

# Anti-money Laundering (AML)

Version: October 2014

## 1. General Provisions

**1.1.** Anti-money Laundering Notification (hereafter the Notification ) is an integral part of the Public documents package on grounds of which NewForex Group represented by FinPark Ltd., its own official Departments, tributary offices and affiliated partners (hereinafter – NewForex Group) provides any kind of service to the Customer (including financial, informational services, etc.).

**1.2.** As soon as the Customer makes a decision to use NewForex Group services, the Customer accepts all the terms and conditions of the publicly declared documents. The same concerns the time during which the Customer somehow interacts with NewForex Group including trading and/or investment activities, the usage of content of any kind, payment or money orders (transfers), etc.

**1.3.** If the Customer does not accept any of the terms of the public documents package of NewForex Group, he/she should stop any interaction with NewForex Group. If the Customer considers the conditions described in the present Notification as unacceptable, he/she should immediately withdraw from any interaction with the company including conducting financial transactions brokered by NewForex Group. It includes non-trade operations connected with payments and money orders (transfers) as well.

**1.4.** For the purpose of the present Notification the following definitions and terms are used:

- Funds are read in the present Notification as widely as possible. More specifically they include cash and cashless funds, as well as e-money (title signs) which can be converted into money, various funds replacing money and stocks (shares, bonds, bills, etc. which have at any moment a market money's worth).
- Money Laundering – is the action of conversion money or other money-and-credit instruments derived from criminal activity into money or investments that seem lawful so that its illegal source cannot be tracked. Domestic and international legislations, applied to the companies whose clients can deposit on and withdraw monetary funds from their accounts, make it illegal for NewForex Group, its employees and agents to effect deliberately or participate in money-and-credit transactions with the criminalized monetary funds. More specifically in Russia this field is regulated by Federal Law 115-FZ «The Anti-Money Laundering and Countering Financing of Terrorism Legislation»
- Money obtained from criminal sources is funds the source of which is connected with committing a crime. In the present Notification a broader notion is used: «income obtained from criminal sources» which is read as funds, financial instruments (for instance, stocks: shares, bonds, bills, etc.) as well as e-currency, title signs and other kinds of payment instruments the source of which is connected with committing a crime.
- Operation with funds are operations of conversion of one kind of currency into another or transformation into another form (cash or cashless forms of payment), transfers (from one account to another) and other operations connected with funds and conducted through the intermediary of NewForex Group or its Affiliated partners, Representatives or Agents.
- Internal control is a set of measures, procedures and operations applied by NewForex Group in order to prevent possible operations with funds under the facilitation of the Company aimed at money-laundering obtained by criminal means.

## 2. Performed procedures

**2.1.** According to the current legislation, NewForex Group does not spread among its Customers or other people information concerning the anti-money laundering measures taken by the company. However, the present Notification makes the Customers and other people who intend to become NewForex Customers aware of anti-money laundering policy conducted by NewForex Group.

**2.2.** The aim of the anti-money laundering procedures conducted by NewForex Group is to guarantee that the clients, participating in any operations maintained by NewForex Group (or through the intermediary of NewForex Group) are identified under certain standards. The Company presents itself as a company assisting international organizations at struggle with the risk of money laundering and financing terrorist activities all over the world. To that end NewForex Group implemented an integrated multilevel electronic system of information verification provided by the Customer. This system documents and checks identification details of the Customer, keeps and controls drill through reports of all the transactions.

**2.3.** The company monitors closely suspicious and revenue-intensive transactions, actions and transactions and informs about such actions the appropriate bodies without undue delay. In order to support the integrity of monitoring systems and guarantee business safety, the international legislative framework provides legal defense to the supplier of this information.

**2.4.** In order to minimize the risk of money laundering and financing terrorist activities, NewForex Group under no circumstances accepts cash. According to the current legislation NewForex Group is due to reject transaction processing at any stage in case there is an assumption that a transaction is somehow connected with money laundering or criminal activities. According to the current legislation NewForex Group is due to cease a suspicious transaction as well until an ultimate ascertainment of facts that it is connected with money laundering or criminal activities or until there is a disproof of this connection. In accordance with the international legislation, NewForex Group is not entitled to inform a Customer that the appropriate authorities were notified about his/her suspicious activity.

### 3. The order of legality

**3.1.** In its work New Forex Group follows the legality mode covering financial institutions. It involves the following measure: an appointment of a responsible executive, development of anti-money laundering policy and procedures, periodic control of their efficiency and ongoing training of the staff.

**3.2.** New Forex Group regularly updated its electronic system for monitoring of suspicious actions and transactions as well as the verification of the Customers' identification data in accordance with new instructions as far as they appear and trains the staff according to the requirements of the instructions.

