



# Regulations on Non-Trading Operations

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## 1. General terms.

1.1. These Regulations for non-trading operations have been developed as a part of International cooperation measures aimed at fighting against financial irregularities, revealing and preventing law violations, and specify principles of performing non-trading operations on the Customer's trading 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 implementation of these Regulations for non-trading operations within the Company.

1.3. The Customer guarantees the legal source, lawful possession and right of use the funds transferring to the Company's Account.

1.4. The Company shall have the right to investigate the nature of doubtful non-trading operations, listed in Part 2 of these Regulations for non-trading operations, whereupon to suspend such operations until the reasons for their occurrence are clarified and the investigation is completed.

1.5. In the course of an investigation in accordance with clause 1.3. of these Regulations the Department shall have the right to request the Customer to provide the identity, payment or other documents confirming the lawful possession and legal source of the funds.

1.6. In case of revealing doubtful non-trading operations the Company shall have the right to:

- refuse to perform these operations;
- limit the funds withdrawal from the Customer's trading account anyhow at the Company's discretion;
- return the earlier deposited funds from the Customer's trading account to any requisites from which the deposit was made to this trading account;
- write off any commissions or bonuses owed to the Customer from non-trading operations;
- terminate the relations with the Customer.

1.7. Refusal to perform doubtful non-trading operations, as well as breach of relations with the Customer shall not be a reason for imposing civil liability upon the Company for breach of the 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 to the Customer 5 business day prior notice in one or several

ways described in clause 3.1 of these Regulation. Such amendments will become effective on the date specified in the notice.

1.9. These Regulations are transparent and are an integral part of any agreement concluded between the Company and the Customer.

1.10. In case certain clauses of these Regulations do not correspond to certain clauses of the Customer Agreement and the Terms of Business for MetaTrader4 and Systematic platforms and the Terms of Business for Alpari Direct and Alpari DirectPro platforms the clauses of these Regulations shall be effective. This circumstance shall not render other terms of the mentioned documents invalid.

1.11. The content of these Regulations is disclosed without limitation upon request of any interested person.

1.12. The terms and definitions used in these Regulations are explained in Clause 10 of these Regulations.

## 2. Criteria for revealing and features of doubtful non-trading operations.

2.1. The Department can render a non-trading operation doubtful in case:

- of revealing transfers misuses without performing trading operations on the account;
- of revealing unusual nature of operations, that don't have obvious economic substance or obvious legal purpose;
- of revealing circumstances implying that the operations are performed for the purpose of money laundering or terrorist financing;
- the Customer doesn't provide data for his identification, submits unreliable data and/or it is impossible to contact the Customer at the indicated addresses and telephone numbers;
- the Customer doesn't provide data for the identification of the beneficiary, i.e. a person to the advantage of whom the Customer acts (in particular, on the basis of an agency contract, commission and trust management contracts, while performing non-trading operations);
- of submitting false or invalid documents;
- at the location of a juridical person there is no regulatory body or another body or person, that has the right to act on behalf of the juridical person without power of attorney.

2.2. The specified operations shall be revealed by subjective estimation of the employees of the Department by means of daily analysis of non-trading operations.

2.3. The criteria for revealing and features of doubtful non-trading operations specified in clause 2.1. shall not be mandatory or comprehensive.

The Department can render a non-trading operation doubtful on the basis of analysis of the nature of a non-trading operation, its components, attending circumstances and interaction with the Customer or his representative.

2.4. In case of revealing doubtful non-trading operations the Department shall take a decision in its sole discretion in relation to further actions in regard to the Customer and his non-trading operations.

### 3. Communications.

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

- a) MetaTrader trading platform internal mail;
- b) email;
- c) facsimile transmission;
- d) telephone;
- e) post;
- f) news in «Company News» menu section at the web-site of the Company;
- g) notification in the Personal Area.

3.2. The Company will use the Customer's contact details, specified when opening a trading account or updated in accordance with clause 3.4 of these Regulations. The Customer shall agree to accept any notices from the Company at any time.

3.3. Any communications sent to the Customer (documents, notices, confirmations, news, statements etc.) are deemed received:

- a) if sent by email, within 1 (one) hour after emailing it;
- b) if sent by the trading platform internal mail, immediately after sending it;
- c) if sent by fax at the completion of transmission;
- d) if by telephone, then once the telephone conversation has been finished;
- e) if sent by post, 7 (seven) calendar days after posting it;
- f) immediately after the news is published at the Company's web-site in the «Company News» menu section;
- g) immediately after the notification is published in the Personal area.

