



# Regulations on Non-Trading Operations

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## 1. General Terms.

- 1.1. These Regulations on Non-Trading Operations have been developed within the framework of International cooperation measures aimed to fight against financial irregularities, expose and prevent law violations, and set principles for performing non-trading operations on a Client's Account with ALPARI NZ LIMITED (hereinafter referred to as the "Company").
- 1.2. The Financial Monitoring Department (hereinafter referred to as the "Department") will exercise control over the implementation of these Regulations on Non-Trading Operations within the Company.
- 1.3. The Client shall guarantee the legal source, lawful possession and right to use the funds being transferred to the Company's Account.
- 1.4. The Company reserves the right to investigate the nature of any suspicious non-trading operations listed in clause 2 of these Regulations on Non-Trading Operations, whereupon such operations will be suspended until the reasons for their occurrence are clarified and the investigation is completed.
- 1.5. During the course of an investigation, in accordance with clause 1.4. of these Regulations, the Department shall have the right to request that the Client provide proof of identity, payment and other documents confirming the lawful possession and legal source of the funds.
- 1.6. If suspicious non-trading operations should be exposed, the Company shall have the right to:
  - refuse to perform these operations;
  - limit fund withdrawal from the Client's Account through any method at the Company's discretion;
  - return any funds deposited earlier from the Client's Account to any requisites from which the deposit was made to this account;
  - write off any commissions or bonuses owed to the Client for non-trading operations;
  - terminate relations with the Client.
- 1.7. Refusal to perform suspicious non-trading operations or termination of relations with the Client shall not warrant the imposition of civil liability upon the Company for a breach of concluded agreements.
- 1.8. The Company shall have the right to amend at its sole discretion the terms of these Regulations at any time giving the Client three business days prior notification in one or more of the ways described in clause 3.1 of these Regulations. Such amendments will become effective on the date specified in the notification.

- 1.9. These Regulations are transparent and are an integral part of any agreement concluded between the Company and the Client.
- 1.10. In the case that certain clauses of these Regulations do not correspond to certain clauses of the Client Agreement or the Terms of Business, the clauses of these Regulations shall prevail. This circumstance shall not render other terms of the aforementioned documents invalid.
- 1.11. The content of these Regulations shall be disclosed without limitation upon the request of any interested party.
- 1.12. Should there be no clear definition of a term set out in the text of these Regulations, the interpretation of the term shall be governed firstly by the Client Agreement, and then by other Company Regulations.

## 2. Detection Criteria and Characteristics of Suspicious Non-Trading Operations.

- 2.1. The Department can declare a non-trading operation suspicious in the event of:
  - exposure of abuse of transfers without completing trading operations on the trading account;
  - revelation of unusual nature of operations that do not have obvious economic substance or obvious legal purpose;
  - revelation of circumstances implying that the operations are performed for the purpose of money laundering or financing terrorism;
  - failure of the Client to provide identification information, submission of inaccurate information and/or the impossibility to contact the Client at the addresses and telephone numbers specified;
  - failure of the Client to provide identification information for the beneficiary, i.e. a person for the benefit of whom the Client acts (in particular, on the basis of an agent contract, commission and trust management contracts, while carrying out non-trading operations);
  - submission of false or invalid documents;
  - absence of a regulatory body or another body or person at the location of the legal entity that has the right to act on behalf of the legal entity without power of attorney.
- 2.2. The operations specified shall be detected by subjective evaluation of Department employees through a daily analysis of non-trading operations.
- 2.3. The criteria for detection and characteristics of suspicious non-trading operations specified in clause 2.1. are neither mandatory nor comprehensive.

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

2.4. In the case that suspicious non-trading operations are exposed, the decision made regarding further actions in relation to the Client and non-trading operations shall be at the sole discretion of the Department.

### 3. Communications.

3.1. In order to communicate with the Client, the Company may use:

- a) MetaTrader trading platform internal mail;
- b) email;
- c) facsimile transmission;
- d) telephone;
- e) post;
- f) news in the "Company News" section on the Company's website;
- g) notifications in the myAlpari Secure Zone (hereinafter referred to as "myAlpari").

