days thereupon. In case of a failure by the Client to pay the invoice in due time, the Company may take measures as set forth by section 6 of the Terms.
- 4.12 In order to conduct an investigation into any bank transfer, the Client must submit a request to the Company according to the Section 9 hereof, followed by a copy of the remittance order sent via Swift or otherwise, depending on the currency of the transfer, and a statement from the Client's account confirming that the funds have been debited and not credited back to account.
- 4.13 In order to conduct an investigation into any electronic transfer or transfer using a bank card, the Client must submit a request to the Company according to the Section 9 hereof accompanied by the following documents:

- a) In case of an electronic transfer: a screenshot of such transfer or a payment system notice, confirming the fact of such transfer to the Company's account, and a statement from Client's e-wallet confirming that the funds have been debited and not credited back to e-wallet;
- b) In case of transfer from the bank card through the processing center: a screenshot with transfer details from the Client's Internet-bank, and a statement from the bank card account, confirming that the funds were debited and not credited back to the account.

4.14 The Client hereby acknowledges and agrees that the Company is in no event liable for any delays in processing the Client's payments by any means whatsoever and any circumstances entailing a technical failure when implementing such payments, unless caused by the gross negligence or willful misconduct of the Company.

## 5 Methods of crediting monetary funds

### 5.1 Bank Transfer

5.1.1 The Client may transfer monetary funds to the Account by means of a bank transfer at any time, if at the time of transfer the Company works with such method of transfer.

5.1.2 The Client can use bank transfer only upon submission of their proof of identity and proof of residence documents.

5.1.3 The Client may carry out bank transfer to the Company's bank account specified in the Profile Area /Company's Website only from the Client's personal bank account.

5.1.4 In order to carry out a bank transfer, the Client being an individual may form an invoice in the Profile Area and the Client being a legal entity may ask the Company to provide the invoice. The Client should strictly observe all invoice parameters such as Company bank details, the purpose and the term of payment.

5.1.5 The Company reserves the right to refuse to credit to the Client's Account monetary funds received on the bank account of the Company in case the purpose of payment stated differs from the one specified in the invoice or if the transfer was carried out from the account of a third party. In such case, the Company shall send monetary funds back to the bank account from which they have been transferred. All the charges connected with such transfer shall be solely covered by the Client.

5.1.6 The Client hereby acknowledges and agrees that the Company shall not be liable for bank transfer processing time.

5.1.7 For the purposes of the bank transfer the Company, at its own discretion, may request the Client to provide any supporting documents.

### 5.2 Electronic Transfer

5.2.1 Any individual Client may transfer monetary funds to the Client's Account by means of an electronic transfer system at any time, if at the time of transfer the Company works with such method of transfer.

5.2.2 The Client has the right to carry out an electronic transfer to the Company's account either from their personal electronic account or from the electronic account of the Payment Agent, it depends on the way of making a certain transfer. The relevant instruction on making electronic transfers is described on the Company's Website in "Deposit and Withdrawal Options" section.

5.2.3 Before carrying out an electronic transfer, the Client undertakes to verify the details of the Company in the Profile Area.

### 5.3 Transfer from a bank card

5.3.1 The Client may transfer monetary funds to their Account via bank card transfer through the processing center at any time, if at the time of such transfer the Company works with such method of transfer.

5.3.2 The Client may transfer monetary funds from the bank card of the payment system which type is specified in the Profile Area.

5.3.3 The Client has the right to transfer monetary funds from the bank card registered in its name only. Any transfers from bank cards of third parties shall not be accepted by the Company.

5.3.4 The Company reserves the right to refuse crediting of monetary funds received on the Company's accounts to the Client's Account if such funds were received from a third party. In this case the Company shall transfer monetary funds back to the bank account, from which they were received. Any and all costs arising out of such transfer shall be solely covered by the Client.