3.4. The Customer shall notify the Company immediately of any change in the Customer's contact details updating the information in section «Change Contact Details and Code Words / Passwords» in the Personal Area or by some other method offered by the Company.

3.5. The Customer understands and acknowledges and accepts that in case of improper behaviour of the Customer the Company shall have the right to break relations with the Customer unilaterally.

3.6. Transactions of the Customer shall be confirmed by a confirmation emailed to the Customer on the next business day after the execution. If the Customer has a reason to believe that the confirmation is inconsistent the Customer shall have the right to lodge a complaint as provided by Part 9 of these Regulations.

3.7. If the Customer has a reason to believe that there is a mistake in his favor in the confirmation he should inform the Payments Department of the Company (hereinafter referred to as the “Payments Department”) about the mistake as soon as possible using the contacts given at page “Contacts” at the Company's web-site.

3.8. On the first day of each month the Company shall e-mail to the Customer a statement with all transactions of the previous month listed there.

#### 4. Funds depositing to the Customer's trading account.

4.1. The Customer may perform trading operations only at the expense of funds available on the Customer's trading account. The depositing of the Trading account can be effected by transferring the funds to the Company's accounts or to the accounts of Agents authorized by the Company. The list of authorized Agents and their banking details shall be specified in the Personal Area.

4.2. Funds transfer to the Company's accounts shall meet the requirements and take into account restrictions, established by the laws in force and other legal acts of the countries, within the jurisdiction of which the funds transfer falls.

4.3. The Company credits to the Customer's trading account the sum, deposited to the Company's account. The Customer understands and acknowledges and accepts that any commissions and other charges<sup>1</sup>, triggered by funds transfer, are paid at the expense of the Customer.

4.4. The funds shall be credited to the Customer's trading account in the deposit currency, no matter in what currency the transfer is made. If the currency of the transfer differs from the

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<sup>1</sup> Commissions and other charges (in accordance with the table of charges) of the paying banks, bank-correspondents, electronic payment systems or processing centers, with the help of which the funds are transferred.

deposit currency the amount of the transfer shall be converted into the deposit currency.

4.5. Currencies, accepted by the Company for crediting to the Customer's trading account depending on the deposit currency and the Way of depositing, are indicated in Table 1 of Exhibit 2 to these Regulations.

4.6. The exchange rate and fees, as well as other charges for each way of funds depositing, shall be released in the Personal Area and may be changed by the Company.

4.7. The Company shall have the right to impose restrictions on minimum and maximum credited amounts, differentiated depending on the way of depositing.

4.8. The Company shall be obliged not to charge any additional commissions for crediting funds to the Customer's trading account, except for the commissions and other expenses provided by these Regulations.

4.9. Unless compensating payments<sup>2</sup>, the funds shall be credited to the Customer's trading account in the following cases:

- a) in case the funds, transferred by the Customer, are credited to the Company's accounts, specified in the Personal Area in the «Bank details» section;
- b) in case of funds transfer to the Customer's trading account from a trading account of the Company's another Customer;
- c) in case of funds transfer to the Customer's trading account from another trading account of the Customer, opened with the Company;
- d) in case the funds, previously transferred to the Customer, are returned back to the Company's accounts, if the Company fails to contact the Customer to solve promptly a problem situation and the funds are resent.

4.10. Unless compensating payments, the funds shall be credited to the Customer's trading account on the basis of the Notification of funds depositing to the trading account (hereinafter referred to as the Notification). The Notification shall be considered accepted by the Company if it is displayed in the Customer's Personal Area in the «Deposits/Withdrawals History» section, and in the Company's accounting system of customers' requests.

4.11. If the Customer does not have an opportunity to send a notification from the Personal Area it is necessary to contact the Payments Department.

4.12. The funds shall be credited to the Customer's trading account within 1 (one) business day, but not later than at the end of the transaction day next to the day when the funds are credited to the Company's Account, or upon the receiving of the «Instruction to transfer funds to another trading account» in case of funds transfer from another trading account, opened

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<sup>2</sup> See Part 8 of the Terms of Business.

with the Company.

