

# Regulation on non-trading transactions and the KYC/AML policy

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## 1. Introduction

1.1. This Regulation was developed to comply with FATF (Financial Action Task Force) recommendations aimed at combating financial violations, to detect and prevent violations of legislation and to ensure compliance with the laws against money laundering or financing of terrorism and sets the procedure for transferring funds to/from the Client's Account and performing other non-trading transactions. This Regulation is applicable to the Company and all affiliates of the Company, including payment agents.

1.2. The Client guarantees the legal origin and lawful possession of the funds transferred to the Company's Account and the right to use these funds.

1.3. The Client assumes the following obligations:

1.3.1. to comply with legal norms, in particular international laws aimed at preventing illegal trading, financial fraud, and money laundering; 1.3.2. to prevent direct or indirect aid to illegal financial activity or any other illegal transactions; 1.3.3. to prevent direct or indirect aid to financial fraud and other actions violating international laws and legal norms;

1.3.4. to prevent any actions that may directly or indirectly jeopardize the prevention of money laundering in his/her activities using the Company's services.

1.4. The Company reserves the right to investigate the nature of suspect non-trading transactions specified in Section 2 of this Regulation and to suspend such transactions till the reasons for such transactions are determined and the investigation is completed.

1.5. During the investigation, pursuant to this Regulation the Company may ask the Client for identification (passport, ID card, driver's license, etc.), proof of residence,

payment or other documents and bank cards confirming the legal possession and legitimate origin of the money and confirming the Client's financial standing.

1.6. If suspect non-trading transactions are discovered, the Company may:

- refuse to carry them out for the Client;
- limit funds withdrawal from the Client's Account in any way at the Company's discretion;
- return previously credited funds from the Client's Account to any point from which that account was refilled;
- close the Client's account and refuse to service it further;
- debit from the Client's account all commissions and other costs related to the completion of the questionable non-trading transaction;
- close the Client's open positions and document the financial result;
- debit from the Client's Account any bonuses he or she received;
- block any transactions at the trading terminal;
- end the relationship with the Client.

This list is not exhaustive and may be expanded at the Company's discretion.

1.7. Refusal to carry out suspect non-trading transactions and termination of relations with the Client because the Company identified suspect non-trading transactions are not grounds for the Company's civil liability for breach of the Agreement.

1.8. The Company may close the Client's Account if the Client does not carry out any transactions in the Client's Account for twelve (12) successive months and there is no money in the Account.

1.9. This Regulation is public and is an integral part of the Agreement between the Company and the Client. The contents of this Regulation may be disclosed without limitation at the request of any interested persons.

1.10. If there is a discrepancy between the provisions of this Regulation and certain clauses of the Agreement and relevant regulations pertaining to non-trading transactions, the provisions of this Regulation take precedence. This will not invalidate the remaining provisions of those documents.

## **2. Criteria for identification and characteristics of suspect non-trading transactions.**

2.1. The Company may deem a non-trading transaction suspect in the following cases:

- the Company has detected excessive transfers (deposits to the client's account, withdrawals from the client's account) without making trading transactions in the trading account;
- the Company has detected an unusual nature of the transactions, which have no evident economic sense or evident legal purpose;
- the Company has uncovered circumstances that give reason to believe that the transactions are aimed at money laundering or financing of terrorism;
- within the period set by the Company, the Client failed to provide information to identify himself/herself, provided unreliable information and/or could not be contacted at the addresses and telephone numbers provided;

- the Client has not provided information to identify a beneficiary, i.e. the person in whose interests the Client acts (in particular, under an agency agreement, trust deed, commission agreement and fiduciary management agreement when non-trading transactions are performed);
- submission of false or invalid documents and documents of poor quality (black and white, unreadable);
- the Client has not provided information to identify a beneficiary (end beneficiary), i.e. the person in whose interests the Client acts (in particular, under an agency agreement, trust deed, commission agreement and fiduciary management agreement when non-trading operations are performed) upon the Company's request;
- the Client has not provided any information and documents requested by the Company, including about the Client's financial standing. Criteria for the detection and signs of suspect transactions specified in this section of the Regulation are not binding or or exhaustive. The Company may deem a non-trading transaction suspect on the basis of analysis of the nature of the transaction, its components, attendant circumstances and interaction with the Client or his/her representative even if formally there are no criteria and indicators specified in this section of the Regulation. Such transactions are detected on the basis of the Company's subjective evaluation by means of daily analysis of non-trading transactions.

