

# Regulations on non-trading operations

## 1. General terms

1.1. These Regulations on Non-Trading Operations have been developed within the framework of measures aimed to fight against financial irregularities, expose and prevent law violations, and set principles for performing non-trading operations on the Client's trading account with the Gann Markets Corporation LLC (hereinafter referred to as the "Company").

1.2. The Client shall guarantee the legal source, lawful possession and right to use the funds being transferred to the Company's accounts.

1.3. The Company reserves the right to investigate the nature of any suspicious non-trading operations set forth below in Clause 2 of these Regulations, whereupon such operations shall be suspended until the reasons for their occurrence are clarified and the investigation is completed.

1.4. The Company shall have the right to request the Client to provide proof of identity, payment documents, as well as any other documents confirming the lawful possession and legal source of the funds.

1.5. If suspicious non-trading operations should be exposed, the Company shall have the right to:

- refuse to perform these operations;

- limit fund withdrawal from the Client's account by any method at the Company's own discretion;

- return any funds, credited earlier, from the Client's trading account according to any banking details from which the deposit was made to this trading account;

- withdraw any commissions or bonuses owed to the Client for non-trading operations from the Client's account;

- terminate relationship with the Client.

1.6. Refusal to perform any suspicious non-trading operations or termination of relationship with the Client shall not constitute grounds for imposition of civil liability upon the Company for a breach of concluded agreements.

1.7. The Company shall have the right to amend, at its sole discretion, the terms and conditions of these Regulations at any time giving notification to the Client not later than one business day before such amendments in one or several ways described in Clause 3.1 of these Regulations. Such amendments shall come into effect on the date specified in the notification.

1.8. These Regulations shall be transparent and shall be an integral part of any agreement concluded between the Company and the Client.

1.9. In the event that certain clauses of these Regulations do not comply with certain clauses of the Client Agreement or the corresponding Regulations, the clauses of these Regulations shall prevail. This circumstance shall not render other terms and conditions of the aforementioned documents invalid.

1.10. The content of these Regulations shall be disclosed without limitation upon the request of any interested party.

1.11. All terms and definitions applied herein are set forth below in Clause 10 of these Regulations.

## 2. Detection criteria and characteristics of suspicious non-trading operations

2.1. A non-trading operation can be declared doubtful in the following cases:

- exposure of abuse of transfers without performing trading operations on the account;

- revelation of unusual nature of operations that do not have any obvious economic substance or obvious legal purpose;

revelation of circumstances implying that the operations are performed for the purpose of money laundering or financing terrorism;

failure of the Client to provide identification information, submission of inaccurate information and/or the impossibility to contact the Client at the addresses and telephone numbers specified;

submission of false or invalid documents;

detection of the use of non-unique payment information for non-trading operations;

inability to reach the Client using the email address and phone number provided by the Client in the Client Area;

in other cases in accordance with the established business practice of the Company's activity area.

2.2. The operations set forth above shall be detected by way of subjective evaluation carried out by the Company's employees through a daily analysis of non-trading operations.

2.3. The criteria for detection and characteristics of suspicious non-trading operations set forth above in Clause shall be neither mandatory nor comprehensive. The Company can declare a non-trading operation suspicious on the basis of analysis of the nature of a non-trading operation, its components, attending circumstances and interaction with the Client or the Client's representative.

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

2.5. If suspicious transactions related to transit of funds are detected on the Client's account in accordance with paragraph 2.1 of this Regulation, the Company has the right to impose a fee on deposits and withdrawals of up to 10% of the amount, but no less than 10 USD, prior to the termination of such operations, or until the Company's expenses for the payment processing and/or the transfer of funds between payment systems are refunded in full.

### 3. Communications

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

internal mail of MetaTrader trading platform;

e-mail;

fax;

telephone;

postal mail;

news on the Company's website;

notifications in Personal area.