4.13. In case the funds, sent by a bank transfer, are not credited to the Customer's trading account within 5 (five) business days, the Customer shall have the right to request the Company to make a bank inquiry on the transfer. The Customer understands that the bank inquiry may involve commission costs<sup>3</sup>, which shall be paid at the expense of the Customer. The way of payment of such expenses shall be defined on an individual basis and may be performed by means of transferring the necessary amount of money to the Company's accounts or by means of charging the amount from the Customer's trading account.

4.14. To make an inquiry on a bank transfer the Customer shall make a request in accordance with Clause 9 of these Regulations and provide the following documents to the Payments Department:

- a) in case of a bank transfer: a copy of the swift document, confirming the fact of the bank transfer;
- b) in case of a bank transfer (RUR): a copy of the payment order, confirming the fact of the bank transfer in the currency of the Russian Federation<sup>4</sup>.

4.15. If the funds, sent by an electronic transfer or by a banking card transfer via the Processing center, are not credited to the Customer's trading account within 2 (two) business days, the Customer shall have the right to request the Company to make a bank inquiry on the transfer. The Customer understands that the bank inquiry may involve commission costs<sup>5</sup>, which shall be paid at the expense of the Customer. The way of payment of such expenses shall be defined on an individual basis and may be performed by means of transferring the necessary amount of money to the Company's accounts or by means of charging the amount from the Customer's trading account.

4.16. To make an inquiry on an electronic transfer or a banking card transfer via the Processing center the Customer shall make a request in accordance with Clause 9 of these Regulations and provide the following documents to the Payment Department:

- a) in case of an electronic transfer: the Screenshot of the transfer or payment notification in the payment system, confirming the fact of the transfer to the Company's accounts;
- b) in case of a Banking card transfer via the Processing center: a copy of an identification document and a copy of the Banking card.

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<sup>3</sup> In accordance to tariffs of the bank

<sup>4</sup> Under Regulation 2-P CB RF (c. 3.5.) the bank must give a copy of the payment order to the payer.

<sup>5</sup> In accordance with tariffs of the payment system or processing center.

## 5. Ways of funds depositing to the Customer's trading account.

### 5.1. Bank transfer.

5.1.1. The Customer may replenish his trading account by bank transfer in case at the moment of the transfer the Company provides this way of replenishment of a trading account.

5.1.2. This way of funds transfer shall be available for the Customer once he provides the Company with a signed Confidential Customer Information to open personal account and a copy of his passport<sup>6</sup>. If the Customer can not provide the Company with the documents mentioned above the Customer shall contact the Payments Department to settle the question individually.

5.1.3. The Customer may deposit funds by bank transfer to the Company's bank account, indicated in the Personal Area, only from his own bank account. If the Customer wants to make a bank transfer on behalf of third parties the Customer shall contact the Payments Department in advance to settle the question individually.

5.1.4. Before the bank transfer the Customer shall get an invoice in the Personal Area. Invoice parameters, such as the Company bank details, payments details, validity period of the invoice should be observed by the Customer. If the Customer can not make a transfer with the specified payments details the Customer shall contact the Payments Department to settle the question individually.

5.1.5. The Company shall have the right to deny depositing of the funds transferred to the Company's bank account if parameters of the invoice have been violated or in case the funds are transferred on behalf of third parties. In this case the Company shall return the funds back to the bank account from which they have been transferred. All costs triggered by the return of the funds are paid at the expense of the Customer.

5.1.6. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer<sup>7</sup>.

### 5.2. Bank transfer (RUR).

5.2.1. The Customer may replenish his trading account by a bank transfer (RUR) in case at the moment of the transfer the Company provides this way of replenishment of a trading account.

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<sup>6</sup> The Customer shall provide the Payments Department with the original, fax or scan copy of his passport and signed Confidential Customer Information to open personal account.

<sup>7</sup> Usually a bank transfer takes about 3-7 business days.

5.2.2. The Customer may make a bank transfer (RUR) to the Company's bank accounts in the Russian Federation, indicated in the Personal Area, only from the Customer's bank account or may effect payment on his behalf without opening of a bank account.

5.2.3. The Customer understands and acknowledges and accepts that the Company shall have the right to decline the transfer in case the requirements for the transfer, specified in the Personal Area, are violated.

5.2.4. The Customer may make a bank transfer (RUR) to the Company's bank details to the foreign bank only from his own bank account.

5.2.5. Before a bank transfer (RUR) the Customer shall be obliged to check the bank details and payments details in the Personal Area. In case the Customer can not make a transfer with the specified payments details the Customer shall contact the Payments Department to settle the question individually.