## 6 Withdrawal of monetary funds from the Client's Account

- 6.1 The Client may dispose of all or a part of the monetary funds displayed on their Account at any moment by submitting an Instruction for withdrawal of monetary funds from the Client's Account, containing an instruction of the Client to withdraw monetary funds of the Client or an instruction to transfer monetary funds to another Client's Account with the Company, subject to the following conditions:
- a) an Instruction shall be executed by the Company only within the limits of the Client's Free Margin available on Trading Account at the moment of execution of such Instruction. The Instruction regarding other Types of Client's Accounts, opened in the Company, shall be executed within the limits of the Client's Balance. If the amount to be withdrawn by the Client (including any fees and other costs for such payment stipulated herein) exceeds the amount of Free Margin of the Client's Trading Account or Balance of any other Types of Client's Accounts, opened with the Company, the Company may reject such Instruction by giving a notice, outlining the reasons for rejection to the Client by phone or e-mail;
  - b) Instructions for funds withdrawal from the Client's Account should meet requirements and take into account the restrictions provided by the legislation of the countries under whose jurisdiction such transfers fall;
  - c) Instructions of the Client for funds withdrawal should take into account the requirements and restrictions established by present Regulations and any other documents that define the business relationship between the Client and the Company.
- 6.2 An Instruction for funds withdrawal from the Client's Account by electronic transfer to the Client's external account may be executed through the Payment Agent authorized by the Company.
- 6.3 An Instruction for funds withdrawal will be executed in the Account currency. If there is any other currency stated in the Instruction, the Company will convert the amount into the account currency at the rate set for the chosen method of withdrawal at the time of withdrawal of the Client's funds.
- 6.4 The currency in which the Company receives Instructions for withdrawal of funds, depending on the Account currency and the method of withdrawal, shall be specified in the Client's Profile Area as well as in the Deposit and Withdrawal Options section on the Company's Website.
- 6.5 The commission rate shall be published on the Company's Website and can be changed at the Company's own discretion at any time.
- 6.6 Withdrawal of the Client's monetary funds shall be performed by the Company on another Account of the same Client, subject to the receipt of the instruction for withdrawal of monetary funds or the instruction for internal transfer of monetary funds.
- 6.7 An Instruction is deemed to be accepted by the Company, if:
- a) it is executed through the Profile Area of the Client, displayed in the "Withdrawal" section and in the Company's record keeping system for such Instructions (for individuals);
  - b) it is duly executed and the copy is sent to the Company by e-mail within the business hours of the Company (for legal entities).
- 6.8 An Instruction executed in any form, other than those specified in Clause 6.7., shall not be accepted by the Company for execution.
- 6.9 Withdrawal of the Client's monetary funds is carried out within 1 (one) Business Day, but not later than the end of the business day following the day of the receipt of the Instruction for funds withdrawal.
- 6.10 If the monetary funds sent by bank transfer were not been delivered to the Client's external account within 5 (five) Business Days, the Client may request the Company for to conduct an investigation regarding such transfer. The Company may provide a copy of the payment order confirming the fact of the executed transfer.
- 6.11 If the monetary funds sent via the electronic transfer, have not been delivered to the Client's external account within 2 (two) Business Days, the Client may request the Company to conduct an investigation regarding such transfer. The Company may provide the Client with a screenshot confirming the fact of funds transfer on the Client's external account.
- 6.12 The Client hereby acknowledges and agrees that the investigation and ordering of the documents can entail additional costs which are solely covered by the Client. The method of payment shall be determined on an individual basis, and may be executed either by the transfer of the necessary amount to the Company's accounts or by the withdrawal of the monetary funds displayed on the Client's Account.
- 6.13 If in the course of money transfer the Company makes a mistake entailing failure to credit monetary funds to the Client's external account, all additional costs for solving the problem shall be covered by the Company.
- 6.14 In case of a failure by the Client to receive monetary funds on their external account due to incorrect details specified by the Client in the Instruction for withdrawal of monetary funds, all costs associated therewith shall be covered by the Client.

- 6.15 The Client hereby acknowledges, that in case of debt incurrence on their Trading Account (except for the cases described in the section 6 of present Regulations), the Company may discharge the debt from the funds displayed those on other Trading Accounts, owned by the Client, including within one or several Profile Areas of the Client or any other Profile Area, if the Company considers, that such Profile Area is connected with the Client.

## 7 Methods of withdrawal of monetary funds

### 7.1 Bank Transfer.

- 7.1.1 The Client may submit an Instruction for withdrawal of monetary funds by the means of a bank transfer at any time, if at the moment of transfer the Company works with such method of transfer.
- 7.1.2 The Client may submit an Instruction for withdrawal of monetary funds to the bank account opened in its own name. Any Instruction for the transfer of money to a third party's bank account shall not be accepted by the Company for execution.
- 7.1.3 The Company undertakes to transfer monetary funds to the Client's bank account in accordance with the details specified in the Instruction for withdrawal of monetary funds, subject to compliance with the provisions of Clause 7.1.2. hereof.
- 7.1.4 In the course of transfer of monetary funds, the Company shall specify the purpose of payment presented in the Profile Area. If the purpose of payment was changed, the Company shall immediately inform the Client of a new purpose of payment by publicizing a notice in the Profile Area. In case of a transfer to a legal entity, the same purpose of payment that was specified upon crediting of the funds to the Client's Account, must be indicated.
- 7.1.5 The Client hereby acknowledges and agrees that the Company in any case must not be liable for processing time of the transfer at the bank.