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

3.3. Any correspondence sent to the Client (such as documents, notifications, confirmations, news, statements, etc.) shall be deemed to be received:

immediately after its sending to the Client's e-mail;

immediately after its sending via internal mail of trading platform;

immediately after its sending via fax;

upon the ending of the phone call;

if sent by post, 7 calendar days after posting it;

one hour after publication of an announcement on the official website of the Company;

one hour after publication of announcement in Personal Area.

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

3.5. The Client shall understand and accept that the Company reserves the right to terminate relationship with the Client unilaterally, should the Client behave inappropriately when communicating with the Company's employees.

3.6. Every Non-Trading Operation of the Client shall be confirmed by a daily report on operations sent to the Client's e-mail on the next business day after the day operations were performed. If the Client has reason to believe that the report is inconsistent, the Client shall have the right to file a complaint in accordance with Clause 9 of these Regulations.

3.7. Should the Client find a mistake in their own favor in the report, the Client is obligated to inform the Company on the mistake as soon as possible.

3.8. On the first day of each month a report on all operations performed during the preceding month shall be sent to the Client's e-mail.

## 4. Crediting of funds to the client's trading account

4.1. The Client may perform any trading operations only at the expense of funds available on the Client's trading account. Funds can be deposited to the trading account by transferring the funds to the Company's accounts or to accounts of Agents authorized by the Company. The list of authorized Agents shall be located on the Company's website.

4.2. Client confirms and concurs that:

4.2.1. The funds transferred to the account at the Company are legally owned by the Client, and the payment details used for depositing are open to the data specified in the Client area and are fully agree with the Client's identification documents.

4.2.2 Transfer of funds 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 countries within the jurisdiction of which the fund transfer takes place.

4.2.3. In case of revealing the fact of funds transfer from third parties, the Company has the right to suspend the provision of services and apply the measures provided for by the Client Agreement. The Client takes all responsibility for violations of the above requirements and any consequences thereof.

4.3. The Client shall understand and accept that the amount deposited to the Company's account shall be credited by the Company to the Client's trading account, minus all fees, conversion costs and other costs associated with the processing of the transfer method chosen by the Client.

4.4. Funds shall be credited to the Client's trading account in the deposit currency, independent of the currency in which the transfer is made. If the transfer currency differs from the deposit currency, the transfer amount shall be converted into the deposit currency.

4.5. Internal exchange rates and commission sizes, as well as other costs for each of the deposit methods, are published in the Client area and can be changed at the discretion of the Company at any time without notifying the Client.

4.6. The Company shall have the right to impose restrictions on minimum and maximum deposits, differentiated by the method of crediting.

4.7. Unless directly related to compensation payments, funds shall be credited to the Client's trading account in the following cases:

funds, transferred by the Client, are credited to the Company's accounts;

funds are transferred to the Client's trading account from another trading account opened by the Client with the Company;

funds, transferred to the Client before, are returned to the Company's accounts if the Company cannot contact the Client to resolve the problem and resent the funds.

4.8. Funds shall be credited to the Client's trading account within 1 (one) business day, but no later than at the end of the business day after the day the funds were credited to the Company's Account in the payment system. Funds crediting is considered complete only after the funds are received on the bank account of the Company from the payment system account of the Company.

4.9. If the funds sent have not arrived in the Client's trading account within 10 (ten) working days, the Client shall have the right to apply to the Company with a request to investigate the transfer of funds. The Client understands that the investigation may entail commission costs, which will be paid by the Client. The payment method of costs will be decided on an individual basis and can be made both by transferring the required amount to the Company's accounts, and by debiting the amount from the Client's trading account. To make an investigation, the Client should make a request in accordance with Section 9 of these Regulations. The list of documents required to confirm the transfer of funds will be determined by the Company at its discretion on an individual basis.

4.10. The Company reserves the right to refuse funds crediting to the Client's account and to return received funds to the account of depositing, if the Company has reasons to suggest that the Client or interdependent person previously exercised or prepared to exercise chargeback procedure.

