

## **REGULATIONS ON CONDUCTING NON-TRADING TRANSACTIONS IN ICE-FX MARKETS LIMITED**

1. This Regulation establishes and describes the procedure for non-trading transactions in ICE-FX MARKETS LIMITED, registered at U0064, 3rd Floor, Jalan OKK Awang Besar, 87000 Labuan FT, Malaysia, with registration number LL12180 (hereinafter referred to as the "Company"). Non-trading transactions include:
  - a. Deposit of funds into a client's account;
  - b. Withdrawal of funds from a client's account;
  - c. Fund transfer between client's accounts within the Company.
2. All the terms used in this Regulation have the same meaning as in the Trading Terms and Client Agreement, as well as in the Regulations On The Use Of A Managed Account with ICE-FX Markets Limited. In the event of any conflict or inconsistency between certain provisions of this Regulation and certain provisions of the Trading Terms and Client Agreement, the provisions of this Regulation shall prevail.

### **INTERACTION BETWEEN THE COMPANY AND THE CLIENT IN NON-TRADING TRANSACTIONS**

3. Requests for non-trading transactions are submitted by the client through his Personal Area on the Company's website.
4. The Company may, at any time, request for additional information that can be used to verify the client, as well as verify the legality of the origin of funds received from the client.
5. Requests for non-trading transactions, such as a deposit/withdrawal request and a request for internal transfer of funds, shall be created by the client in his Personal Area and shall be deemed accepted by the Company, if such request is displayed in the client's Personal Area in the "Transaction History" section.

### **REFUSAL OF REQUESTS FOR NON-TRADING TRANSACTION**

6. The Company may refuse a request for non-trading transaction in the following cases:
  - a. If the client requests for non-trading transactions, without conducting trading transactions on a trading account or without using investment services provided by the Company.
  - b. If there is reason to believe that the transactions are aimed at money laundering or terrorism financing.
  - c. If the client refuses to provide identity information and documents for verification, or provides false information.
7. The Company reserves the right to investigate non-trading transactions described in clause 6 of this Regulation. In this case, the company may suspend such transactions until the reasons for their occurrence are ascertained and investigation completed.
8. If non-trading transactions are found to be illegal, the Company may:
  - a. Refuse the client's request;
  - b. Refund the funds previously credited to the client's account to the same source from where the deposit was made.
  - c. Terminate relationship with the client.

### **EXECUTION OF NON-TRADING TRANSACTIONS**

9. The client can choose for himself any convenient way of depositing funds to his Personal account through his Personal Area. After that, based on the deposit request, an invoice will be automatically generated, which the client can use to make payment.
10. Funds will be credited to the client's Personal account on the day the payment is received

by the Company in full, minus all deposit/withdrawal commissions charged by the bank and payment systems.

11. Funds are withdrawn based on a withdrawal request submitted by the client through his Personal Area. In this case, the funds must be withdrawn using the same method that was used to deposit them into the client's account and to the same sender.
12. A withdrawal request is processed by the Company as soon as possible, but no later than three working days after it has been submitted and no later than the time necessary to credit the funds to the client's external account, which depends on the bank or payment system, where the funds are transferred to. If necessary, the time for processing a withdrawal request can be increased to 10 (ten) working days. In this case, the Company must notify the client of the increase in the processing time.
13. Internal transfer of funds to the client's other account is made based on a request for internal transfer. This takes one working day after the relevant request has been received.

