

Regulations of Financial Operations

Version: December 2014

1. General Provisions

1.1. The Present Regulations of financial operations (hereafter the Regulations) are an integral part of the Public Documents Package according to 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 an authorised access to software, an opportunity to pay through electronic payment systems (EPS), implementation of operations connected with an account or a trading account of the Client; informational services, etc.). Choosing NewForex Group services, the Customer accepts all the terms and conditions of all public documents included in Public documents package of NewForex Group. The present Regulations determines the order of nontrading (financial) operations and sets forth the rights of NewForex Group and the Customer conducting the specified operations. NewForex Group belongs to companies which conducts an anti-money laundering policy.

1.2. The Department of Financial Operations and the Security Service of NewForex Group controls the observance of conditions of the present Regulations by the Customer.

1.3. NewForex Group retains the right to check all the Customer's operations in order to reveal shady financial (nontrading) operations.

1.4. The period of transfer order processing by the personnel of the Department of Financial Operations might take up to three working days.

1.5. Funds transfer is performed by those ways which are provided by NewForex Group at the moment of transfer.

1.6. Funds transfer via ways which are not used by NewForex Group are not accepted and sent back to the sender account. All the arising expenses are paid by the Customer in this case.

1.7. Trading account replenishment and funds withdrawal from the trading account is conducted only through the account of NewForex Group.

1.8. The Customer may use only personal accounts of payment systems used for the replenishment and funds withdrawal from the trading account. In case of funds transfer from the account (to the account) of the third party, the funds are sent back to the sender account. All the arising expenses are paid by the Customer in this case.

1.9. The Customer has the right to use more than one payment system for the replenishment of the trading account or more than one account in every payment system but the Customer must be the holder of these accounts. Moreover, funds transfer between the accounts opened in NewForex Group is possible only if the accounts participating in the operation belong to the Customer.

1.10. Funds withdrawal is performed only to the same payment system and to the same account from which the replenishment was performed.

1.11. The Customer agrees that NewForex Group does not take responsibility for the processing of transfer orders in cases not depending from NewForex Group.

1.12. The Customer understands and completely agrees that operations of funds transfer via electronic payment systems bear risk and NewForex Group is not responsible for not replenishment of funds to the Customer's account in NewForex Group if the reason for it was the action or omission of the Customer itself, electronic payment systems but not NewForex Group.

1.13. The Customer has the opportunity to transfer funds between his/her trading accounts. Thereby, funds withdrawal from the trading account is performed backwards.

1.14. NewForex Group has the right to make amendments in the present Regulations on a unilateral basis informing the Customer about the planned changes 5 (five) working days before it using one or several ways described in the Client Agreement. The amendments become valid from the date indicated in the notification.

1.15. In case of mismatch of some terms of the present Regulations with the terms of the Client Agreement and the Regulations of transactions, the terms of the present Regulations operate. The mentioned circumstance does not lead to the invalidity of other terms in enumerated documents.

Terms and definitions

2.1. The following terms and definitions are accepted for the purposes of the present Regulations:

Profile — information about the Customer which is in the database of NewForex Group. The profile includes the surname, name, address, telephone number, accounts, passwords and other requisites of the Customer.

Electronic payment systems (EPS) – the whole of procedures and connected with them computer networks used for funds transfer among financial organisations.

Financial (nontrading) operation – the operation of trading account replenishment , funds withdrawal from the trading account, funds transfer between the accounts, charges of extra fees on the Customer’s trading account.

Personal account – the personal space of every Customer protected with the password and HTTPS protocol for the management of the personal Profile where the Customer can: open new trading accounts; supervise the state of trading accounts; deposit trading accounts; withdraw funds from the trading account; perform other nontrading operations as well as give personal contact details, address and other personal information; obtain technical support; send documents, etc.

Company account – internal invoice of NewForex Group to (from) which the transfer of the Customer’s funds for the future replenishment on the Customer’s trading account is conducted.

Trading account – the Customer’s account in NewForex Group to conduct margin trading (speculative) transactions with contracts for difference (CDF).

