



Regulations for 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 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 implementation of these Regulations for non-trading operations within the Company.
- 1.3. The Client 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 1.4. of these Regulations the Department shall have the right to request the Client 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 Client's Account anyhow at the Company's discretion;
 - return the earlier deposited funds from the Client's Account to any requisites from which the deposit was made to this trading account;
 - write off any commissions or bonuses owed to the Client from non-trading operations;
 - terminate the relations with the Client.
- 1.7. Refusal to perform doubtful non-trading operations, as well as breach of relations with the Client 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 Client 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 Client.
- 1.10. In case certain clauses of these Regulations do not correspond to certain clauses of the Client Agreement, the Terms of Business, 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:

- exposure of abuse of transfers without completing trading operations on the trading 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 Client doesn't provide data for his identification, submits unreliable data and/or it is impossible to contact the Client at the indicated addresses and telephone numbers;
- the Client doesn't provide data for the identification of the beneficiary, i.e. a person to the advantage of whom the Client 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 Client 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 Client and his non-trading operations.

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 "Company News" menu section at the web-site of the Company;
 - g) notification in the Personal Area.
- 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 notices from the Company at any time.
- 3.3. Any communications sent to the Client (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 Client shall notify the Company immediately of any change in the Client'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 Client understands and acknowledges and accepts that in case of improper behavior of the Client the Company shall have the right to break relations with the Client unilaterally.
- 3.6. Transactions of the Client shall be confirmed by a log in the "Payment History" of the Personal Area. If the Client has a reason to believe that the log is inconsistent the Client shall have the right to lodge a complaint as provided by Part 9 of these Regulations.
- 3.7. If the Client has a reason to believe that there is a mistake in his favor in the log 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.

4. Funds depositing to the Client's Account.

- 4.1. The Client may be provided with Company services only at the expense of funds available on the Client's Account. Deposit to the Client Account can be effected by transferring the funds to the Company 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 Account 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 Client's Account the sum, deposited to the Company Account. The

Client understands and acknowledges and accepts that any commissions and other charges¹, triggered by funds transfer, are paid at the expense of the Client.

- 4.4. The funds shall be credited to the Client's Account in the deposit currency, no matter in what currency the transfer is made. If the currency of the transfer differs from the 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 Client's Account depending on the deposit currency and the Way of depositing, are indicated in the Client's Personal Area.
- 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 and fund transfer currency.
- 4.8. The Company shall be obliged not to charge any additional commissions for crediting funds to the Client's Account, except for the commissions and other expenses provided by these Regulations.
- 4.9. Unless compensating payments², the funds shall be credited to the Client's Account in the following cases:
 - a) in case the funds, transferred by the Client, are credited to the Company Account, specified in the Personal Area in the "Bank details" section;
 - b) in case of funds transfer to the Client's Account from an Account of another Company Client;
 - c) in case of funds transfer to the Client's Account from another Account of the Client, opened with the Company;
 - d) in case the funds, previously transferred to the Client, are returned back to the Company Account, if the Company fails to contact the Client to solve promptly a problem situation and the funds are resent.
- 4.10. Unless compensating payments, the funds shall be credited to the Client's Account on the basis of the Notification of funds deposited (hereinafter referred to as the Notification). The Notification shall be considered accepted by the Company if it is displayed in the Client's Personal Area in the "Payment History" section, and in the Company's accounting system of client requests.
- 4.11. If the Client 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 Client's 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 Account, or upon the receiving of the "Instruction for internal transfer of funds" in case of funds transfer from another trading Account, opened with the Company.
- 4.13. In case the funds, sent by a bank transfer, are not credited to the Client's Account within 5 (five) business days, the Client shall have the right to request the Company to make a bank inquiry on the

¹ 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.

² See Part 8 of the Terms of Business.

transfer. The Client understands that the bank inquiry may involve commission costs³, which shall be paid at the expense of the Client. 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 Account or by means of charging 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 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 Federation⁴.