5.2.6. The Company shall have the right to deny depositing of the funds, transferred to the Company's RUR bank accounts, if payments details have been violated or in case the funds are transferred from the third parties. In this case the Company returns the funds back to the bank account from which they have been transferred. All costs triggered by the return of the funds are paid at the expense of the Customer.

5.2.7. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer<sup>8</sup>.

5.3. Electronic transfer.

5.3.1. The Customer may replenish his trading account by an electronic transfer in case at the moment of the transfer the Company provides this way of replenishment of a trading account.

5.3.2. The Customer may make an electronic transfer to the Company's accounts from his own electronic account and from an electronic account of the Authorized person.

5.3.3. Before an electronic transfer the Customer shall be obliged to check the details of the account of the Company in the Personal Area<sup>9</sup>.

5.3.4. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for an electronic transfer and the circumstances, resulted in a technical failure when making a transfer if they occurred not because of the Company but through the fault of the Electronic payment system.

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<sup>8</sup> Usually a bank transfer (RUR) takes about 3-7 business days.

<sup>9</sup> In case the transfer is not made automatically from the Personal Area.

#### 5.4. Banking cards transfer via Processing centre.

5.4.1. The Customer may replenish his trading account by a Banking card transfer in case at the moment of the transfer the Company provides this way of replenishment of a trading account.

5.4.2. Types of Banking cards of the international payments system available for a Banking card transfer are specified in the Personal Area.

5.4.3. The Customer may make a transfer only from the Banking card registered in his name. Transfers from banking cards of third parties are not accepted by the Company.

5.4.4. The Customer understands and acknowledges and accepts that when using this type of funds transfer the Customer will be able to withdraw funds from the trading account after 30 calendar days<sup>10</sup> and only to the bank account registered in his name. In this case the «Instruction to withdraw funds from the trading account» to the electronic account of the Customer and/or third parties and the «Instruction to transfer funds to another trading account form» shall not be executed by the Company.

5.4.5. The Company shall have the right to deny depositing of the funds, transferred to the Company's accounts in the processing centre, if the funds are transferred on behalf of third parties. In this case the Company returns the funds back to the account from which they have been transferred. All costs triggered by the return of the funds shall be paid at the expense of the Customer.

5.4.6. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for the transfer and the circumstances, resulted in a technical failure when making a transfer if they occurred not because of the Company but through the fault of the processing center or the international payment system.

#### 5.5. Funds depositing via electronic payment system Moneybookers

5.5.1. The Customer may replenish his trading account by an electronic transfer via Moneybookers in case at the moment of the transfer the Company provides this way of replenishment of a trading account.

5.5.2. The Customer may make an electronic transfer via Moneybookers only from his/her own name. Transfers from the third parties are not accepted by the Company.

5.5.3. The Customer understands and acknowledges and accepts that in case the Customer uses this type of funds transfer the Customer will be able to withdraw funds from his trading

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

account after 30 calendar days<sup>11</sup> and only to the bank account registered in his name. In this case the «Instruction to withdraw funds from the trading account» to the electronic account of the Customer and/or third parties and the «Instruction to transfer funds to another trading account form» shall not be executed by the Company.

5.5.4. The Company shall have the right to deny depositing of the funds transferred to the Company's bank account via Moneybookers if the transfer has been done 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 triggered by the return of the funds are paid at the expense of the Customer.

5.5.5. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for an electronic transfer and the circumstances, resulted in a technical failure when making a transfer if they occurred not because of the Company but through the fault of the Electronic payment system Moneybookers.

## 6. Funds withdrawal from the Customer's trading account.

6.1. The Customer shall have the right to withdraw funds from his trading account at any moment sending to the Company the «Instruction to withdraw funds from the trading account» or the «Instruction to transfer money to another trading account», containing the Customer's instruction to withdraw funds from his trading account or an instruction to transfer funds to another trading account with the following requirements fulfilled:

- a) the instruction is fulfilled only within the limits of the free margin on the Customer's trading account at the moment when the order is executed. If the sum the Customer wants to withdraw (including commissions and other charges under these Regulations) exceeds the size of the free margin on the Customer's trading account the Company shall have the right to decline this instruction explaining the reason of it;
- b) the Customer's instructions to withdraw funds from a trading account should meet the requirements and take into account restrictions set by the current law and other legal acts of the countries to the jurisdiction of which this transfer submits.

