



THE REGULATION OF PROCESSION AND EFFECTUATION OF NON-TRADING TRANSACTIONS

GrandCapital Ltd.

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THE REGULATION OF EFFECTUATION OF NONTRADING TRANSACTIONS

determining the order of execution of non-trading transactions between the company GrandCapital Ltd. and the Client.

1. GENERAL TERMS

- 1.1. The actual Regulation is made subject to measures aimed at countering illegal financial transactions, and determines the order of processing and fulfillment of the Client's requests to conduct noncommercial transactions by the Company.
- 1.2. In the event of a discrepancy of certain conditions of the actual Regulation with certain conditions of the Client's Agreement and other documents the Company, conditions of the present Regulation prevail. This circumstance does not entail the invalidity of the remaining conditions of the documents stated.
- 1.3. The actual Regulation is an integral part of any agreement between the Company and the Client.
- 1.4. The company performs accounting and mapping of non-trading transactions in the trading terminal and the Personal Office.
- 1.5. The company controls non-trading transactions.
- 1.6. The Company has the right to consider a non- trading operation of the Client as suspicious or questionable, based on the internal criteria of the Company. The Company is entitled to act at its own discretion with respect to the suspicious transaction of the Client.
- 1.7. As part of measures aimed at countering illegal financial transactions, the Company has the right to:
 - 1.7.1. investigate dubious transactions;
 - 1.7.2. request documents necessary to investigate dubious transactions from the Client;
 - 1.7.3. suspend the execution of the Client's requests on non-trading transactions until the Company makes a decision regarding a dubious non-trading transaction.
- 1.8. The Client agrees that the Company when investigating and deciding regarding questionable non-commercial operations is guided by the subjective assessment of the situation.
- 1.9. If there is a reason, the Company may refuse to execute a non-trading transaction at the request of the Client and terminate the previous agreements with the Client. The Client agrees that failure to perform dubious non- trading operations, as well as the rupture of relations with the Client are not a reason for imposing civil liability to the Company, including for the violation of the concluded agreements.
- 1.10. The Company has the right to change the actual Regulation without prior notice to the Client. Changes take effect after publication of a new edition of the Regulation. Non-trading transactions unfinished at the time of entry into force of the new edition of the Regulation are regulated according to the current edition of the Regulation.

2. CREDITING THE CLIENT'S ACCOUNT

- 2.1. The Client has the right to transfer the funds to be credited to the trading accounts to the Company via any means provided by the Company.
- 2.2. The Client has the right to transfer funds, except bonus funds, from one of his/her trading account to another, provided that both accounts are in one Client's personal account (hereinafter – "Internal transfers").
 - 2.2.1. Internal transfers will be performed automatically within 1 (one) business day after the request is submitted through the personal account.
 - 2.2.2. No bonuses will be credited for internal transfers funds.
 - 2.2.3. Internal transfer funds between accounts in different currencies will be converted at the Company's internal exchange rate at the time of internal transfer.
 - 2.2.4. The minimum amount of internal transfer for all accounts except ECN Prime and Crypto is 5 USD. The minimum amount of internal transfer for ECN Prime and Crypto accounts is 100 USD.
 - 2.2.5. In case the internal transfer can decrease the level (margin) to 200% and lower on the Client's account from which the transfer is made, the Company has the right to cancel (deny) the request for internal transfer provided that the Client has open positions on the account.
 - 2.2.6. Internal transactions at accounts of «Micro» type with the amount of Funds over \$1000 are forbidden.
 - 2.2.7. Internal transfers shall not be made from/to unverified IB accounts.
- 2.3. The Client has the right to pay for any services of the Company by debiting funds in favor of the Company from his/her trading accounts.
- 2.4. If the payment system via which the Client has effectuated a money transfer to the Company, is not automated, the Client must:
 - 2.4.1. indicate the number of the trading account supposed for crediting in the payment specifications;
 - 2.4.2. notify the Company of the payment using the private office.
- 2.5. If the payment system, via which the Client has performed a money transfer to the Company, is not automated, and the Client's trading account number is missing in the appointment of the non-automated transfer, the Company may refund the money only via the same payment system and to the same requisites to which the payment was produced.
- 2.6. If the payment system, via which the Client has performed a money transfer to the Company, is not automated, and the Client's trading account number is missing in the appointment of the non-automated transfer, the Company transfers the funds to the indicated trading account regardless of who owns the payment details. Such payment is considered as received by the Client, and withdrawal of funds from this trading account can only be done to private (personal) Client's bank payment details. In addition, the Client agrees to hold harmless against claims by third parties.
- 2.7. When making a deposit using a bank card, the Client must upload identification documents and a scan or a photo of the bank card (both sides) in high quality. On the scan/photo of the front side the following information must be clearly visible: the first 6 and the last 4 digits of the bank card number, card holder's full name, name of the bank that issued the card and the date of expiration. On the back side of the card the following information must be visible: signature of the card holder (CVC2/CVV2 number must be covered and not visible). When using non-personalized or virtual bank cards, the following information must be provided: a scan of the official confirmation letter sent by the issuing bank that states the name of the card holder, the bank card number, name(s) and the last name of the Client and a stamp of the issuing bank. The company has the right to request an additional personal identification document: a document which can verify your address (not more than 6 months old). For

example, utility bill, rental agreement, bank statement, etc. or a second document confirming your ID (driving license, etc.)

2.8. The transfer of funds performed by the Client to accounts of the Company and/or its authorized agents shall comply with and take into account the restrictions imposed by applicable laws and other regulations of the countries the jurisdiction of which this transfer is under.

2.9. The Client understands and agrees that all fees and other associated with the implementation and the passage of the chosen means of transfer are paid by the Client.

