

THE REGULATION OF PROCESSION OF NON-TRADING TRANSACTIONS

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LIMITED

1 GENERAL PROVISIONS

- 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, subject to the conditions of the actual Regulation. This circumstance does not entail the invalidity of the remaining conditions of the documents stated.
- 1.3. The Client shall guarantee the legal source, lawful possession and right to use the funds being transferred to the Company's Account.
- 1.4 The company performs accounting and mapping of non-trading transactions in the trading terminal and the CP.
- 1.5 The company controls non-trading transactions.
- 1.6 The Company has the right to consider a non criteria of the Company. Concerning a dubious transaction of the Client the Company is entitled to act at its own discretion.
- 1.5. During the course of an investigation, in accordance with clause 5 of these Regulations, the Company shall have the right to request that the Client provide proof of identity, payment and other documents confirming the lawful possession and legal source of the funds.
- 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 break all 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.
- 1.9. These Regulations are transparent and are an integral part of any agreement concluded between the Company and the Client.

2.DETECTION CRITERIA AND CHARACTERISTICS OF SUSPICIOUS NON-TRADING OPERATIONS

- 2.1. The Company can declare a non-trading operation suspicious in the event of:
- 2.1.1.exposure of abuse of transfers without completing trading operations on the trading account;
- 2.1.2.revelation of unusual nature of operations that do not have obvious economic substance or obvious legal purpose;
- 2.1.3.revelation of circumstances implying that the operations are performed for the purpose of money laundering or financing terrorism;
- 2.1.4. 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;
- 2.1.5.failure of the Client to provide identification information for the beneficiary, i.e. a person for the benefit of whom the Client acts (in particular, on the basis of an agent contract, commission and trust management contracts, while carrying out non-trading operations);
- 2.1.6.submission of false or invalid documents;
- 2.1.7.absence of a regulatory body or another body or person at the location of the legal entity that has the right to act on behalf of the legal entity without power of attorney.
- 2.2. The operations specified shall be detected by subjective evaluation of the Company through a daily analysis of non-trading operations
- 2.3. The criteria for detection and characteristics of suspicious non-trading operations specified in clause 2.1. are 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 case that suspicious non-trading operations are exposed, the decision made regarding further actions in relation to the Client and non-trading operations shall be at the sole discretion of the Company.

3. CREDITING THE CLIENT'S ACCOUNT

- 3.1 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.
- 3.2 The Client has the right to transfer funds from one trading account of the Company to another, including when the receiver account does not belong to him/her.
- 3.3 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.
- 3.4 If the payment system via which the Client has effectuated a money transfer to the Company, is not automated, the Client must:
- 3.4.1 indicate the number of the trading account supposed for crediting in the payment specifications;
- 3.4.2 notify the Company of the payment using the CP.
- 3.5 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.
- 3.6 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 paying requisites. Such payment is considered as received by the Client, and withdrawal of funds from this trading account can only be done on to private (personal) Client's bank requisites. In addition, the Client agrees to hold harmless against claims by third parties.
- 3.7 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.
- 3.8 All funds in any currency will be converted into the currency of account management.
- 3.9. Funds shall be credited to the Client's Account in the deposit currency, regardless 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 using the exchange rate as published in the CP at the moment the funds are credited to the company's account
- 3.10. Currencies accepted by the Company for credit to the Client's Account, dependent on the deposit currency and deposit method, are indicated in the CP.
- 3.11. Exchange rates and fees, as well as other charges for each fund deposit method, are published in the CP and on the website and are subject to change by the Company.
- 3.12. The Company shall have the right to impose restrictions on minimum and maximum deposit, differentiated by the deposit method and transfer currency.
- 3.13 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.

4. DEBITING FROM THE CLIENT'S ACCOUNT

- 4.1 The Client has the right to at any time issue an order to withdraw all or part of the funds on his/her trading account. 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:
- 4.1.1 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;
- 4.1.2 the Client isn't allowed to withdraw funds from the account having open positions and/or pending orders;
- 4.1.3 the Company transfers funds from the Client's accounts only to personalized paying requisites belonging solely to the Client;
- 4.1.4 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;
- 4.1.5 personalized paying requisites must necessarily be confirmed by the Company on the basis of copies of documents provided by the Client;

- 4.1.6 when Client provides incorrect requisites, a bank issues a statement for requisites correction, which is a paid service, and the commission for this service is taken from client's funds.
- 4.1.7 if the Client has not provided sufficient evidence that the paying requisites belong to him/her, the Company has the right to not execute a request on withdrawing funds until when the paying requisites will be reliably verified;
- 4.1.8 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.
- 4.2 In case when the currency of requests on withdrawal doesn't match with the currency of deposit then funds will be converted into the currency of requests on withdrawal at the current conversion rate.
- 4.3 The amounts of commission and other charges for each of the means of debiting are published in the CP and can be changed by the Company.
- 4.4 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 CP.
- 4.5 Funds are debited from the trading account of the Client within 3 (three) transaction days from the date of receipt of a request on withdrawing funds.
- 4.6 The Company is not responsible for any delay of payments occurred other than through its fault.
- 4.7 You can withdraw your funds with the payment props which you used to deposit most of the funds.
- 4.8 If the funds withdrew with various payment systems then the Company can refuse to withdrawal with one payment system and propose bank transfer or payment systems which used to be deposit ratably deposited funds.

5. ORDER OF INVESTIGATIONS ON ACCOUNTS AND SETTLEMENT OF DISPUTABLE SITUATIONS

- 5.1 In case of the occurrence of a disputable situation the Client has the right to file 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.
- 5.2 The claim must contain:
- 5.2.1 information on the Client and his/her paying requisites;
 - 5.2.2 full description of the nature of the claim with all the details;
 - 5.2.3 description of the actions which, according to the Client the Company must perform.
- 5.3 The claim must not contain:
- 5.3.1 emotional assessment of the conflict situation;
 - 5.3.2 language offensive to the Company;
 - 5.3.3 obscenities
- 5.4 The claim is sent by the Client to the Company via the CP, and in case of inaccessibility to the CP via other specified in the Client Agreement means of communication.
- 5.5. The Company shall have the right to refuse a complaint if clause 5 of these Regulations has been breached.
- 5.6 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.
- 5.7 To investigate the transfer and review the claim the Company may request additional documents from the Client.