6.2. The «Instruction to withdraw funds from the trading account» by transferring the money to the Customers Account can be effected by the agent authorized by the Company. The list of authorized Agents shall be specified in the Personal area.

6.3. The Customer shall fill out the «Instruction to withdraw funds from the trading account» or the «Instruction to transfer money to another trading account» in the deposit currency. If the deposit currency differs from the currency of the transfer the amount of the transfer shall

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<sup>11</sup> This term may be reduced in case the Customer provides the documents (a passport or ID card in case of a transfer from the Moneybookers purse or a bank transfer, and a passport or ID card and a banking card in case of a transfer from a banking card).

be converted by the Company into the currency of the transfer.

6.4. Currencies available for funds transfer to the Customer's Account, depending on the deposit currency and the way of withdrawal, are indicated in Table 2 of Exhibit 2 to these Regulations.

6.5. The exchange rate and the commission, as well as other charges for each way of funds withdrawal, are published in the Personal Area and may be changed by the Company.

6.6. The Company shall have the right to impose restrictions on minimum and maximum withdrawn amounts, differentiated depending on the withdrawal mode. These restrictions are published in the Customer's Personal Area.

6.7. The Customer understands and acknowledges and accepts that commission and other charges<sup>12</sup> triggered by the transfer chosen by the Customer are paid at the expense of the Customer.

6.8. The Company shall be obliged not to charge any additional commissions for funds withdrawal from the Customer's trading account, except for the commissions and other expenses provided by these Regulations.

6.9. Funds shall be withdrawn from the Customer's trading account once the Company receives the «Instruction to withdraw funds from the trading account» or the «Instruction to transfer money to another trading account».

6.10. An instruction shall be considered accepted by the Company if it has been filled out in the Personal Area, shown in the «Deposits / withdrawals history» section and in the Company's accounting system of the Customer's requests.

6.11. Any instruction filled out in some other way than provided in clause 6.10. shall not be executed by the Company.

6.12. Funds are withdrawn from the Customer's trading account within 1 (one) business day but not later than at the end of the transaction day following the day when the «Instruction to withdraw funds from the trading account» is received.

6.13. In case the funds, sent by a bank transfer, are not credited to the Customer's Account within 5 (five) business days, the Customer shall have the right to ask the Company to make a bank inquiry<sup>13</sup>. The Company may provide the Customer with the document confirming funds transfer:

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<sup>12</sup> Commissions and other charges (in accordance with the table of charges) of the paying banks, bank-correspondents, electronic payment systems or processing centers, with the help of which the funds are transferred.

<sup>13</sup> In accordance with Part 9 of these Regulations.

- a) in case of a bank transfer: a copy of a swift document, confirming funds transfer in the foreign currency;
- b) in case of a bank transfer (RUR): a copy of the bank transfer request, confirming funds transfer in RUR.

6.14. In case the funds, sent by electronic transfer, are not credited to the Customer's Account within 2 (two) business days, the Customer shall have the right to ask the Company to make an inquiry. The Company may provide the Customer with a Screenshot confirming funds transfer to the Customer's Account.

6.15. The Customer understands and acknowledges and accepts that the bank inquiry and the request for documents provision may trigger commission costs<sup>14</sup>, which shall be paid at the expense of the Customer. The way of payment shall be chosen individually. The Customer may transfer the necessary sum to the Company's accounts or the Company may withdraw funds from the Customer's trading account.

6.16. In case when making a transfer between trading accounts the Company's employee makes a mistake, resulted in funds crediting to a wrong trading account, the sum of the request shall be indemnified to the Customer at the expense of the Company.

6.17. In case the Customer makes a mistake in the details of the trading account when filling out the «Instruction to transfer funds to another trading account», which resulted in funds crediting to a wrong trading account, the sum of the request shall not be indemnified to the Customer.

6.18. In the Personal Area a Customer – Holder of a trading account of alpari.classic type, can activate a service “Restrictions of Withdrawal to the third parties”. Once this service is confirmed funds withdrawal from the trading account will be allowed only:

- to the bank account registered to the holder of the trading account with the restrictions placed on;
- to another trading account registered to the holder of the trading account with the restrictions placed on, provided that the equivalent restrictions of funds withdrawal to the third parties will be placed on the account to which the funds are transferred;

This limitation is termless and can't be cancelled.