Shady transaction – a transaction which according to NewForex Group personnel is performed with the violation of NewForex Group regulatory documents.

3. The features of shady nontrading transactions

3.1. The financial (nontrading) operation can be considered as shady by the personnel of the Department of Financial Operations in the following cases:

- Abusive activity of operations to deposit or withdraw funds from the trading account without making any transactions on the account or the volume of trading operations is considerably lower than the volume of nontrading operations performed by the Customer;
- Abusive activity of operations to transfer funds between the accounts;
- Making a transfer order to withdraw funds from the trading account via the system which was not used for the replenishment of this trading account;
- If there are nontrading operations which do not have an obvious economic sense;
- If there are circumstances indicating that the nontrading operation was aimed at money-laundering or terrorism financing.

3.2. The features of nontrading operations described in clause 3.1. are not exhaustive.

3.3. NewForex Group personnel reveals shady (nontrading) transactions analysing the history of operations on the trading accounts of the Customer on the ground of which it is possible to make a conclusion about the mode of the conducted operations. The relevant subdivisions of the company have the right to refer the financial (nontrading) operation to the category of shady operations and the methods applied for it according to the current legislation shall be kept confidential.

4. Company actions in case a shady transaction is discovered

4.1 If a shady (nontrading) transaction is discovered on the Customer’s trading account, NewForex Group has the right to:

- To freeze the specified financial (non-trading) operation until the details are clarified;
- To suspend servicing the Customer’s trading account until the circumstances are clarified and the explanation is

received from the Customer;

- To require a scanned copy of the Customer's passport or any other documents certifying the Customer's identity as well as the document confirming the Customer's address to verify with the information provided when the account was opened;
- NewForex Group has the right to require a notarised copies of the Customer's documents with the notarised Customer's receipt indicating that the trading account belongs to the Customer.
- To deny the Customer in the transaction when the shady financial (nontrading) transaction is discovered in the process of its execution. In this case the Customer can deposit or withdraw funds only in the way and under the conditions suggested by NewForex Group.

5. Balance replenishment of the trading account

5.1. The Customer has the right to transfer funds on the trading account at any time. The factual replenishment of funds on the Customer's account under the condition that this operation requires the participation of NewForex Group personnel can be performed only during the working hours of the Department of Financial Operations.

5.2. The funds transfer to the account of NewForex Group conducted by the Customer must comply with the requirements and meet the restrictions of the current legislation and other legal acts of the countries under the jurisdiction of which the specified transfer falls.

5.3. The Customer has the right to deposit the account using any way provided by NewForex Group at the moment of depositing the trading account. The ways of the trading account replenishment are mentioned in the Personal account and on the official website of the company.

5.4. The replenishment of the trading account with the bank transfer is possible only through buying title signs of the electronic payment system from the suggested operators of the electronic payment system.

5.5. The list of the electronic payment systems used by NewForex Group for the replenishment of the trading account is presented in the Personal account and on the official website of NewForex Group.

5.6. The funds replenishment on the Customer's trading account using the electronic payment systems is performed automatically (without any participation of NewForex Group manager) filling in a special form in the Personal account if the other is not obviously indicated in the Personal account.

5.7. NewForex Group enters the sum to the Customer's trading account sent to the account of NewForex Group. All the commission and other costs connected with execution of the transfer chosen by the Customer shall be paid at the expense of the Customer.

5.8. The funds replenishment on the Customer's trading account is performed in the currency of the trading account. If necessary the sum is converted into the currency of the trading account at the current market rate without extra commission.

5.9. NewForex Group retains the right to impose restrictions on the minimum and maximum amounts of funds replenishment differentiated according to the type of the replenishment and the type of the trading account.

5.10. If the payment was made from the account belonging to the third party, NewForex Group has the right to suspend the replenishment on the Customer's trading account and (or) block all the operations on the trading account until all the circumstances are clarified.