3.2. The Company will use the Client's contact details, specified when registering or updated in accordance with clause 3.4 of these Regulations. The Client shall agree to accept any notifications from the Company at any time.

3.3. Any communications sent to the Client (documents, notifications, confirmations, news, statements, etc.) are deemed to be received:

- a) if sent by email, within 1 (one) hour after emailing it;
- b) if sent by trading platform internal mail, immediately after sending it;
- c) if sent by fax, at the completion of transmission;
- d) if by telephone, once the telephone conversation has been finished;
- e) if sent by post, 7 (seven) calendar days after posting it;
- f) if posted on the "Company News" webpage, immediately after the news is published;
- g) if in myAlpari, immediately after the notification is published.

3.4. The Client shall notify the Company immediately of any change in the Client's contact details either by updating the information in myAlpari or through any other method offered by the Company.

- 3.5. The Client understands and accepts that the Company reserves the right to terminate relations with the Client unilaterally shall the Client behave inappropriately in communications with a Company employee.
- 3.6. Every non-trading operation of a Client shall be confirmed by a log in the “Payment History” of myAlpari. If the Client has reason to believe that the log is inconsistent, the Client shall have the right to lodge a complaint in accordance with clause 9 of these Regulations.
- 3.7. If the Client has reason to believe that there has been a mistake in their own favour in the log, the Client is obligated to inform the Company Payments Department (hereinafter referred to as the “Payments Department”) about the mistake as soon as possible using the contact information provided on the “Contacts” page of the Company website.

#### 4. Depositing Funds to the Client's Account.

- 4.1. The Client may only be rendered Company services at the expense of funds available on the Client’s Account. Funds can be deposited to the Client Account by transferring the funds to the Company Accounts or to accounts of Agents authorized by the Company. The list of authorized Agents and their banking details are located in myAlpari.
- 4.2. Transfer of funds to the Company Account shall meet the requirements and take into account restrictions established by the laws in force and other legal acts of countries within the jurisdiction of which the fund transfer takes place.
- 4.3. The Company will credit the sum deposited to the Company Account to the Client’s Account. The Client understands and accepts that any commissions or other charges<sup>1</sup> incurred by the transfer of funds shall be at the Client’s expense.
- 4.4. Funds shall be credited to the Client’s Account in the deposit currency, regardless of the currency in which the transfer is made. If the transfer currency differs from the deposit currency, the transfer amount shall be converted into the deposit currency using the exchange rate as published in myAlpari at the moment the funds are credited to the company’s account.
- 4.5. Currencies accepted by the Company for credit to the Client’s Account, dependent on the deposit currency and deposit method, are indicated in myAlpari.
- 4.6. Exchange rates and fees, as well as other charges for each fund deposit method, shall be published in myAlpari and are subject to change by the Company.
- 4.7. The Company shall have the right to impose restrictions on minimum and maximum deposit, differentiated by the deposit method and transfer currency.
- 4.8. The Company shall be obliged to not charge any additional commission for crediting funds to the Client’s Account, except for the commissions and other expenses described in these

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<sup>1</sup> Commissions and other charges (in accordance with the table of charges) of the paying banks, correspondent banks, electronic payment systems or processing centers involved in the transfer of funds.

Regulations.