4.11. In case if funds crediting cannot be completed for the reasons beyond the Company's reasonable control (the Company is unable to withdraw funds from the Company's account in the payment system), funds transferred by the Client can be deducted from the trading accounts of the Client. The Company thereby sends direction to the payment system to return the Client's funds to original deposit source.

## 5. Methods of fund deposit to the client's trading account

### 5.1. Foreign exchange Bank transfer

5.1.1. The Client may deposit to their trading account by a foreign exchange bank transfer at any time, provided that this method is supported by the Company at the moment of transfer execution.

5.1.2. The Client may deposit funds by a foreign exchange bank transfer to the Company's bank account specified in Personal area from the Client's personal bank account only, or make payment on his/her own behalf without opening a bank account.

5.1.3. Before carrying out a foreign exchange bank transfer, the Client shall order a payment invoice in the Client Area to resolve the issue individually.

5.1.4. The Company shall have the right to decline crediting of funds transferred to the Company's foreign exchange bank account, if the parameters of the invoice have been violated or in the event that funds have been transferred on behalf of a third party. 5.1.5. The Client understands and accepts that when using this method for account funding, the Client can withdraw deposit amount from the trading account only to the bank account registered in the name of the Client.

### 5.2. Electronic payment systems

5.2.1. The Client may deposit to their trading account by way of electronic transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

5.2.2. The Client may make an electronic transfer to the Company's accounts from the Client's personal account only.

5.2.3. The Client shall check the details of the Company's account in the Client Area before carrying out an electronic transfer.

5.2.4. The Company reserves the right to refuse crediting funds in the event of third party transfers.

### 5.3. Bank card transfer via processing center

5.3.1. The Client may deposit to their trading account by way of bank card transfer via Processing Center of the Company at any time, provided that this method is supported by the Company at the moment the transfer is executed.

5.3.2. The types of international payment system cards accepted for a credit/debit card transfer are specified in Personal area.

5.3.3. The Client may carry out a transfer from a credit/debit card registered in the Client's name only.

5.3.4. The Client understands and accepts that when he\she uses this method of depositing, following restrictions can be applied to the Client's account:

- a. funds withdrawal and internal transfer from the account will be available only in 30 calendar days;
- b. funds withdrawal is available only via bank transfer to the account registered in the name of the Client or to the bank card, which was used by depositing the Client's account provided that Company accepts this deposit method at the moment of request processing.

5.3.5. The Company shall have the right to decline crediting of funds transferred to the Company's accounts in the Processing Centre if the funds have been transferred on behalf of a third party.

5.3.6. After funds transferred by the Client using bank card have been credited to the Client's account, the Company's obligation on crediting payment service is considered fully implemented and cannot be disputed.

5.3.7. The Company reserves the right to request photos of the Client's bank card and a bank statement confirming that the Bank card belongs to the Client.

### 5.4. Other deposit methods

5.4.1. The Client can fund the trading account using other deposit methods at any moment provided that such deposit option is supported by the Company at the moment of account funding.

5.4.2. The Company reserves the right to refuse crediting funds, if it has a reason to believe that the transfer was made by third party.

## 6. Withdrawal of funds from the client's account

6.1. The Client shall have the right to withdraw funds, wholly or partly, from the Client's trading account at any time by sending the Company the Withdrawal Request or the Request to transfer funds to another trading account, containing the Client's order to withdraw funds from the trading account or an order to transfer funds to the Client's another trading account opened with the Company, subject to the following:

The request shall be executed by the Company solely within the limits of the free margin (excluding credit funds, but not more than the total account balance) on the Client's trading account at the moment of request execution. 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, the Company shall have the right to decline this request explaining the reason for declination;

The Client's orders to withdraw funds from a trading account shall meet the requirements and comply with restrictions established by the laws in force and other legal acts of countries within the jurisdiction of which the fund transfer takes place.



When withdrawal request is processed, Client shall not have opened trades on the contracts requiring trading sessions to be opened. Otherwise, Company has the right to decline Client's withdrawal request fully or partly until trading sessions are open.