5.11. NewForex Group takes responsibility for the fulfilment of obligations for the funds transfer on the Customer's trading account as soon as the funds are on the account of NewForex Group. Before this moment NewForex Group does not bear responsibility for the Customer's funds.

5.12. NewForex Group personnel are not responsible for incorrect or error information which might be given by the Customer while filling in the transfer order to transfer funds on the account of NewForex Group. In turn the Customer understands and confirms that he/she is ultimately responsible for the data provided in the transfer order.

6. Withdrawal operations from the trading account

6.1. The Customer has the right to make a transfer order to withdraw funds free from the margin obligations from the trading account partially or completely. The factual withdrawal from the Customer's trading account provided that this operation requires the participation of NewForex Group personnel can be executed only during the working hours of the Department of Financial Operations.

6.2. The Customer has the right to transfer or withdraw only fixed profit from the trading account (i.e. profit gained based on the results of closed positions).

6.3. Funds withdrawal from the Customer's trading account is made under the following conditions:

- The withdrawal of funds from the accounts of NewForex Group must comply with the requirements and meet the restrictions of the current legislation and other legal acts of the countries under the jurisdiction of which the specified transfer falls.
- The Customer has the right to withdraw funds using any way provided by NewForex Group at the moment of making a request to withdraw funds from the trading account. The ways of funds withdrawal are provided in the Personal account.
- Funds withdrawal should be performed only to the Customer's personal accounts. Making a transfer order to withdraw funds on the account of the third party, NewForex Group cancels this transfer order and returns funds to the Customer's trading account.
- If the Customer used various payment systems for the trading account replenishment, the withdrawal from the trading account can be performed to the same systems and in the same amount as during the replenishment.
- The Customer has the right to withdraw funds using only the ways and the accounts which were used for the replenishment of the trading account. If it is impossible to fulfil this condition, then the issue is solved privately with the personnel of the Department of Financial Operations. The staff member has the right to require all the necessary information to identify the Customer as the owner of the Profile and the account where the Customer intends to withdraw funds. If the Customer and the account where the Customer intends to withdraw funds are sufficiently verified, NewForex Group personnel has the right to withdraw funds from the Customer's trading account under the condition of paying a commission.
- The processing of transfer orders to withdraw funds from the Customer's trading account is performed by the member of the Department of Financial Operations in manual way in the order of receiving them. After making a transfer order funds are automatically withdrawn from the Customer's trading account in several minutes after making it and are in the queue to be withdrawn by the staff member of the Department of Financial Operations.
- The withdrawal of funds from the trading account into the e-wallet is performed after making a transfer order to withdraw funds from the trading account via the Personal account.
- If the transfer currency differs from the currency of the trading account, the conversion of the currency of the trading account into the transfer currency is performed at the current market rate without extra commission.
- Commissions of any payment systems during the withdrawal of funds from the trading account are charged from the Customer's account.
- NewForex Group personnel are not responsible for error information which might be given by the Customer while withdrawing funds from the trading account. The Customer bears full responsibility for providing true information to NewForex Group personnel while making a transfer order to withdraw funds from the trading account.
- The withdrawal of funds to the Customer's bank account is possible only if there is such a possibility of the electronic payment system the service of which is used by the Customer and provided that he/she has relevant rights in the system.
- As soon as the funds are withdrawn from the account of NewForex Group and sent to the Customer's account, NewForex Group bears no responsibility for the withdrawal of funds from the Customer's trading account. Before this moment NewForex Group takes on responsibility for the Customer's funds on the account of NewForex Group.
- All the requests to withdraw funds from the Customer's trading account should be confirmed with the Customer's PIN-code. If the incorrect PIN-code is entered, the request to withdraw funds is cancelled.
- When the request to withdraw funds is cancelled, the manager of NewForex Group send the Customer a letter via the inter-office mail of the trading terminal explaining the reason of it.

7. Funds transfer between the Customer's accounts

7.1. The Customer has the right to transfer funds between the accounts belonging to one Profile. The necessary condition for such kind of transfers is that the Customer is the owner of trading accounts between which the transfers are made. The specified transfer is made by the Customer in the Personal account and is automatically processed.