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 Client's Account within 2 (two) business days, the Client shall have the right to request the Company to make a bank inquiry on the transfer. The Client understands that the bank inquiry may involve commission costs⁵, which shall be paid at the expense of the Client. 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 Account or by means of charging the amount from the Client's Account.

4.16. To make an inquiry on an electronic transfer or a banking card transfer via the Processing center the Client 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 Account;

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.

5. Ways of funds depositing to the Client's Account.

5.1. Bank transfer.

5.1.1. The Client may replenish his Account by bank transfer in case at the moment of the transfer the Company provides this deposit method.

5.1.2. This way of funds transfer shall be available for the Client once he provides the Company with a signed Client Registration Form and a copy of his passport⁶. If the Client can not provide the Company with the documents mentioned above the Client shall contact the Payments Department to settle the question individually.

5.1.3. The Client may deposit funds by bank transfer to the Company bank account, indicated in

³ In accordance to tariffs of the bank.

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

⁵ In accordance with tariffs of the payment system or processing center.

⁶ The Customer shall provide the Payments Department with the original, fax or scan copy of his passport and signed Client Registration Form.

the Personal Area, only from his own bank account. If the Client wants to make a bank transfer on behalf of third parties the Client shall contact the Payments Department in advance to settle the question individually.

5.1.4. Before the bank transfer the Client 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 Client. If the Client can not make a transfer with the specified payments details the Client 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 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 Client.

5.1.6. The Client understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer⁷.

5.2. Bank transfer (RUR).

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

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

5.2.3. The Client 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 Client 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 Client shall be obliged to check the bank details and payments details in the Personal Area. In case the Client can not make a transfer with the specified payments details the Client 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 RUR 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 Client.

5.2.7. The Client understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer⁸.

5.3. Electronic transfer.

⁷ Usually a bank transfer takes about 2-5 business days.

⁸ Usually a bank transfer (RUR) takes about 2-5 business days.

- 5.3.1. The Client may replenish his Account by an electronic transfer in case at the moment of the transfer the Company provides this way of replenishment of a Account.
 - 5.3.2. The Client may make an electronic transfer to the Company Accounts from his own electronic account and from an electronic account of the Authorized person.
 - 5.3.3. Before an electronic transfer the Client shall be obliged to check the details of the Company Account in the Personal Area⁹.
 - 5.3.4. The Client 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.
- 5.4. Banking cards transfer via Processing centre.
- 5.4.1. The Client may replenish his Account by a Banking card transfer in case at the moment of the transfer the Company provides this deposit method.
 - 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 Client 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 Client understands and acknowledges and accepts that when using this type of funds transfer the Client will be able to withdraw funds from the Account after 30 calendar days¹⁰ and only to the bank account registered in his name. In this case the “Instruction to withdraw funds” to the Client’s External Account and/or third parties and the “Instruction for internal transfer of funds” 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 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 Client.
 - 5.4.6. The Client 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 deposit to a Client’s Account via electronic payment system Moneybookers.
- 5.5.1. The Client may replenish his Account by an electronic transfer via Moneybookers in case at the moment of the transfer the Company provides this deposit method.
 - 5.5.2. The Client 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 Client understands and acknowledges and accepts that in case the Client uses this type

⁹ In case the transfer is not made automatically from the Personal Area.

¹⁰ This term may be reduced in case the Client provides documents confirming his lawful possession of the card.

of funds transfer the Client will be able to withdraw funds from his Account after 30 calendar days¹¹ and only to the bank account registered in his name or to the Moneybookers¹² account that the money was deposited from. In this case the “Instruction to withdraw funds” to the Client’s External Account and/or third parties and the “Instruction for internal transfer of funds” 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 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 Client.