- 4.9. Funds, not related to compensation payments, will be credited to the Client's Account if:
- a) funds, transferred by the Client, are credited to the Company Account specified in myAlpari in the "Company Details" section;
  - b) funds are transferred to the Client's Account from another Account the Client has open with the Company;
  - c) funds which had been transferred to the Client are returned to the Company Account and the Company is unable to contact the Client in order to resolve the problem and resend the funds.
- 4.10. Unless directly related to compensation payments, funds shall be credited to the Client's Account on the basis of a Deposit Notification (hereinafter referred to as the "Notification"). The Notification shall be considered accepted by the Company if it is displayed in the "Payment History" of myAlpari and in the Company's records of client requests.
- 4.11. If the Client cannot send a notification from myAlpari, the Client must contact the Payments Department to address this question on an individual basis.
- 4.12. Funds shall be credited to the Client's Account within one business day, but no later than at the end of the transaction day after the day funds were credited to the Company Account, or upon receiving the "Internal Fund Transfer Request" if the funds are being transferred from another of the Client's Accounts open within the Company.
- 4.13. If funds sent through bank transfer have not been credited to the Client's Account within five business days, the Client shall have the right to request that the Company make a bank inquiry on the transfer. The Client understands that the bank inquiry may involve paying commission<sup>2</sup>, which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out through transferring the necessary amount to the Company Account or by deducting the amount from the Client's Account.
- 4.14. To make an inquiry on a bank transfer, the Client shall make a request in accordance with clause 9 of these Regulations and provide the Payments Department with the following documents:
- a) for an inquiry on a bank transfer: a SWIFT copy confirming the bank transfer's execution;
  - b) for an inquiry on a RUR bank transfer: a copy of the payment order, confirming the bank transfer's execution in the currency of the Russian Federation<sup>3</sup>.
- 4.15. If funds sent by an electronic transfer or by credit/debit card via the Processing Center are

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<sup>2</sup> In accordance with tariffs of the bank.

<sup>3</sup> Under Regulation 2-P CB RF (c. 3.5.) the bank must provide the payer with a copy of the payment order.

not credited to the Client's Account within 2 (two) business days, the Client shall have the right to request that the Company make a bank inquiry on the transfer. The Client understands that the bank inquiry may involve paying commission<sup>4</sup>, which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out by transferring the necessary amount to the Company Account or by deducting the amount from the Client's Account.

4.16. To make an inquiry on an electronic transfer or a credit/debit card transfer via the Processing Center, the Client must make a request in accordance with clause 9 of these Regulations and provide the Payments Department with the following documents:

- a) for an inquiry on an electronic transfer: a screenshot of the transfer or payment notification in the payment system, confirming the fact of the transfer to the Company Account;
- b) for an inquiry on a credit/debit card transfer via the Processing Center: proof of identity and a copy of the credit/debit card.

## 5. Methods of Fund Deposit to the Client's Account.

### 5.1. Bank Transfer.

5.1.1. The Client may deposit to an Account through bank transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

5.1.2. This transfer method shall be available for the Client's use once the Company has been provided the signed Client Registration Form and a copy of the Client's passport<sup>5</sup>.

5.1.3. The Client may only deposit funds through bank transfer to the Company bank account specified in myAlpari from the Client's own bank account.

5.1.4 Before carrying out a bank transfer, the Client shall order a payment invoice in myAlpari. Invoice parameters, such as the Company bank details, purpose of payment, and invoice validity should be observed meticulously by the Client.

5.1.5. The Company shall have the right to deny the deposit of funds transferred to the Company Bank Account if the parameters of the invoice have been violated or in the case that funds have been transferred on the behalf of a third party. In this case, the Company shall return the funds back to the bank account from which they have been transferred. All costs incurred by returning the funds shall be at the Client's expense.

5.1.6. The Client understands and accepts that the Company shall not hold responsibility for the time required to execute a bank transfer<sup>6</sup>.

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<sup>4</sup> In accordance with the tariffs of the payment system or processing center.

<sup>5</sup> The Client shall provide the Payments Department with an original, facsimile or scanned copy of their passport/ID and their signed Client Registration Form.

<sup>6</sup> A bank transfer usually takes about 2-5 business days.