7.2. This service should be used by Customers only with the aim of instant funds transfer for funds management on personal trading accounts.

8. A search for payments in case of untimely processing

8.1. NewForex Group guarantees the replenishment of funds on the Customer's trading account within 3 (three) working days under the normal functioning of payment systems used for the replenishment of the trading account.

8.2. If within 3 (three) working days the Customer's request is not executed, the Customer has the right to address NewForex Group with the request to track down the reason of this delay.

9. The making a request to search for a payment

9.1. The Customer should provide the following information while making a request to search for a payment:

- Personal email;
- Trading account number (data of the following type XXXX-1234567);
- The date of making a transfer order;
- The sum of transfer indicated in the transfer order;
- The name of the electronic payment system used by the Customer;
- The wallet number in the electronic payment system;
- Batch if there is any.

9.2. The request to search for the payment is accepted only providing the complete information about the payment indicated in clause 9.1. of the present Regulations.

9.3. The Customer agrees that the work with the request might take some time.

9.4. If in the process of the investigation it comes out that funds were not transferred to the account of NewForex Group, the Customer is informed about it and then the search for the payment is made by the Customer individually.

9.5. In case of the payment delay due to the incorrect request of the Customer as well as the impossibility to make a replenishment by NewForex Group personnel, NewForex Group does not pay the Customer any compensation.

10. Anti-money laundering

10.1. Laundering of income obtained by criminal means is legalising, using or managing funds or any other property received as the result of committing a crime.

10.2. NewForex Group retains the right to identify the features of shady nontrading transactions given in section 3 of the present Regulations and consequently suspend such type of operations and institute an inquiry to find out the reasons of their appearance.

10.3. NewForex Group retains the right to refuse to replenish the funds received on the account of NewForex Group if the transfer is received from the third party. In this case NewForex Group sends the funds back to the account from which they were received. All the costs connected with this transfer are paid by the Sender.

10.4. In case of circumstances discovered by NewForex Group personnel allowing to suppose that operations on the account were made in order to legalise money obtained by criminal means or finance terrorism, the account is blocked until the circumstances are clarified and the procedure investigating the reason of such kind of circumstances is initiated.

10.5. NewForex Group has the right to deny the Customer the funds transfer if it is clear from the transfer order that the funds withdrawal will be made to the account different from the account (accounts) from which the replenishment was performed. In this case the transfer order is cancelled and the funds are returned to the Customer's trading account.

11. Amendments and additions

11.1. NewForex Group has the right to make changes and additions in the present Regulations. If there is a legal (legislative) norm that requires to make appropriate changes and additions, NewForex Group not only makes changes and additions, but also fulfills requirements of this legal (legislative) norm. It equally concerns cases which are not described expressly or implicitly in the current edition of the present Regulations.

11.2. 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 identical 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 Customer agrees to make a decision about how often to check the emails from NewForex Group at his/her own discretion and within the Customer's complete personal responsibility.
- 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. During the indicated period the Customer, who has already registered and opened an account, has a possibility to decide at his/her own discretion within the Customer's full (sole) responsibility whether to continue using NewForex Group service or not. If he/she does not agree with the changes in the document, the Customer should get in touch with NewForex Group at once by any convenient way and declare the refusal from the further usage of NewForex Group service. If this refusal is not received from the Customer then once this period expires, it means that the Customer agrees with all the changes. In this case both the Customer and NewForex Group receive all rights and take all responsibilities that are conditioned by the new version of the document.
- All the changes and/or supplemented additions of the document cover immediately all the accounts that were registered as soon as the corresponding news is published 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 Regulations, 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 or not. The conditions of the present Regulations that contradict the norm which has been introduced lose their force until the introduction of relevant changes and/or additions in the declared document.

12. Agreement with the conditions of the present document by the Customer

12.1. The Customer, who uses information, any servers or services of NewForex 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 Regulations of financial operations 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.

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