2.3. If it discovers suspicious non-trading transactions the Company will decide its next steps in relation to the Client and its trading and non-trading transactions on its own.

### **3. Payments and general provisions regarding non-trading transactions**

3.1. The Client may transfer funds to the Client's account at any time in any currency that is accepted by the Company in the country in which the Client completes the non-trading transaction. The Client's funds are kept on Company accounts, including segregated accounts opened in the Company's name to keep client funds separate from Company funds. The Company will make all payments and transfer payment information via encrypted communications links according to industry payment security standards pursuant to the requirements of international payment systems. According to Payment Card Industry Security Standards Council recommendations, TLS 1.2 transport encryption and 256-bit AES algorithm to application layer are used for purchaser's data protection.

3.2. Transactions involving the transfer of funds to/from the Client's account are governed by this Regulation.

3.3. The Client himself/herself is responsible for the correctness of payments he/she makes. If the Company's banking details change, once the new details are published on the Trading Terminal, the Client himself/herself is responsible for payments made using outdated details.

3.4. Each of the Client's non-trading transactions is confirmed with an entry in the respective section of the Trading Terminal. The Client is obliged to monitor the accuracy and correctness of the information of non-trading operations that he or she has performed and the amount of his account balance on a daily basis; he or

she must also monitor the accuracy and correctness of the information that is displayed in the relevant section of the Trading Terminal. If the Client detects an error in any of the records of any of his/her-trading transactions, a discrepancy in the amount of the account balance, or a problem with any other information, the Client must notify the Company of the error as soon as possible using the contact information published on the Company's website. If the Client finds an error in the entry regarding a non-trading transaction, he/she shall file a claim in accordance with the requirements of the Agreement.

3.5. If the Company's Client has made no transactions whatsoever on the trading terminal that change the Client's account balance for 6 months, the Company retains the right to introduce a user fee (commission) for providing access to the trading terminal. The Company determines the amount and procedure for debiting the user fee at its sole discretion.

#### **4. Transfer of funds to the Client's account**

4.1. The Client may pay for the use of the Company's services only using the funds held in the Client's Account, except for the cases specified in this Agreement. The Client's Account may be replenished by money transfer to the Company's Account or to the accounts of Company-authorized Payment Agents. The Company may post a list of authorized payment agents and their bank information on the trading terminal.

4.2. The Client's transfer of funds to the Company's Accounts must meet the requirements and restrictions set forth by current legislation and other legal acts of the countries in whose jurisdiction the transfer is made.

4.3. The Company will credit the amount that arrived in the Company's Account to the Client's Account.

4.4. Money will be credited to the Client's Account in the currency of the Client's Account irrespective of the currency in which the transfer was made. If the deposit currency is different from the transfer currency, the Company will convert transfer amount into the transfer currency at the exchange rate established by the Company as of the time when the funds are debited from the Client's Account. In the cases established by Payment Service Providers, funds may be withdrawn from the Client's External Account in a currency that is different from the currency of the Client's External Account.

4.5. The currency in which the Company accepts transfers to be credited to the Client's Account and, depending on the Client's Account currency and the transfer method, it will be displayed on the trading terminal.

4.6. The Company reserves the right to set minimum and maximum transfer amounts depending on the transfer method and the transfer currency.