6.2. Execution of the Withdrawal Request by transfer of funds to the Client's Account may be carried out by an Agent authorized by the Company. The list of authorized Agents shall be published in Personal area.

6.3. The Client shall fill out the Withdrawal Request or the Request to transfer funds to another trading account in the account currency. If the account currency differs from the transfer currency, the transfer amount shall be converted into the transfer currency at the Company's internal exchange rate.

6.4. Currencies, available for the Company to transfer to the Client's details, depend on the account currency and the currency of Withdrawal Method.

6.5. Internal exchange rates and commissions, as well as other charges for each fund withdrawal method, shall be published in Personal area and are subject to change at the Company's discretion at any time without notifying the Client.

6.6 If the market exchange rate (funding currency to account currency) from the moment of depositing by the Client has changed by more than 10% at the time of withdrawing funds from the account, the Client agrees that the Company has the right, but is not obligated, to convert the withdrawal amount from the Client's account at the exchange rate for withdrawal that was up-to-date at the moment of depositing +10%.

6.7. The Company shall have the right to impose restrictions on minimum and maximum withdrawal, differentiated by the withdrawal method. These restrictions shall be published in Personal area.

6.8. The Client shall understand and accept that any commissions or other charges incurred due to the transfer method chosen by the Client shall be at the Client's expense.

6.9. If the Client's account stays inactive for more than 100 (one hundred) calendar days, the Company reserves the right to withhold the commission in the amount of 10 USD / 9 EUR / 700 RUB per month for account maintenance.

6.10. Funds shall be withdrawn from the Client's trading account in the event the Company receives the Withdrawal Request or the Request to transfer funds to another trading account.

6.11. A request shall be considered accepted by the Company if it is filled out in Personal area and displayed in the Company's records of client requests.

6.12. A request filled out in any other way than specified in Clause 6.10. shall not be executed by the Company.

6.13. The Company can cancel the order to debit funds at the Client's request in a telephone conversation with the Company's manager.

6.14. Funds shall be withdrawn from the Client's trading account immediately on creation the Withdrawal Request. The Withdrawal Request shall be processed by an operator within 3 (three) business days following after the day the Request is submitted.

6.15. If the funds sent have not arrived in the Client's bank / e-commerce payment system account within 10 (ten) working days, the Client shall have the right to apply to the Company with a request to investigate the transfer of funds. The Client understands that the investigation may entail commission costs, which will be paid by the Client. The payment method of costs will be decided on an individual basis and can be made both by transferring the required amount to the Company's accounts, and by debiting the amount from the Client's trading account. To make an investigation, the Client should make a request in accordance with Section 9 of these Regulations. The list of documents required to confirm the transfer of funds will be determined by the Company at its discretion on an individual basis.

6.16. The Client shall understand and accept that the bank inquiry and request for documents may involve paying commission, which shall be at the Client's expense. The payment method for such expenses shall be determined on

an individual basis and may be carried out by transferring the necessary sum to the Company's accounts or by withdrawal of the sum from the Client's trading account.

6.17. Should a Company's employee make a mistake when carrying out a transfer which results in failure to credit funds to the Client's Account, the corresponding commission costs shall be at the Company's expense.

6.18. Should the Client make a mistake in banking details when filling out the Withdrawal Request which results in failure to credit funds to the Client's Account, the corresponding commission costs shall be at the Client's expense.

6.19. Company at its sole discretion has the right to set bank transfer as the method of withdrawal funds for Client regardless of the funding method.

## 7. Methods of fund withdrawal from the Client's trading account

### 7.1. Foreign exchange bank transfer

7.1.1. The Client may send a Withdrawal Request for a foreign exchange bank transfer at any time, provided that this method is supported by the Company at the moment the transfer is executed.

7.1.2. The Client may fill out the Withdrawal Request to transfer funds to a bank account registered in the Client's name only. A request filled out to transfer funds to a bank account of any third party shall be declined by the Company.