## 7. Ways of funds withdrawal from the Customer's trading account.

### 7.1. Bank transfer.

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<sup>14</sup> In accordance with the tariffs of the paying bank, chosen by the Company to make a transfer.

7.1.1. The Customer may send the «Instruction to withdraw funds from the trading account» by a bank transfer in case at the moment of the transfer this mode is provided by the Company.

7.1.2. The Customer may fill out the «Instruction to withdraw funds from the trading account» only to his own bank account. The instructions filled out to the bank accounts of third parties shall be denied by the Company.

7.1.3. The Company shall be obliged to transfer money to the bank account of the Customer in accordance with the details provided in the «Instruction to withdraw funds from the trading account» in case conditions provided by clause 7.1.2 of these Regulations are observed.

7.1.4. When transferring the funds the Company indicates the payments details provided in the Personal Area. In case of payments details change the Company shall be obliged to inform the Customer immediately about new payments details publishing them in the Personal Area.

7.1.5. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer<sup>15</sup>.

7.2. Bank transfer (RUR).

7.2.1. The Customer may send the «Instruction to withdraw funds from the trading account» by a bank transfer (RUR) in case at the moment of the transfer this mode is provided by the Company.

7.2.2. The Customer may fill out the «Instruction to withdraw funds from the trading account» to his own RUR bank account.

7.2.3. The Company shall be obliged to transfer money to the bank account of the Customer in accordance with the details provided in the «Instruction to withdraw funds from the trading account».

7.2.4. When transferring the funds the Company shall indicate the payments details provided in the Personal Area. In case of payments details change the Company shall be obliged to inform the Customer immediately about new payments details publishing them in the Personal Area.

7.2.5. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer<sup>16</sup>.

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<sup>15</sup> Usually a bank transfer takes about 3-7 business days.

<sup>16</sup> Usually a RUR bank transfer takes about 3-7 business days.

### 7.3. Electronic transfer<sup>17</sup>.

7.3.1. The Customer may send the «Instruction to withdraw funds from the trading account» by an electronic transfer in case at the moment of the transfer this mode is provided by the Company.

7.3.2. The Customer may fill out the «Instruction to withdraw funds from the trading account» to his own electronic account or to the electronic account of the Authorized person.

7.3.3. The Company shall be obliged to transfer money to the Customer's electronic account in accordance with the details provided in the «Instruction to withdraw funds from the trading account».

7.3.4. The Customer understands and acknowledges and accepts that the Company shall not be responsible for the time required for an electronic transfer and the circumstances, resulted in a technical failure when making a transfer if they occurred not because of the Company but through the fault of the Electronic payment system.

### 7.4. Funds transfer to another trading account<sup>18</sup>.

7.4.1. The Customer may send the «Instruction to transfer funds to another trading account» in case at the moment of the transfer this mode is provided by the Company.

7.4.2. The Company shall transfer funds to another trading account in the deposit currency only. Transfers between trading accounts with different deposit currencies shall not be processed by the Company.

7.4.3. If the trading account is deposited by the Bank card via Moneybookers or the «Restriction of withdrawal to the third parties» was placed on this account, the transfers between trading accounts are available only in case the accounts of both types are registered to the same person.

7.4.4. In case when making a transfer between trading accounts the Company's employee makes a mistake, resulted in funds crediting to a wrong trading account, the sum of the instruction shall be indemnified to the Customer at the expense of the Company.

7.4.5. In case the Customer makes a mistake in the details of the trading account when filling out the «Instruction to transfer funds to another trading account», which resulted in funds

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<sup>17</sup> If the trading account has not been replenished from a Credit card via the Processing center (see clause 5.4.4.) or via the Moneybookers system.

<sup>18</sup> If the trading account has not been replenished from a Banking card via the Processing center (see clause 5.4.4.).

crediting to a wrong trading account, the sum of the instruction shall not be indemnified to the Customer.

## 8. Personal Area.

8.1. The Customer agrees with the clauses of these Regulations concerning usage of the Personal Area.

8.2. When opening a trading account the Customer shall provide proper and true information to identify him in accordance with the requirements of the on-line application form at the Web-site of the Company.