5.5.5. The Client 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 Client’s Account.

6.1. The Client shall have the right to withdraw funds from his Account at any moment sending to the Company the “Instruction to withdraw funds” or the “Instruction for internal transfer of funds”, containing the Client's instruction to withdraw funds from his Account or an instruction to transfer funds to another Account with the following requirements fulfilled:

a) the instruction is fulfilled only within the limits of the free margin on the Client’s Account at the moment when the order is executed. The execution of an instruction on different types of Client Accounts opened in the company are carried out within the boundaries 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 of it;

b) the Client's instructions to withdraw funds from a 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.

c) The Client’s “Instruction to withdraw funds” from the Client’s Account should be in accordance with the requirements and heed the restrictions set out in these Regulations, and all other documentation signed between the Client and the Company.

6.2. The “Instruction to withdraw funds” by transferring the money to the Client’s External Account can be effected by the agent authorized by the Company. The list of authorized Agents shall be specified in the Personal area.

¹¹ This term may be reduced in case the Client 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).

¹² Under the condition that the funds were not deposited to the Account using a credit/debit card through another payment system.

- 6.3. The Client shall fill out the “Instruction to withdraw funds” or the “Instruction for internal transfer of funds” in the deposit currency. If the deposit currency differs from the currency of the transfer the amount of the transfer shall be converted by the Company into the currency of the transfer.
- 6.4. Currencies available for funds transfer to the Client's External Account, depending on the deposit currency and the way of withdrawal, are indicated in the Client’s Personal Area.
- 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 Client’s Personal Area.
- 6.7. The Client understands and acknowledges and accepts that commission and other charges¹³ triggered by the transfer chosen by the Client are paid at the expense of the Client.
- 6.8. The Company shall be obliged not to charge any additional commissions for funds withdrawal from the Client’s Account, except for the commissions and other expenses provided by these Regulations.
- 6.9. Funds shall be withdrawn from the Client's Account once the Company receives the “Instruction to withdraw funds” or the “Instruction for internal transfer of funds”.
- 6.10. An instruction shall be considered accepted by the Company if it has been filled out in the Personal Area, shown in the “Payment History” section and in the Company’s accounting system of the client 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 Client's 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” is received.
- 6.13. In case the funds, sent by a bank transfer, are not credited to the Client's Account within 5 (five) business days, the Client shall have the right to ask the Company to make a bank inquiry¹⁴. The Company may provide the Client with the document confirming funds transfer:
 - 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 Client's External Account within 2 (two) business days, the Client shall have the right to ask the Company to make an inquiry. The Company may provide the Client with a Screenshot confirming funds transfer to the Client's Account.

¹³ 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.

¹⁴ In accordance with Part 9 of these Regulations.

- 6.15. The Client understands and acknowledges and accepts that the bank inquiry and the request for documents provision may trigger commission costs¹⁵, which shall be paid at the expense of the Client. The way of payment shall be chosen individually. The Client may transfer the necessary sum to the Company Accounts or the Company may withdraw funds from the Client's Account.
- 6.16. In case when making a transfer the Company's employee makes a mistake, resulting in funds not being credited to the Client's External Account, the sum of the request shall be indemnified to the Client at the expense of the Company.
- 6.17. In case the Client makes a mistake in the details of the trading account when filling out the "Instruction to withdraw funds", which resulted 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. In the Personal Area a Client can activate a service "Restrictions on Third Party Withdrawal". Once this service is confirmed funds withdrawal from the Account will be allowed only:
- to the bank account registered to the holder of the Client Account with the restrictions placed on;
 - to another Client Account registered to the holder of the Account with the restrictions placed on, provided that the equivalent restrictions of fund withdrawal to the third parties will be placed on the Account to which the funds are transferred;

This restriction has no fixed term and cannot be cancelled.