4.7. Money is credited to the Client's Account for reasons other than compensation payments in the following cases:

- a) if amounts transferred by the Client arrive in the Company's Accounts;
- b) if amounts previously transferred to the Client are returned to the Company's Accounts and attempts to contact the Client to solve the problem and resend the money failed.

4.8. Funds will be deposited in the Client's Account within one (1) business day, but not later than at the end of the business day following the day on which the funds arrive in the Company's Account.

4.9. If money sent by the Client have not arrived on the Client's account within 5 (five) business days, the Client may ask the Company to investigate the transfer. To investigate a transfer, the Client must fill out a request according to the Agreement and provide the Company with proof that the funds were transferred.

## **5. Methods of transferring funds to the Client's Account**

### 5.1. Bank transfer.

5.1.1. The Client may make a deposit to his/her Account by bank transfer at any time if the Company accepts this method at the time of funds transfer.

5.1.2. The Client may use this money transfer method only after a copy of his/her passport is submitted.

5.1.3. The Client may make a bank transfer to the Company's bank account specified in the Dashboard only from his/her personal bank account or may make a payment on behalf of himself/herself without opening a bank account.

5.1.4. Before making a bank transfer in rubles, the Client must compare the Company's bank details and the purpose of the payment in the Dashboard. If the Client is unable to make a payment according to the specified payment purpose, he/she must contact the Company to resolve the issue on a case-by-case basis.

5.1.5. The Company reserves the right to refuse to deposit money that arrived in the Company's bank account if the purpose of payment is different from that specified in the Dashboard or if the transfer was made by a third party. In that case, the Company will send the money back to the bank account from which they were transferred. All expenses related to such transfer shall be borne by the Client.

5.1.6. The Client understands and agrees that the Company assumes no liability for the time it takes to make a bank transfer.

### 5.2. Electronic transfer.

5.2.1. The Client may make a deposit to his/her Account by electronic transfer at any time if the Company accepts this method at the time of funds transfer.

5.2.2. The Client may make an electronic transfer to the Company's Accounts from his/her personal electronic wallet.

5.2.3. Before making an electronic transfer, the Client must compare the details of the Company's Account in the Dashboard.

5.2.4. The Client understands and acknowledges that the Company is not responsible for the how long it takes to make an electronic transfer or for circumstances resulting in a technical failure during the transfer if they occurred through no fault of the Company, but through the fault of the electronic payment system.

### 5.3. Transfer from a Bank Card via the a Processing Center.

5.3.1. The Client may make a deposit to his/her Account by transfer from his/her Bank Card through the Processing Center at any time if the Company accepts this method at the time of funds transfer.

5.3.2. The Client may make a transfer from the bank card of an international payment system, the type of which is indicated in his/her Dashboard.

5.3.3. The Client may make a transfer from a bank card registered only in his/her name. Transfers from cards of third parties are not accepted.

5.3.4. The Company retains the right to refuse to deposit funds arriving on the Company's account at the processing center if the transfer is in the name of a third party. In that case, the Company will send the money back to the bank account from which they were transferred. All expenses related to this transfer will be borne by the Client.

5.3.5. The Client understands and agrees that the Company assumes no liability for the time it takes to make a transfer. or for the circumstances resulting in a technical failure during the transfer if they occurred through no fault of the Company but through the fault of the processing center or international payment system.

## **6. Withdrawal of money from the Client's Account**

6.1. The Client is entitled at any time to withdraw any or all funds from his/her Account by sending the Company a Request for Withdrawal containing the Client's order to withdraw money from the Client's Account, which complies with the following terms:

a) the Company will fulfill the order in the Client's trading account only within the balance of the Client's Account at the time of order fulfillment. If the amount withdrawn by the Client (including commissions and other expenses for making payment pursuant to this Regulation) exceeds the balance on the Client's Account, the Company may reject the order after explaining that rejection;