8.3. Accounts with the Company can not be open by

- a) stateless persons;
- b) citizens and/or residents of the USA, the UK, the New Zealand and the British Columbia;
- c) individuals under 18 years old;
- d) legal bodies and entities of other business legal structures, organized under the laws of Great Britain, the Russian Federation, the USA, the New Zealand and the British Columbia and placed in Great Britain, the Russian Federation, the USA, the New Zealand and the British Columbia.

8.4. The Customer shall inform the Company about changes of the Identification data in due time.

8.5. To identify the Customer the Company shall have the right to request for the following documents at any time from the moment of opening a trading account:

- for an individual: an identification document;
- for a legal body: foundation documents and documents confirming the status of the Company.

The Company shall have the right to suspend execution of non-trading operations on the Customer's account if it is revealed that the Identification data of the Customer are incorrect or untrue as well as in case the Customer does not provide the required documents.

8.6. The Personal Area is password protected.

8.6.1. The Customer confirms and agrees and acknowledges that the Personal Area is password protected. Depending on the account type the password shall be either set by the Customer when opening a trading account or shall be assigned automatically by the system of password generation.

8.6.2. The Customer shall be responsible for the safety of the password and unauthorized access to it of the third parties.

8.6.3. All instructions done through the Personal Area after entering the password are considered to be executed by the Customer.

8.6.4. Any individual who has got an access to the Personal Area by entering the password shall be considered to be the Customer.

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

8.7. The Customer shall have the right to change the password to the Personal Area or follow the procedure of the password change.

To restore the password to the Personal Area the Customer shall come to the nearest office of the Company with a passport and fill out the code word change request <sup>19</sup> or send to the Company's postal address the following documents:

- a) copy of the Customer's passport (the main page with the photograph and registration);
- b) the notarized code word change request.

8.8. The Customer will see successively the following statuses of the instruction in the Personal Area once the notification for funds depositing to the Customer's trading account is sent:

- a) «*Processing*» status means that the funds are transferred to the Company's account;
- b) «*Done*» status means that the funds are deposited to the Customer's trading account.

8.9. The Customer shall see successively the following statuses of the notification in the Personal Area once the «Instruction to withdraw funds from the trading account» and the «Instruction to transfer funds to another trading account» are sent:

- a) «*Processing*» status means that the instruction has been received by the Company;
- b) «*Done*» status means that the funds are transferred to the Customer's Account, specified in the instruction;
- c) «*Denied*» status means that the instruction is denied by the Company. The reason of the refusal is given in the comments to the instruction.

8.10. The «Notification for funds depositing to the trading account», «Instruction to withdraw

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<sup>19</sup> See Exhibit #1 for these Regulations.

funds from the trading account» and «Instruction to transfer funds to another trading account», filled out in the Personal Area, may be changed or annulled by the Customer before they are executed.

8.11. The «Notification for funds depositing to the trading account», «Instruction to withdraw funds from the trading account» and «Instruction to transfer funds to another trading account», filled out in the Personal Area, may be denied by the employees of the Company with the refusal reason specified.

## 9. Inquiries and resolving of disputable situations.

9.1. If any conflict situation arises the Customer shall have the right to lodge a complaint with the Company or send a request for an inquiry. Complaints and requests shall be received within 5 (five) business days after the grievance has arisen.

9.2. The time when the Customer receives the confirmation shall be considered to be the moment when the grievance arises to lodge a complaint. The time when the case, provided by clauses 4.13, 4.15, 6.12, 6.13, occurs shall be considered to be the moment when the grievance arises to send a request.

9.3. To file a request for a bank inquiry the Customer shall:

- a) complete the form in the «Deposits / withdrawals history» in the Personal Area. All requests filed in any other form (forum, email, telephone etc) will not be considered.
- b) e-mail the documents, specified in clauses 4.14., 4.16, to the Company at [payments@alpari.ru](mailto:payments@alpari.ru)

9.4. To file any non-trading operations complaint the Customer should complete a standard form in the Personal Area. All complains filed in any other form (forum, email, telephone etc) will not be considered.

9.5. A new complaint or request, filed in accordance with clauses 9.3. and 9.4., is assigned automatically with a unique number (TID) and the Customer is advised of the status of the complaint via email sent from [payments@alpari.ru](mailto:payments@alpari.ru)

9.6. The complaint must not include:

- a) affective appraisal of the conflict situation;
- b) offensive language;
- c) uncontrolled vocabulary.

9.7. The Company shall have the right to ask the Customer to provide additional documents for the inquiry.

9.8. The Company shall have the right to refuse a complaint if any clause of Part 9 of these Regulations has been breached.