## 5.2. Bank Transfer (RUR).

- 5.2.1. The Client may deposit to an Account through bank transfer (RUR) at any time, provided that this method is supported by the Company at the moment the transfer is executed.
- 5.2.2. The Client may only carry out a bank transfer (RUR) to the Company Account in the Russian Federation, indicated in myAlpari, from the Client's own bank account or execute the payment on their own behalf without opening a bank account.
- 5.2.3. The Client understands and accepts that the Company shall have the right to decline a transfer if the requirements for the transfer, as specified in myAlpari, are violated.
- 5.2.4. The Client may only carry out a bank transfer (RUR) to the Company's bank details in a foreign bank from the Client's own bank account.
- 5.2.5. Before carrying out a bank transfer (RUR) the Client shall be obliged to check the bank details and purpose of payment in myAlpari. In case the Client cannot make a transfer with the specified purpose of payment, the Client must contact the Payments Department to address this issue on an individual basis.
- 5.2.6. The Company shall have the right to deny the deposit of funds, transferred to the Company's RUR Account, if the purpose of payment differs from that specified in myAlpari, or if funds have been transferred from a third party. In this case, the Company shall return the funds to the bank account from which they were transferred. All costs incurred by returning the funds shall be at the Client's expense.
- 5.2.7. The Client understands and accepts that the Company shall not hold responsibility for the time required to execute a bank transfer<sup>7</sup>.
- 5.2.8. The Company may request the client's signed registration form and a copy of the client's passport in order to deposit a bank wire transfer in Rubles.<sup>8</sup>

## 5.3. Electronic Transfer.

- 5.3.1. The Client may deposit to an Account through electronic transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.
- 5.3.2. The Client may make an electronic transfer to the Company Account from the Client's own electronic account or from the electronic account of the Client's Authorized Person.
- 5.3.3. The Client shall be obliged to check the details of the Company Account in myAlpari<sup>9</sup> before carrying out an electronic transfer.

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<sup>7</sup> A bank transfer (RUR) usually takes about 2-5 business days.

<sup>8</sup> The Client shall provide the Payments Department with an original, facsimile or scanned copy of their passport/ID and their signed Client Registration Form.

<sup>9</sup> In case the transfer is not executed automatically from myAlpari.

- 5.3.4. The Client understands and accepts that the Company shall not hold responsibility for the time required to carry out an electronic transfer and that circumstances, resulting in technical failure when making a transfer occur not at the fault of the Company, but at the fault of the electronic payment system.
- 5.4. Credit/Debit Card Transfer via Processing Centre.
- 5.4.1. The Client may deposit to an Account by credit/debit card transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.
- 5.4.2. The types of international payment system cards accepted for credit/debit card transfer are specified in myAlpari.
- 5.4.3. The Client may only carry out a transfer from a credit/debit card in the Client's own name. Transfers from credit/debit cards of third parties are not accepted by the Company.
- 5.4.4. The Client understands and accepts that when using this type of transfer, the Client will only be able to withdraw funds from the Account after 30 calendar days<sup>10</sup> and to a bank account registered in the Client's name. In this case, a "Withdrawal Request" by means of electronic transfer shall not be executed by the Company. A request to transfer funds between accounts (Internal Transfer) will also not be processed within 30 days<sup>11</sup>.
- 5.4.5. The Company shall have the right to deny the deposit of funds transferred to the Company Account in the Processing Centre if the funds have been transferred on the behalf of a third party. In this case, the Company shall return the funds to the account from which they were transferred. All costs incurred by returning the funds shall be at the Client's expense.
- 5.4.6. The Client understands and accepts that the Company shall not hold responsibility for the time required to execute the transfer and that circumstances, resulting in technical failure when making a transfer occur not at the fault of the Company, but at the fault of the Processing Centre or international payment system.
- 5.5. Deposit to the Client's Account through the Moneybookers electronic payment system.
- 5.5.1. The Client may deposit to an Account through Moneybookers electronic payment system at any time, provided this method is supported by the Company at the moment the transfer is executed.
- 5.5.2. The Client may only carry out electronic transfers through Moneybookers under their own name. Transfers from third parties are not accepted by the Company.

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<sup>10</sup> This term may be reduced in the case that the Client provides documents confirming their lawful possession of the card.

<sup>11</sup> This term may be reduced in the case that the Client provides documents confirming their lawful possession of the card.