7. Ways of funds withdrawal from the Client's Account.

7.1. Bank transfer.

- 7.1.1. The Customer may send the "Instruction to withdraw funds" by a bank transfer in case at the moment of the transfer this mode is provided by the Company.
- 7.1.2. The Client may fill out the "Instruction to withdraw funds" 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 Client in accordance with the details provided in the "Instruction to withdraw funds" 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 Client immediately about new payments details publishing them in the Personal Area.
- 7.1.5. The Client understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer¹⁶.

7.2. Bank transfer (RUR).

- 7.2.1. The Client may send the "Instruction to withdraw funds" by a bank transfer (RUR) in case at

¹⁵ In accordance with the tariffs of the paying bank, chosen by the Company to make a transfer.

¹⁶ Usually a bank transfer takes about 2-5 business days.

the moment of the transfer this mode is provided by the Company.

- 7.2.2. The Client may fill out the “Instruction to withdraw funds” to his own RUR bank account.
- 7.2.3. The Company shall be obliged to transfer money to the bank account of the Client in accordance with the details provided in the “Instruction to withdraw funds”.
- 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 Client immediately about new payments details publishing them in the Personal Area.
- 7.2.5. The Client understands and acknowledges and accepts that the Company shall not be responsible for the time required for a bank transfer¹⁷.

7.3. Electronic transfer¹⁸.

- 7.3.1. The Client may send the “Instruction to withdraw funds” by an electronic transfer in case at the moment of the transfer this mode is provided by the Company.
- 7.3.2. The Client may fill out the “Instruction to withdraw funds” 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 Client's electronic account in accordance with the details provided in the “Instruction to withdraw funds”.
- 7.3.4. The Client 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. Internal Transfer of Funds.

- 7.4.1. The Customer may send the “Instruction for internal transfer of funds” in case at the moment of the transfer this mode is provided by the Company.
- 7.4.2. If the Client’s Account is deposited by the Bank card via Moneybookers or the “Restriction on Third Party Withdrawal” 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.
- 7.4.2. When transferring funds internally from a Client Account that was deposited to with a credit/debit card, using the Moneybookers system or if the account has the “Restriction on Third Party Withdrawal” set, these restrictions will be transferred onto the Client Account on which the internal transfer is to be deposited.
- 7.4.4. In case when making an internal transfer between 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 Client at the expense of the Company.

¹⁷ Usually a RUR bank transfer takes about 2-5 business days.

¹⁸ 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.

7.4.5. In case the Client makes a mistake in the details of the trading account when filling out the "Instruction for internal transfer of funds", which resulted in funds crediting to a wrong trading account, the sum of the instruction shall not be indemnified to the Client.

8. Personal Area.

- 8.1. The Client agrees with the clauses of these Regulations concerning usage of the Personal Area.
- 8.2. When registering on the Company website, the Client shall provide proper and true information to identify him in accordance with the requirements of the Client Registration Form on the Company's website.
- 8.3. The Company will not open Personal Areas or Accounts for:
- 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. After successfully registering on the Company website, the Client shall open a Transitory Account to carry out advance payments on Company services.
- 8.5. The Client shall inform the Company about changes of the Identification data in due time.
- 8.6. To identify the Client the Company shall have the right to request for the following documents at any time from the moment the Client registers:
- for an individual: an identification document;
 - for a legal body: registration, 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 Client's Account if it is revealed that the Identification data of the Client are incorrect or untrue as well as in case the Client does not provide the required documents.

- 8.7. The Personal Area is password protected.
- 8.7.1. The Client confirms and agrees and acknowledges that the Personal Area is password protected. The password shall be chosen by the Client upon the Client's registration.
- 8.7.2. The Client shall be responsible for the safety of the password and unauthorized access to it of the third parties.
- 8.7.3. All instructions done through the Personal Area after entering the password are considered to be executed by the Client.