### 7.2 Electronic transfer

- 7.2.1 The Client may submit an Instruction for withdrawal of monetary funds by the means of an electronic transfer at any time, if at the moment of transfer the Company works with such method of transfer.
- 7.2.2 The Client may form an Instruction for withdrawal of monetary funds either on their own electronic account or on the electronic account of the Payment Agent.
- 7.2.3 The Company undertakes to transfer monetary funds to the Client's electronic account in accordance with the details specified in the Instruction for withdrawal of monetary funds.
- 7.2.4 The Client hereby acknowledges and agrees that the Company in any case must not be liable for electronic transfer processing time as well as for any circumstances entailing technical failure in the course of such transfer, unless caused by the fault of the Company.

## 8 Instructions for the use of Profile Area

- 8.1 The Client accepts all clauses of present Regulations regarding the use of the Profile Area.
- 8.2 In the course of registration on the Company's Website, the Client undertakes to provide reliable and valid information for identification in accordance with the requirements of the Client's registration form on the Company's Website.
- 8.3 The Client shall inform the Company of any changes in the identification data in due time.
- 8.4 For the identification of the Client, the Company may request the Client to provide a proof of identity and/or proof of address in any time..
- 8.5 The Company reserves the right to suspend Non-Trading Operations under the Client's Account if it was revealed that the Client's identification data is incorrect or doubtful or if the Client has not provided any documents required.
- 8.6 The Client confirms and agrees that the access to the Profile Area is password-protected.
- 8.7 The Client shall be fully responsible for the password maintenance and its protection against unauthorized access of the third parties.
- 8.8 All the Instructions executed through the Profile Area using the password are deemed to be executed personally by the Client.
- 8.9 Any person which has gained an access to the Profile Area by entering of the password shall be treated as if it was the Client personally.
- 8.10 The Company does not bear any responsibility for all losses incurred by the Client in case of a theft, loss or disclosure of the password to third parties.
- 8.11 The Client may change the access password to the Profile Area at their own initiative or to use the procedure of password recovery.
- 8.12 Client's Instruction for withdrawal of monetary funds submitted via the Profile Area shall go through the following stages:
- a) "In progress" status, which means, that the Instruction was received by the Company and will be processed according to the Instructions processing queue;

- b) "Posted"/"Executed" status, which means, that the monetary funds were transferred to the Client's external account specified in the Instruction;
- c) "Cancelled" status, which means, that the Instruction was declined by the Company.

- 8.13 Each Non-Trading Operation of the Client shall be confirmed by the relevant record in the Profile Area in "Payments history" section. If the Client detected an error in the record concerning a Non-Trading Operation, the Client must notify the Company in accordance with the procedure as set out in Section 9 hereof.
- 8.14 Should the Client detect an error in their favor, the Client must inform the Company of such error as soon as possible, using the contact information from the "Contact" section on the Company's Website.

## 9 Dispute resolution

- 9.1 In case of a dispute in regard to any transfer of funds hereunder, the Client may raise a Dispute against the Company or make a request for carrying out an investigation regarding the transfer. All Disputes and requests may be submitted no later than 05 (five) Business Days from the moment of occurrence of the relevant situation giving rise to a Dispute. The Company undertakes to resolve the disputable issue as soon as possible, but no later than within 14 (fourteen) Business Days. In case, it is necessary to gather more information in order to resolve the disputable issue and thus the consideration of such disputable issue takes more than 14 (fourteen) Business Days, the Company undertakes to inform the Client about the reason of such delay. The Company reserves the right to request from the Client any information, including Client's documents to resolve the disputable issue as soon as possible.
- 9.2 For the purposes of a Dispute processing the Dispute shall be considered as occurred at the time of the relevant record in the "Payment history section in the Profile Area, or upon expiration of the execution period by the Company of a duly formed and submitted Instruction as set forth herein, as appropriate. For the purposes of a request processing, the Dispute shall be considered as occurred at the time of occurrence of any event described in clauses 4.13, 4.15, 6.12, 6.13.
- 9.3 To submit a request for carrying out an investigation regarding any transfer, the Client shall address to the Company by the means of communication as set forth in the Terms with a detailed description of the situation,
- 9.4 The Client acknowledges and agrees that in certain cases the Company serves as a recipient of the payment and thus does not have an access to the necessary data in order to make an investigation. In such case, the Client agrees that they shall request an investigation from Payment Agent..
- 9.5 Client's Dispute should not contain:
- a) An emotional evaluation of the disputable issue;
  - b) Any offensive statements towards the Company;
  - c) Any obscenities.
- 9.6 To conduct an investigation regarding the transfer and consideration of the Dispute the Company may request the Client to provide additional information and documents.
- 9.7 The Company may decline the Dispute in case of non-compliance with the conditions set forth in Section 9 of present Regulations.
- 9.8 In case of absence of satisfactory results of the Dispute consideration Dispute by the Company according to present Regulations, the Client has the right to refer it for further consideration to the authorized bodies according to the provisions of the Terms.