- 5.5.3. The Client understands and accepts that when using this type of transfer, the Client will only be able to withdraw funds from the Account after 30 calendar days<sup>12</sup> to a bank account registered in the Client's name or to the Moneybookers<sup>13</sup> account the money was deposited from. In this case, a "Withdrawal Request" by means of electronic transfer shall not be executed by the Company.
- 5.5.4. The Company shall have the right to deny the deposit of funds transferred to the Company Account via Moneybookers if the transfer has been completed by a third party. In this case, the Company shall return the funds back to the account from which they have been transferred. All costs incurred by returning the funds shall be at the Client's expense.
- 5.5.5. The Client understands and accepts that the Company shall not hold any responsibility for the time required to execute an electronic transfer and that circumstances, resulting in a technical failure, when making a transfer occur not at the fault of the Company, but at the fault of the Moneybookers electronic payment system.
- 5.6. Making Deposits with Ukash vouchers.
- 5.6.1. The Client may make deposits to the Client's Account using Ukash vouchers at any time if the Company is offering said deposit option at the moment the transfer is being made.
- 5.6.2. The Company has the right to restrict the amount of deposits made and sum being deposited per 24-hour period.
- 5.6.3. The Client understands and agrees that funds deposited using this method may only be withdrawn from the Client's Account to a bank account registered in the Client's name or to another of the Client's accounts registered with the Company.

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

- 6.1. The Client shall have the right to withdraw funds from the Client's Account at any time by sending the Company the "Withdrawal Request" or the "Internal Fund Transfer Request", to another account belonging to the Client, containing the Client's instruction to withdraw funds from the Client's Account or an instruction to transfer funds to another of the Client's Accounts with the Company, and fulfilling the following requirements:

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<sup>12</sup> This term may be reduced in the case that the Client provides the documents (a passport or ID if transferring from a Moneybookers purse or through a bank transfer, and a passport or ID card and a credit/debit card if transferring from a credit/debit card).

<sup>13</sup> Under the condition that funds were not deposited to the Account using a credit/debit card through another payment system.

- a) the instruction is executed solely within the limits of the free margin on the Client's Account at the moment of order execution. The execution of an instruction on different types of Client Accounts open within the company is carried out within the limits of the Client's Account balance. If the sum the Client wants to withdraw (including commissions and other charges under these Regulations) exceeds the size of the free margin on the Client's trading Account or the balance on other types of Accounts the Client has open in the Company, the Company shall have the right to decline this instruction explaining the reason for declination;
  - b) the Client's instructions for fund withdrawal from an Account shall meet the requirements and take into account restrictions established by the laws in force and other legal acts of countries within the jurisdiction of which the fund transfer takes place.
  - c) The Client's instructions for fund withdrawal from the Client's Account should be in accordance with the requirements and heed the restrictions set out in these Regulations and all other documents signed between the Client and the Company.
- 6.2. Execution of an "Withdrawal Request" to the Client's External Account may be carried out by an Agent authorized by the Company. A list of authorized Agents shall be placed in myAlpari.
  - 6.3. The Client shall fill out the "Withdrawal Request" or the "Internal Fund Transfer Request" to another account of the Client in the deposit currency. If the deposit currency differs from the transfer currency, the transfer amount shall be converted into the transfer currency using the exchange rate as published in myAlpari at the moment the funds are debited from the client's account.
  - 6.4. Currencies available for transfer to the Client's External Account, dependent on the deposit currency and withdrawal method, are indicated in myAlpari.
  - 6.5. Exchange rates and fees, as well as other charges for each fund withdrawal method, shall be published in myAlpari and are subject to change by the Company at any point in time.
  - 6.6. The Company shall have the right to impose restrictions on minimum and maximum withdrawal, differentiated by the withdrawal method and transfer currency. These restrictions shall be published in myAlpari.
  - 6.7. The Client understands and accepts that any commissions or other charges<sup>14</sup> associated with the transfer method chosen by the Client shall be at the Client's expense.
  - 6.8. The Company shall be obliged to not charge any additional commission for withdrawing funds from the Client's Account, except for the commissions and other expenses described in these Regulations.
  - 6.9. Funds shall be withdrawn from the Client's Account once the Company receives the

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<sup>14</sup> Commissions and other charges (in accordance with the table of charges) of paying banks, correspondent banks, electronic payment systems or processing centers involved in the transfer of funds.