b) the Client's order to withdraw money from the Client's Account must comply with the requirements and restrictions set forth by current legislation and other statutes of the countries in the jurisdiction of which such transfer is made;

c) the Client's order to withdraw money from the Client's Account shall comply with the requirements and restrictions set forth by this Regulation and other documents of the Company;

d) money from the Client's Account must be withdrawn to the same payment instrument that was previously used by the Client to transfer funds to the Account. The Company may limit the amount of the withdrawal to a payment instrument to the deposits on the Client's account from that payment instrument. The Company may, at its discretion, make exceptions to this rule and withdraw Client money to other payment instruments, but the Company may at any time ask the Client for the payment information for the other payment instruments, and the Client must provide the Company with that payment information.

6.2. A Request for Withdrawal is be fulfilled by transferring money to the Client's External Account by an Agent authorized by the Company.

6.3. The Client will make a Request for Withdrawal in the currency of the deposit. If the deposit currency is different from the transfer currency, the Company will convert transfer amount into the transfer currency at the exchange rate established

by the Company as of the time when the funds are debited from the Client's Account.

6.4. The currency in which the Company makes transfers to the Client's External Account, depending on the currency of the Client's Account and the withdrawal method, may be displayed in the Client's Dashboard.

6.5. The conversion rate, commission and other expenses related to each method of money withdrawal are set by the Company and may be changed at any time at the Company's sole discretion. The exchange rate may differ from the currency exchange rate set by the authorities of a particular country and from the current market exchange rate for the relevant currencies. In the cases established by Payment Service Providers, funds may be withdrawn from the Client's External Account in a currency that is different from the currency of the Client's External Account.

6.6. The Company reserves the right to set minimum and maximum withdrawal amounts depending on the withdrawal method. These restrictions will be posted in the Client's Dashboard.

6.7. The order is considered accepted by the Company if it is created in the Client's Dashboard, is shown in the Payment History section and in the Company's system for accounting of clients' requests. An order created in any manner other than that specified in this clause will not be accepted and fulfilled by the Company.

6.8. Money will be withdrawn from the Client's account within five (5) business days.

6.9. If funds sent by the Company pursuant to a Request for Withdrawal have not arrived in the Client's External Account within five (5) business days, the Client may ask the Company to investigate the transfer.

6.10. If the Client made a mistake in the contact information when drawing up a Request for Withdrawal that resulted in failure to transfer money to the Client's External Account, the Client will pay a commission for resolving the situation.

6.11. The Client's profit in excess of the funds deposited by the Client may be transferred to the Client's External Account only by a method agreed by the Company and Client, and if the Client made a deposit in his/her account by a certain method, the Company has the right to withdraw a previous deposit by the Client by the same method.

## **7. Methods of withdrawing money from the Client's Account**

7.1. Bank transfer.

7.1.1. The Client may send a Request for Withdrawal by bank transfer at any time if the Company accepts this method at the time of funds transfer.

7.1.2. The Client may make a Request for Withdrawal only to a bank account opened in his/her name. The Company will not accept and fulfill orders to transfer money to a bank account of a third party.

7.1.3. The Company must send the money to the Client's bank account according to the information in the Request for Withdrawal if the conditions of clause 7.1.2. of this Regulation are met.

7.1.4. The Client understands and agrees that the Company assumes no liability for the time it takes to make a bank transfer.

7.2. Electronic Transfer.

7.2.1. The Client may send a Request for Withdrawal by electronic transfer at any time if the Company uses electronic money transfer when the request is made.

7.2.2. The Client may make a Request for Withdrawal only to his/her personal electronic account.

The Company must send money to the Client's electronic account according to the information in the Request for Withdrawal.

7.2.4. The Client understands and acknowledges that the Company is not responsible for the how long it takes to make an electronic transfer or for circumstances resulting in a technical failure during the transfer if they occurred through no fault of the Company.

7.3. The Company may, at its discretion, offer the Client other methods for withdrawing money from the Client's account. This information is posted in the Dashboard.