7.1.3. The Company shall transfer funds to the Client's bank account in accordance with the banking details specified in the Withdrawal Request, provided that the conditions set forth above in Clause 7.1.2 of these Regulations are observed.

7.1.4. When transferring funds, the Company shall indicate the payment details as provided in Personal area. In case of changing of the payment details, the Company shall immediately inform the Client thereon by publishing these payment details in Personal area.

### 7.2. Electronic payment systems

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

7.2.2. The Client may fill out the Withdrawal Request to transfer funds to the Client's personal electronic account, the Company reserves the right to decline the request, if electronic payment system account belongs to third party.

7.2.3. The Company shall transfer funds to the Client's electronic account in accordance with the banking details provided in the Withdrawal Request.

### 7.3. Transfer to bank card via processing center

7.3.1. The Client may send a Withdrawal Request by bank transfer at any time, provided that this method is supported by the Company at the moment of the transfer.

7.3.2. The Client may send Withdrawal Request to transfer funds to the Client's bank account, the Company reserves the right to decline the request, if the bank account belongs to third party.

7.3.3. The Company reserves the right to request photos of the Client's bank card and a bank statement confirming that the Bank card belongs to the Client.

7.3.4. The Company undertakes to send funds to a bank card via processing center in accordance with banking details specified in Withdrawal Request.

### 7.4. Transfer of funds to another trading account

7.4.1. The Client may send the Request to transfer funds to the Client's another trading account at any time. The transfer can be executed only between the Client's trading accounts opened with the Company.

## 8. Personal area

8.1. The Client agrees with all the clauses of these Regulations concerning the use of Personal area.

8.2. When registering a trading account, the Client shall provide true and accurate information for personal identification in accordance with the requirements of the application form for opening a trading account on the Company's website.

8.2.1. In order to identify the Client and security of Personal details, the Client is provided with one Personal Area only.

8.2.2. The Client can not register more than 9 (nine) trading accounts of any type and in any currency, introduced by the Company. Additional trading account may be provided upon written request from the Client.

8.2.3. Company reserves the right to deny Client opening of a new trading account at its sole discretion.

8.3. The Company shall not open a trading account in the name of:

a stateless person;

a non-adult individual person;

legal person.

8.4. The Client shall duly inform the Company on any changes in the Identification Information.

8.5. To identify the Client, at any time from the moment of the trading account registration, the Company shall have the right to request the Client to provide the following documents:

the Client's identity document;

any other documents identifying the Client.

The Company reserves the right to suspend the execution of non-trading operations on the Client's Account, should the Client's Identification Information prove to be incorrect or false, as well as in case of the Client's failure to provide the documents required.

8.6. Personal area shall be password-protected.

8.6.1. The Client confirms and agrees that Personal area shall be password-protected. Subject to the type of a trading account the password shall be chosen by the Client during the trading account registration or assigned automatically by the password generator.

8.6.2. The Client shall bear full responsibility for the password security and protection from unauthorized access by any third party.

8.6.3. Any requests executed through Personal area after entering the password are considered to be executed by the Client.

8.6.4. Any party who has gained an access to Personal area by entering the password shall be identified as the Client.

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

8.7. The Client shall have the right to change the password to Personal area individually or follow the password recovery procedure. To recover the password to Personal area, Client shall contact Company with one of the means of communication specified on Company's website among contact details.

8.8. It is prohibited to use non-trading operations for profit gaining; in case of this paragraph violation the Company has the right to cancel completed non-trading operations.

## 9. Inquiry procedure and dispute resolution



9.1. Should any dispute arise, the Client shall have the right to file a complaint with the Company or send a request for an inquiry with regard to the transfer. Complaints and requests shall be received by the Company within 5 (five) business days from the moment of the dispute arising.

9.2. The complaint shall not include:

- emotional description/appraisal of the dispute;
- offensive language;
- obscenities or expletives.