“Withdrawal Request” or the “Internal Fund Transfer Request” to another account belonging to the Client.

- 6.10. An instruction shall be considered accepted by the Company if it was filled out in myAlpari and is displayed in the “Payment History” of myAlpari and in the Company’s records of client requests.
- 6.11. Instructions filled out in any other way than specified in clause 6.10. shall not be executed by the Company.
- 6.12. Funds shall be withdrawn from the Client’s Account within 1 (one) business day but no later than the end of the transaction day after the day the “Instruction to Withdraw Funds” is received.
- 6.13. If funds sent through bank transfer have not been credited to the Client’s Account within 5 (five) business days, the Client shall have the right to request that the Company make a bank inquiry on the transfer<sup>15</sup>. The Company may provide the Client with a document to confirm the transfer of funds:
- a) for an inquiry on a bank transfer: a SWIFT copy confirming the bank transfer’s execution;
  - b) for an inquiry on a RUR bank transfer: a copy of the payment order, confirming the bank transfer’s execution in the currency of the Russian Federation.
- 6.14. If funds sent by an electronic transfer or by credit/debit card via the Processing Center are not credited to the Client’s Account within 2 (two) business days, the Client shall have the right to request that the Company make an inquiry on the transfer. The Company may provide the Client with a screenshot confirming the transfer of funds to the Client’s Account.
- 6.15. The Client understands that the bank inquiry and request for documents may involve paying commission<sup>16</sup>, which shall be at the Client’s expense. The payment method for such expenses shall be determined on an individual basis and may be carried out through transferring the necessary amount to the Company Account or by deducting the amount from the Client’s Account.
- 6.16. If a Company employee should make a mistake when carrying out a transfer, which results in funds not being credited to the Client’s External Account, the sum of the request shall be indemnified to the Client at the Company’s expense.
- 6.17. If the Client should make a mistake when filling out the “Withdrawal Request”, which results in funds not being credited to the Client’s External Account, the sum of the request shall not be indemnified to the Client.
- 6.18. The Client can activate the “Withdrawal Restriction” service in myAlpari. Once this service has been confirmed, funds withdrawn from the Account can only be transferred to:

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<sup>15</sup> In accordance with clause 9 of these Regulations.

<sup>16</sup> In accordance with the tariffs of the paying bank, chosen by the Company to make a transfer.

- the bank account registered under the name of the holder of the Client Account upon which the restrictions are placed;
- another Client Account registered to the holder of the Account upon which these restrictions are placed, provided that equal restriction are placed on the Account to which the funds have been transferred;

6.19. A Client may remove the “Limitation of Withdrawal only one’s own Account” restriction through the following procedure:

- Bring one’s passport to the nearest Company office and voluntarily fill out the form for removing the restriction “Limitation of Withdrawal only to one’s own Account.”

6.20. The client consents to the company having the right to collect arrears on a client’s trading account (with the exception of those cases described in section 6 of these Regulations) out of funds held on transitory accounts or other trading accounts under one or more myAlpari accounts belonging to the same client, or from another myAlpari account if the Company determines that there exist sufficient grounds to connect the myAlpari account in question to the client.