### 4. Additional clauses

#### 4.1. Identification

- In order to execute the anti-money laundering laws New Forex, Group insists on presenting two documents verifying identity of the Customer.
- The first document that can be demanded by New Forex Group in order to identify a Customer is an identification document of a country the citizen of which a Customer is (a passport, a driving license, a local identity card (except an in-company access card).
- The second document that New Forex Group demands in order to identify a Customer is a bill, aged less than six months, containing the full Customer's name and actual address. It can be a bill for services, a bank statement, a notarial certification or any other bill with a Customer's name and address from an internationally recognizable organization.
- In some cases which are under the Law, New Forex Group can conduct simplified procedures of a Customer's Identification such as the check of the Customer's telephone number, e-mail address, financial details of the Customer without asking for signed documents on paper. This simplified procedure of identification carries certain restrictions in the amount of financial transactions and covers operations with electronic currencies only.
- New Forex Group requires that a filled in and physically signed application form for opening an account is provided to New Forex Group on a hard copy. The Customers are obliged to provide actual identification information and inform immediately about any changes.
- The documents written on languages which do not belong to the West-German Group should be translated into English by a sworn translator; the translation should be typed and signed by a translator and sent enclosed with a copy of an original document that bears a clear Customer's photo on it.

#### 4.2. Replenishment and funds withdrawal

- New Forex Group demands that during the operation of replenishment the funds sender's name should fully correspond to the name, specified during the account registration (in case when a payment system provides a funds sender's name). Acceptance of payment from the third party is prohibited. When a Customer attempts to conduct an operation without sufficient information support or in case there is some mismatch of information about account holders, New Forex Group has the right to use special procedures of the Customer's identification both as an trading account holder in one of the Affiliated partners of NewForex Group and a holder of a sender account or a receiver account.
- Relative to funds withdrawal NewForex Group follows the rule: the money can be withdrawn from the Customer's Account in NewForex only to the same account and by the same means as the replenishment was performed. During the funds withdrawal the receiver's name should strictly correspond to the Customer's name in the database of NewForex Group. In case the replenishment was performed by means of a bank transfer, the funds can be withdrawn solely by the bank transfer to the same bank and account from which the replenishment was made. If the replenishment was performed via electronic payment system, the funds can be withdrawn by means of an electronic payment to the same system and the account (e-purse) from which the replenishment was performed. In case the replenishment of an account was performed in different ways (via various payment systems), withdrawal should be done into the same systems and on the same accounts in the proportion (according to positive or negative shifts in balance) in which replenishment was performed.
- If the Customer has any questions regarding the terms of the present Notification, he/she can contact NewForex via e-mail: [office@newforex.com](mailto:office@newforex.com). Other contact information is available on our corporate website — [www.newforex.com](http://www.newforex.com).

## 5. Amendments and additions

**5.1.** NewForex Group has the right to make changes and additions in the present Notification. If there is a legal (legislative) norm that requires to make appropriate changes or additions, NewForex Group not only makes changes and additions, but also fulfills requirements of this legal (legislative) norm.

**5.2.** Algorithm of making amendments and additions:

- If there are changes and /or additions, NewForex Group informs the Customers about it by ad placements on the official site and by inter-office mail.
- The placement of corresponding declaration on NewForex Group site and mailout via inter-office mail is identic to the notification of the Customer about the changes and/or additions, irrespective of whether the Customer has read and acknowledged the corresponding text or ignored it.
- The changed and/or supplemented document becomes valid upon the expiry of 5 full astronomical days (120 hours) from the moment when the announcement has been published on the site of the company but before this period it has fact-finding (non-regulatory) character.
- All the changes and/or supplemented additions of the document cover immediately all the accounts that were registered after the moment of publication of the corresponding news on NewForex Group site (irrespective of whether the owner has other accounts registered before). It means that this document is compulsory and is in full force and effect to the accounts which were registered after the publication of the changed document.
- If the legislation introduces a norm that requires appropriate changes and/or additions in the present Notification, the legislative norm will be fulfilled immediately as soon as the normative act comes into legal force irrespective of the fact whether the required change and/or addition is made. The conditions of the present Notification that contradict the norm that has been introduced lose their force until the introduction of changes and/or additions in the declared document.

## 6. Agreement with the conditions of the present Notification by the Customer

**6.1.** Any person, who uses information or any services or servers of NewForex Group to receive data (including services or infoware set by this particular document), software and/or hardware means including authorized access to software allowing to conduct professional activity according to the preferences of the Customer, has read and understood, fully accepts to the fullest extent the conditions of the present Notification and in case of the further registration (passing a full, two-step registration on the site newforex.com) with all the conditions and points of other documents included in the public documents package of NewForex Group.

**6.2.** Any person, who uses information and informational services of NewForex Group, agrees with all the conditions (points and sections) of the present Notification. If the Customer does not agree, he/she assumes the obligation to cease using information and informational services of NewForex Group.