2.10. All funds in whatever currency they were listed to the Company on its billing requisites or the requisites of its authorized agents will be converted into the currency of the account at the rate determined by the closing price of the day preceding the day of transfer, according to the corresponding currency pair.

2.11. The Company may impose restrictions on minimum and maximum amounts of money being credited, differentiated depending on the method of transfer. For more information and conditions about change limits, please contact directly to the payment system.

2.12. Funds are credited to the trading account of the Client within 3 (three) transaction days from the date of receipt of funds on the paying requisites of the Company or its authorized agents.

2.13. The Company grants a bonus to the Client at the amount of third parties commission for funds transfer to the Client's trading account. Such a bonus amount can be transferred to the Client's own funds, provided that trading transactions were made on the Client's trading account for the following minimum amount (for a 3 USD bonus transfer):

- 1 standard lot for Forex instruments;
- 10 ' 000 USD for instruments of CFD Stock USA, Russian STOCK;
- 1 ' 000 USD for CRYPTO group instruments;
- 1 standard lot for other CFDs.

2.14. The Company does not hold or pass the client's payment data to anyone.

3. DEBITING FROM THE CLIENT'S ACCOUNT

3.1. The Client has the right to issue an order to withdraw all or part of the funds on his/her trading account at any time. For this the Client directs to the Company a request on withdrawing funds from the trading account that contains the Client's instructions to withdraw funds from the trading account or instructions to transfer the funds to another trading account, with the following conditions:

3.1.1. execution of the request is performed by the Company only within the limits of the free margin of the Client's trading account at the time the order is executed. If the amount reclaimed by the Client (including commissions and other costs under the actual Regulation, for the implementation of the transfer) exceeds the amount of free margin on the Client's trading account, the Company may reject the order, explaining the reason for disapproval;

3.1.2. The Company has the right to refuse the request for funds withdrawal if the Client has open positions on the accounts. The Company can transfer the funds from the Client's accounts if such transfer will not decrease the level (margin) to 200% and lower on the Client's accounts (calculated for leverage not higher than 1:100). The decision on withdrawal under such conditions is at the discretion of the Company;

3.1.3. the Company transfers funds from the Client's accounts only to personalized paying requisites belonging solely to the Client;

3.1.4. the Company has the right to refuse withdrawal by the system that was used for deposit of funds and to offer a bank transfer instead when withdrawing revenue from an account;

- 3.1.5. personalized Client's paying requisites must necessarily be confirmed by the Company on the basis of copies of documents provided by the Client;
- 3.1.6. when Client provides incorrect details, a bank issues a statement for the purposes of correction thereof, which is presumed as a paid service, and the commission for this service is taken from client's funds.
- 3.1.7. If the Client has not provided sufficient evidence that the payment details belong to him/her, the Company has the right to not execute a request on withdrawal of funds until the payment details will be reliably verified;
- 3.1.8. the withdrawal of funds requested by the Client from the trading accounts must comply with and take into account the restrictions imposed by applicable laws and other regulations of the countries the jurisdiction of which this transfer is under.
- 3.1.9. If the Client used a bank card to deposit funds, the Company will only withdraw funds to the same bank card funds were deposited from.
- 3.1.10. Withdrawal of funds is carried out only by the same method through which the account was replenished. If the replenishment of the account was carried out in several ways, the withdrawal of the initial deposit volume is carried out in proportion to the amount of replenishment.
- 3.2. If the currency of the request on withdrawing funds does not coincide with the deposit currency or the currency of payment information, the amount will be converted into the currency of the request at the rate determined by the closing price of the day preceding the day of transfer, according to the corresponding currency pair.
- 3.3. The amounts of commission and other charges for each of the means of debiting are published in the private office and are subject to alterations by the Company.
- 3.4. The Company reserves the right to impose restrictions on minimum and maximum amounts of debiting, differentiated according to the method of withdrawal. These restrictions are published in the private office.
- 3.5. Withdrawal requests for all account types, except Real IB account, will be executed within a 3 working days from the moment, the company receives a properly composed withdrawal request. Withdrawal requests for Real IB accounts will be executed within 5 working days when the properly composed withdrawal request is received. The Company is not responsible for any delay of payments occurring other than through its fault.
- 3.6. In case of funds being deposited by one payment system and withdrawn by another, and/or in a different currency, if a Client's account doesn't have any trading operations, the fee for withdrawal will amount to 30%, but not less than 50 USD.
- 3.7. When withdrawing profits, if the account was replenished using several systems, the Company reserves the right to determine which of the used systems will be used for the withdrawal of the profit, as well as the right to require the client to submit an application for withdrawal by this specified system.

4. PROCEDURES FOR CONDUCTING INVESTIGATIONS ON ACCOUNTS AND SETTLEMENT OF DISPUTABLE SITUATIONS

- 4.1. In case of the occurrence of a disputable situation the Client has the right to file a complaint to the Company, or send a request for an investigation of the transfer. Complaints and requests are accepted within 5 (five) working days from the date of occurrence of a disputable situation.
- 4.2. The claim must contain:
 - 4.2.1. Information on the Client and his/her payment details;
 - 4.2.2. Full description of the nature of the claim with all the details;

4.2.3. Description of the actions which according to the Client the Company must perform.

4.3. The claim must not contain:

4.3.1. Emotional assessment of the conflict situation;

4.3.2. Language offensive to the Company;

4.3.3. Profanity

4.4. The claim is sent by the Client to the Company via the private office, and in case of inaccessibility of the private office via other specified in the Client Agreement means of communication.

4.5. In the case costs for the investigation on the transfer arise, the Company has the right to debit them from the trading account of the Client.

4.6. To investigate the transfer and review the claim the Company may request additional documents from the Client.