## 7. Methods of Fund Withdrawal from the Client 's Account.

### 7.1. Bank Transfer.

- 7.1.1. The Client may send a “Withdrawal Request” for a bank transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.
- 7.1.2. The Client may only fill out the “Withdrawal Request” to be transferred to the Client’s own bank account. Requests filled out to be transferred to bank accounts of third parties shall be declined by the Company.
- 7.1.3. The Company shall be obliged to transfer money to the bank account of the Client in accordance with the details provided in the “Withdrawal Request”, provided that the conditions in clause 7.1.2 of these Regulations are observed.
- 7.1.4. When transferring funds, the Company shall indicate the payment details as provided in myAlpari. In the case that the payment details are changed, the Company shall be obliged to inform the Client about the new payment details immediately by publishing them in myAlpari.
- 7.1.5. The Client understands and accepts that the Company shall not hold responsibility for the time required to execute a bank transfer<sup>17</sup>.

### 7.2. Bank Transfer (RUR).

- 7.2.1. The Client may send a “Withdrawal Request” for a bank transfer (RUR), provided that this method is supported by the Company at the moment the transfer is

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<sup>17</sup> A bank transfer usually takes about 2-5 business days.

executed.

7.2.2. The Client may fill out the “Withdrawal Request” to be transferred to the Client’s own RUR bank account.

7.2.3. The Company shall be obliged to transfer money to the Client’s bank account in accordance with the details provided in the “Withdrawal Request”.

7.2.4. When transferring funds, the Company shall indicate the payments details as provided in myAlpari. In the case that the payments details are changed, the Company shall be obliged to inform the Client about the new payments details immediately by publishing them in myAlpari.

7.2.5. The Client understands and accepts that the Company shall not hold responsibility for the time required to carry out a bank transfer<sup>18</sup>.

### 7.3. Electronic Transfer<sup>19</sup>.

7.3.1. The Client may send a “Withdrawal Request” for an electronic transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

7.3.2. The Client may fill out the “Withdrawal Request” to be transferred to the Client’s own electronic account or to the electronic account of the Client’s Authorized Person.

7.3.3. The Company shall be obliged to transfer money to the Client’s electronic account in accordance with the details provided in the “Withdrawal Request”.

7.3.4. The Client understands and accepts that the Company shall not hold responsibility for the time required to complete an electronic transfer and that circumstances, resulting in a technical failure when making a transfer occur not at the fault of the Company, but at the fault of the electronic payment system.

### 7.4. Internal Fund Transfer.

7.4.1. The Client may send the “Internal Fund Transfer Request” at any time, provided that this method is supported by the Company supports at the moment the transfer is executed.

7.4.2. The Client may fill out an “Internal Fund Transfer” request to another account (trading or transitory) registered in his/her name. “Withdrawal Requests” to the accounts of third parties shall not be executed by the Company.

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<sup>18</sup> A RUR bank transfer usually takes about 2-5 business days.

<sup>19</sup> If the trading account has not been deposited to from a credit/debit card via the Processing Centre (see clause 5.4.4.) or via the Moneybookers system.

- 7.4.3. When transferring funds internally from a Client Account that was deposited to with a credit/debit card, using the Moneybookers system, Ukash vouchers or from an account on which the restriction “Withdrawal Restricted only to the Client’s bank account” is set, these restrictions will be transferred to the other Client Account to which the internal transfer is deposited.
- 7.4.4. If a Company employee should make a mistake when carrying out an internal transfer that results in funds being credited to the wrong account, the sum of the request shall be indemnified to the Client at the Company’s expense.
- 7.4.5. If the Client should make a mistake when filling out the “Internal Fund Transfer Request”, which results in funds being credited to the wrong account, the sum of the request shall not be indemnified to the Client.

## 8. Usage of the myAlpari Secure Zone.

- 8.1. The Client agrees with the clauses of these Regulations concerning usage of myAlpari.
- 8.2. When registering on the Company website, the Client shall provide accurate and valid information to identify themselves in accordance with the requirements of the Client Registration Form on the Company website.
- 8.3. After successfully registering on the Company website, the Client shall open a Transitory Account to carry out advance payments on Company services.
- 8.4. The Client shall inform the Company about changes in identification information in due time.
- 8.5. To identify the Client, the Company shall have the right to request the following documents at any time from the moment the Client registers:
  - for an individual: proof of identity;
  - for a legal entity: registration, foundation documents and documents confirming the status of the Company.