- 8.7.4. Any individual who has got an access to the Personal Area by entering the password shall be considered to be the Client.
- 8.7.5. The Company shall not be responsible for the losses, triggered by steal, loss or disclosure of the password to the third parties.
- 8.8. The Client 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 Client shall come to the nearest office of the Company with a passport and fill out the set Company application form to change a password or send to the Company's postal address the following documents:
- a) copy of the Client's passport (the main page with the photograph and registration);
 - b) the notarized password change request.
- 8.9. The Client will see successively the following statuses of the instruction in the Personal Area once the notification for fund deposit is sent:
- a) "Processing" status means that the funds are transferred to the Company Account;
 - b) "Done" status means that the funds are deposited to the Client's Account.
- 8.10. The Client shall see successively the following statuses of the notification in the Personal Area once the "Instruction to withdraw funds" and the "Instruction for internal transfer of funds" 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 Client's External 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.
- 8.11. The "Notification for funds deposit", "Instruction to withdraw funds" and "Instruction for internal transfer of funds", filled out in the Personal Area, may be changed or annulled by the Client before they are executed.
- 8.12. The "Notification for funds deposit", "Instruction to withdraw funds" and "Instruction for internal transfer of funds", 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 Client 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 log appears in the "Payment History" of the Client's Personal Area 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 Client shall:
- a) complete the form in the “Payment History” in the Personal Area. All requests filed in any other form (forum, email, telephone etc) will not be considered.
 - b) Attach the documents, specified in clauses 4.14., 4.16, to the complaint form in the Personal Area
- 9.4. To file any non-trading operations complaint the Client 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 Client is advised of the status of the complaint via email sent from 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 Client 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. Client shall have the right to appeal to the KROUFR dispute committee in case the Client disagrees with the Company's decision in respect of the complaint.

10. Interpretation of terms.

10.1. In these Regulations and its Exhibits:

Credit/Debit 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 Credit/Debit 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 Client’s Account of the funds transferred by the Client or his Authorized person and credited to the Company’s accounts.

Identification data shall mean for an individual – passport details, indicated in the Client Registration Form; for a legal entity – details of the registration and founding documents, indicated while registering.

Client 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 Client with the Company;

- 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 Client Agreement with the Company.

Company shall mean Alpari NZ Limited.

Client's Account shall mean a Transitory Account, trading account, partner account, manager's account, investor's account and other account opened by the Client in the Company.

Transitory Account shall mean a Client's non-trading account used to carry out advance payments on Company services

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

Non-trading operation shall mean an operation of funds depositing, withdrawal from a Client's Account or Credit granting (return).

Credit shall mean fund deposit to a Client's Account to perform trading operations. The withdrawal of the credit funds is impossible.

Transaction day shall mean a working day from Monday to Friday from 06:00 till 15:00 (GMT).

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 for internal transfer of funds shall mean an instruction, made via the Client's Personal Area at the Company's website, the aim of which is to withdraw funds from the Client's Account to another Account opened with the Company.

Instruction to withdraw funds shall mean an instruction made via the Client's Personal Area at the Company's web-site, the aim of which is to withdraw funds from the trading account and to transfer them to the Client's External Account or his Authorized person's Account, as indicated in the instruction.

Company's Web-site shall mean the Company's web-site www.alpari-forex.com, www.alpari.ru.

Withdrawal shall mean withdrawal of funds from the Client's Account and their remittance to the Client or his Authorized person's bank details, indicated by the Client in the «Instruction to withdraw funds».

Client's External Account shall mean a bank or/and electronic account of the Client or his Authorized person.

Company Account shall mean a bank or/and electronic Account of the Company, and the Company Account in the processing center.

Screenshot shall mean 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 Client or his Authorized person.

Notification for funds deposit shall mean a notification, sent via the Client's Personal Area at the

Company's web-site, the aim of which is funds crediting to the Client's Account.

Client's Authorized person shall mean

- 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 Client, for the purpose of funds crediting to the Client's Account or funds withdrawal from the Client's 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 Client for the purpose of funds crediting to the Client's Account or funds withdrawal from the Client's Account.

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

Alpari NZ Limited