9.9. Customer shall have the right to appeal to the KROUFR dispute committee in case the Customer disagrees with the Company's decision in respect of the complaint.

## 10. Interpretation of terms.

10.1. In these Regulations and its Exhibits:

**Banking card** – shall mean a thin plastic card, that contains identification information, with the help of which the holder of the Banking card can pay for purchases or services as well as withdraw cash from the account;

**The Holder of the Banking card** – shall mean the person the information of whom the card contains (the first name, the last name, the signature) and who is authorized to maintain the card account;

**Funds depositing** – shall mean depositing to the Customer's trading account of the funds transferred by the Customer or his Authorized person and credited to the Company's accounts;

**Identification data** – shall mean for an individual – passport details, indicated in the online application form to open a trading account; for a legal entity – details of the founding documents, indicated in the online application form to open a trading account;

**Customer** – shall mean

- a) an individual over 18 years old, citizen and/or resident of any country, except for the USA, the UK, the New Zealand and the British Columbia, being a party to the Operative Agreements with the Company in respect of making Transactions, subject to Margin Trading;
- b) a legal body or an entity of another business legal structure, organized under the existing laws of any country, except for the Russian Federation, the USA, the UK, the New Zealand and the British Columbia, and situated in any country except for the Russian Federation, the USA, the UK, the New Zealand and the British Columbia, being a party to the Operative Agreements with the Company in respect of making Transactions, subject to Margin Trading;

**Company** – shall mean Alpari NZ Limited;

**Personal Area** – shall mean the Customer's personal page at the Web-site of the Company, meant to identify the Customer, to account the Customer's requests on non-trading operations, and to release reference information;

**Non-trading operation** – shall mean an operation of funds depositing, withdrawal from a trading account or Credit granting (return);

**Credit** – shall mean funds transfer to a Customer's trading account at the expense of the Company to perform trading operations. The withdrawal of the credit funds is impossible;

**Transaction day** – shall mean a working day from Monday to Friday from 09:30 till 18:00 (Moscow time);

**Processing center** – shall mean a legal entity or its department, that provides informational and technological interaction between the participants of settlements;

**Business day** – shall mean a working day from Monday till Friday, taking into account holidays and days-off in the Russian Federation;

**Instruction to transfer funds to another trading account** – shall mean an instruction, made via the Customer's Personal Area at the Company's web-site, the aim of which is to withdraw funds from the Customer's trading account to another trading account opened with the Company;

**Instruction to withdraw funds from the trading account** – shall mean an instruction made via the Customer's Personal Area at the Company's web-site, the aim of which is to withdraw funds from the trading account and to receive them to the Customer or his Authorized person's Account;

**Company's Web-site** – shall mean the Company's web-site [www.alpari-forex.com](http://www.alpari-forex.com), [www.alpari.ru](http://www.alpari.ru);

**Withdrawal** – shall mean withdrawal of funds from the Customer's trading account and their remittance to the Customer or his Authorized person's bank details, indicated by the Customer in the «Instruction to withdraw funds from the trading account»;

**Customer's Account** – bank or/and electronic account of the Customer or his Authorized person;

**Company's Account** – bank or/and electronic account of the Company, and the Company's account in the processing center;

**Screenshot** — a digital image taken by the host operating system or software running on the computer device to record the visible items displayed on the monitor or another visual output device, used by the Customer or his Authorized person;

**Notification for funds depositing to the Customer's trading account** – shall mean a notification, sent via the Customer's Personal Area at the Company's web-site, the aim of which is funds crediting to the Customer's trading account;

**Customer's Authorized person –**

- a) an individual over 18 years, citizen and/or resident of any country, except for the USA, the UK, the New Zealand and the British Columbia authorized to perform or receive non-cash (bank and/or electronic) transfer on behalf of the Customer, for the purpose of funds crediting to the Customer's trading account or funds withdrawal from the Customer's trading account;
- b) a legal body or an entity of another business legal structure, organized under the existing laws of any country, except for the Russian Federation, the USA, the UK, the New Zealand and the British Columbia, authorized to perform or receive a non-cash (bank or/and electronic) transfer on behalf of the Customer for the purpose of funds crediting to the Customer's trading account or funds withdrawal from the Customer's trading account.

**Electronic payment system** – shall mean a payment system operating with electronic money.

**Alpari NZ Limited**