The Company reserves the right to suspend execution of non-trading operations on the Client’s Account if it is discovered that the Client’s identification information is incorrect or false, as well as in the case that the Client does not provide the required documents.

- 8.6. myAlpari is password-protected.
  - 8.6.1. The Client confirms and agrees that myAlpari is password-protected. The password shall be chosen by the Client upon the Client’s registration.
  - 8.6.2. The Client shall take full responsibility for the security of their password and its protection from unauthorized access by third parties.
  - 8.6.3. All instructions completed through myAlpari after entering the password are considered to be executed by the Client.

8.6.4. Any party who has gained access to myAlpari by entering the password shall be considered to be the Client.

8.6.5. The Company shall not be responsible for any losses endured by the theft, loss or disclosure of the password to third parties.

8.7. The Client shall have the right to change the password to myAlpari individually or follow the password recovery procedure.

To recover a myAlpari password, the Client shall come to the nearest Company office with their passport and fill out the set Company application to change a password or send the following documents to the Company's postal address:

- a) a copy of the Client's passport/ID (main page with photo);
- b) the notarized password change application.

8.8. The Client will see in successive order the following request statuses in myAlpari once a Fund Deposit Notification has been sent:

- a) The "Processing" status means that the funds have been transferred to the Company Account;
- b) The "Funds deposited to account" status means that the funds have been deposited to the Client's Account.

8.9. The Client will see in successive order the following request statuses in myAlpari once an "Withdrawal Request" or an "Internal Fund Transfer Request" is sent:

- a) The "Processing" status means that the instruction has been received by the Company;
- b) "Funds sent" status means that the funds have been transferred to the Client's External Account that was specified in the instruction;
- c) The "Denied" status means that the instruction has been denied by the Company. The reason the instruction has been refused is in the comments to the instruction.

8.10. The "Fund Deposit Notification", "Withdrawal Request" and "Internal Fund Transfer Request", which are filled out in myAlpari, may be changed or canceled by the Client before they are executed.

8.11. The "Fund Deposit Notification", "Withdrawal Request" and "Internal Fund Transfer Request", which are filled out in myAlpari, may be denied by Company employees, specifying the reason for refusal.

## 9. Inquiries and Dispute Resolution.

9.1. If any dispute should arise, the Client shall have the right to lodge a complaint with the Company or send a request for an inquiry. Complaints and requests should be received by the Company within 5 (five) business days of the grievance arising.

- 9.2. To lodge a complaint, the time when the dispute arises shall be considered the moment when the log appears in the "Payment History" of myAlpari. To send a request, the time when the dispute arises shall be considered the moment as described in clauses 4.13, 4.15, 6.12 and 6.13.
- 9.3. To file a request to make an inquiry into a transfer, the Client shall:
- a) complete the standard form in the "Payment History" of myAlpari. All requests filed through any other method (forum, email, telephone, etc.) will not be taken under consideration.
  - b) attach the documents specified in clauses 4.14. and 4.16, to the complaint form in myAlpari.
- 9.4. To file a complaint on non-trading operations, the Client should complete the standard form in myAlpari. All complaints filed through any other method (forum, email, telephone, etc.) will not be taken under consideration.
- 9.5. Any complaint or request filed in accordance with clauses 9.3. and 9.4. is automatically assigned a unique number (TID). The Client shall receive this confirmation in an email sent from payments@alpari.ru.
- 9.6. The complaint must not include:
- a) emotional description/appraisal of the dispute;
  - b) offensive language;
  - c) obscenities or expletives.
- 9.7. The Company shall have the right to request that the Client provide additional documents to make an inquiry.
- 9.8. The Company shall have the right to refuse a complaint if clause 9 of these Regulations has been breached.
- 9.9. The Client shall have the right to appeal to the KROUFR Dispute Committee in the case that the Client disagrees with the Company's decision regarding the complaint.

**Alpari NZ Limited**