## **8. Rules for provision of 1-Click service**

8.1. By entering his or her bank (payment) card information, checking the box "Save Card" and clicking on the payment confirmation button, the Client expresses his or her complete agreement with the "1-Click" (recurring payment service) terms and conditions, and he or she authorizes the Company and/or the payment services provider to debit the sum of money authorized by the Client from the Client's bank (payment) card at the Client's request automatically and without need for further authorization in order to replenish the Balance of the Client's account at the Company without having to re-enter his or her bank (payment) card information, which will be provided by the "1-Click" service in order to replenish the Balance of the Client's account at the Company.

8.2. The Client acknowledges and agrees that confirmation of the use of the 1-Click service will be sent to the client's e-mail address within two (2) business days.

8.3. By using the 1-Click service, the Client confirms that he/she is the owner (authorized user) of the bank card whose details have been saved with the "1-Click" service, and the Client also guarantees that he or she will not take actions aimed at contesting scheduled payments that are made to the Company using the bank card for the purpose of refilling the Balance of the Client's account at the Company.

8.4. By using the 1-Click service, the Client agrees to bear all expenses related to the use of this service and all additional expenses (if necessary), including, but not limited to, various taxes, duties, etc.

8.5. The Client assumes full responsibility for all payments made by the Client to replenish the client account balance at the Company. The Company and/or the payment services provider will ensure payment is made only in the amount specified by the Client, and they will not be responsible for payment of the aforementioned additional amounts by the Client.

8.6. After the Payment button is pressed, the payment is considered processed and irrevocably made. By pressing the payment confirmation button, the Client agrees that he/she will not be able to rescind the payment or demand its rescission. By filling out the payment form, the Client confirms that he/she is not violating the laws of any country. By filling out payment form and accepting the terms of this section, the Client, as the bank (payment) card holder, confirms that he/she is entitled to use the services offered by the Company.

8.7. By starting to use the Website and/or the trading terminal, the Client assumes legal responsibility for compliance with the legislation of any state where the Website and/or the trading terminal is used and confirms that he or she is of legal age under the laws of the jurisdiction in which the Website is used. The Client confirms that the payment services provider is not responsible for any illegal or unauthorized violation of prohibitions to use the Website and/or the trading terminal. By agreeing to use the services of the website and/or the trading terminal, the Client confirms that payments are processed by a payment services provider and there is no legitimate right to receive a refund of debited amounts and/or goods or other opportunities to cancel the payment. If the Client intends to debit money from the Client's Account, he/she may use the trading terminal.

8.8. The Client confirms that the 1-Click service will remain in force until the Client cancels it. If the Client intends to cancel the 1-Click services, he or she must notify the Company thereof at least seven (7) days before the anticipated date of cancellation of the 1-Click services by sending a service cancellation message to [help@olymptrade.com](mailto:help@olymptrade.com). At the end of the time shown in this notification clause, the Client may delete bank (payment) cards from the list of saved Client cards on the Client account Balance page at the Company.

8.9. The payment services provider is not responsible for the refusal or inability to process the Client's bank (payment) card data or for refusal caused by failure to obtain permission from the issuing bank to make a payment using the Client's bank (payment) card. The payment services provider is not responsible for the quality or scope of the Company's services that are presented on its website. When replenishing his or her account Balance, the Client must comply with the rules and requirements set forth by the Company. The payment services provider only fulfills the payment and is not responsible for any pricing, total prices and/or total amounts.

8.10. The Client must monitor modifications and updates to the terms and conditions of the 1-Click service that are published on the Company's Website.

8.11. The Client agrees to communicate via email: [help@olymptrade.com](mailto:help@olymptrade.com)

8.12. If he/she does not agree with these terms and conditions, the Client must promptly stop making payments and, if necessary contact the Company direct via email; [help@olymptrade.com](mailto:help@olymptrade.com)