9.3. To make an inquiry with regard to transfer, the Company shall have the right to request the Client to provide any additional documents.

9.4. The Company shall have the right to reject a complaint, should Clause 9 of these Regulations prove to be breached.

9.5. In case of chargeback request, the Company reserves the right to investigate current and completed operations of the Client, and thereby contact banks, brokers and other institutions the Company finds necessary to contact.

9.6. In order to protect funds of the Client and to ensure the Client's access to his/her funds, the Company reserves the right at its own discretion and without prior notice to return funds of the Client to the original source of account funding by one or more payment systems with the simultaneous deduction of the respective amount of funds from the Client's trading account.

## 10. Terms and definitions

All terms and definitions applied herein shall be understood such as follows:

**Bank card** - a plastic identification facility enabling its holder to perform operations of payment for goods and services, as well as to receive cash funds;

**Crediting of funds** - crediting of funds, transferred by the Client and arrived in the Company's accounts, to the Client's trading account;

**Currency of account** means funds or underlying asset in which the sum amount of all trading and non-trading operations are nominated and calculated including floating profit and loss, commission payments, marginal requirements. Currency of account can be USA Dollars (USD) and other currencies specified in the website of the company. Currency of account is selected when trading account is opened and can not be changed in the future.

**Electronic payment system** - a payment system that operates electronic money.

**Holder of credit/debit card** - a person whose personal information is entered in the credit/debit card (such as name, last name, authorized signature) and who is authorized to dispose of the card account;

**Identification Information** - passport personal data that should be specified in the application form for opening a trading account;

**Internal exchange rates of the Company** — quotes (prices), at which the Company converts funds or assets of Clients during the execution of non-trading operations. Internal exchange rates are set at the discretion of the Company and may be changed at any time without notifying the Clients, depending on the market situation, market volatility and other external and internal factors. Up-to-date rates are published in the Client area and include:

**Internal exchange rate on depositing (crediting)** is used for conversion funds or assets sent from the Client's payment details, when crediting funds to the Client's account in the Company.

**Internal exchange rate on withdrawal** is used for conversion funds or assets sent from the Client's account in the Company to the Client's payment details.

**Internal exchange rate on transfers** is used for conversion funds or assets when transferring funds between accounts in the Company denominated in different currencies.

**Non-trading operation** - an operation of depositing funds to a trading account, withdrawal of funds from a trading account or Credit granting (repayment);

**Notification on crediting funds to a trading account** - a notification given through the Client's Personal area from the Company's website and purposed to credit funds to the Client's trading account;

**Personal area** - the Client's personal page on the Company's website that serves for the Client's identification, recording of requests with regard to non-trading operations, as well as publishing of reference information;

**Processing Center** - a legal entity or its organization department providing informational and technological interaction between settlement participants;

**Request to transfer funds to another trading account** - a request given through the Client's Personal area from the Company's website and purposed to withdraw funds from the Client's trading account in favor of another trading account registered with the Company;

**Screenshot** - a digital image taken from a computer, electronic device (personal computer, mobile phone, etc.) using an operating system or a special program and that shows exactly what the Customer or an Authorized person sees on the monitor screen;

**The Client** - an individual who has concluded agreements with the Company for trading operations on margin trading terms;

**The Client's Account** - the Client's bank account and/or Client's electronic account;

**The Company** - Riston Capital Limited, which provides services in accordance with the Client Agreement and its annexes;

**The Company's Account** - the Company's bank account and/or the Company's electronic account, as well as the Company's account in the Processing Center;

**Unique payment information** - is such payment details that belong to and are used by only one Client;

**Withdrawal of funds** - withdrawal of funds from the Client's trading account and transfer of these funds according to the Client's banking details specified by the Client in the Withdrawal Request;

**Withdrawal Request** - a request given through the Client's Personal area from the Company's website and purposed to withdraw funds from a trading account and credit these funds to the Client's Account or an account of the Client's Authorized Person.