#### COMPANY POLICY ON NON-TRADING TRANSACTIONS

14. All commissions that may be required for execution of the declared non-trading transactions are collected by banks or payment systems and paid at the client's expense. The Company does not impose any additional commissions on the client's transfer amount.
15. Crediting/debiting of the client's Personal account with funds is made in the Base Currency, regardless of the currency in which the transfer was made.
16. The Company may impose limits on the minimum and maximum transfer amounts, which depends on the transfer direction and method.
17. The Company may impose limits on the maximum number of withdrawal requests and requests for internal transfer of funds that can be done within 24 hours.
18. If the funds transferred by the Company to the client based on a request made by the client are not received in the client's external account and returned back, the amount that was returned back to the Company is credited to the client's Personal account.
19. If funds sent to the client's external account – by bank transfer or via electronic payment system – are not received in the client's external account within five working days from the date of payment, the client may apply to the Company to investigate into the transfer status. The client understands and acknowledges that the investigation may incur costs, which will be paid at the client's expense.
20. If funds are not received in the client's external account, the Company may, at the client's request, provide the following evidence of the executed transfer:
  - a. Screen shot, confirming the fact of sending the funds;
  - b. A copy of the SWIFT document confirming the transfer.
21. If an employee of the Company made a mistake while sending funds, and the mistake led to the client's external account not being credited with the funds, the Company shall bear the costs that may be incurred in resolving the situation.
22. Deposits by a client into a client's account and withdrawals by a client from a client's account must comply with the existing laws of the countries under whose jurisdiction these transactions fall.
23. The Company may limit non-trading transactions in the client's Personal Area for an indefinite period until a situation in the following cases is clarified:
  - a. If the client violates the Trading Terms and Client Agreement.
  - b. When eliminating the consequences of "obvious errors" associated with provision of non-market quotes for financial instruments.
  - c. Technical failures encountered by the Company, until they are fixed.

## MONEY TRANSFER METHODS

24. The Client can use any of the methods available in the Personal Area for non-trading transactions. The commission fee imposed on clients, as well as the approximate execution period for a particular method, are indicated in the Personal Area in the "Deposit/Withdrawal Methods" section.
25. In carrying out non-trading transactions, the client may use his own personal external account and not a third-party account.
26. When transferring funds via bank transfer:
  - a. Before making a bank transfer to a client's account, the client creates a deposit request in his Personal Area and downloads the relevant invoice for payment. When making a transfer, the client must accurately indicate the Company's bank details and purpose of payment.
  - b. If the client experiences difficulties in making transfer to the specified Company's bank account and due to the payment purpose, the client must contact the Company's support service in order to resolve this issue on an individual basis.
  - c. In case of inaccuracies in the bank account details, the Company may refuse to credit the funds to the client's Personal account. All costs incurred for returning funds are paid at the client's expense.
27. When transferring funds using credit/debit cards:
  - a. The client can make transfers through Visa and MasterCard cards registered in his own name. The Company does not accept transfers from third-party credit/debit cards. All costs associated with return of funds are paid at the client's expense.
28. When transferring funds through electronic payment systems:
  - a. The client can use any of the payment systems specified in the Personal Area in the "Deposit/Withdrawal Methods" section to make transfers.
  - b. The client can make money transfer to deposit funds to the client's Personal account only from an account in payment systems bearing the client's name. The Company does not accept transfers to client's Personal account from third-party accounts and does not make transfers from client's Personal account to third-party accounts. All expenses connected with return of funds are paid at the client's expense.
29. The client can create a request for internal transfer of funds to another of his account, opened in the Personal Area. The Company does not accept requests for internal transfer of funds to third party accounts.

## WITHDRAWAL RESTRICTIONS

30. All amounts transferred by the client to the Company for deposit into his account must be withdrawn in the same way as they were transferred to the Company. If the client used different deposit methods, then the withdrawal must also be effected in various of these methods in proportion to the amounts transferred by each method.
31. The client may withdraw profits that exceed the amounts deposited in the client's Personal account using any method available in the Personal Area.

## USING THE CLIENT'S PERSONAL AREA

32. The client understands and agrees that all actions and instructions performed in the Personal Area, which involves entering the Access Password, are deemed to have been personally performed by the client.
33. The client understands and agrees that his Personal Area can be accessed using the

- Access Password and agrees to keep the Access Password in a safe place to avoid possible unauthorized use by third parties.
34. The Company is not liable for losses that the client may incur in the event of loss, theft, or disclosure of his Access Password to third parties.
  35. In the event of loss or theft of the Access Password, the client may recover it by sending the appropriate request through the Company's website and having authenticated the Access Password recovery request by entering the confirmation codes that will be sent to the e-mail and mobile phone, specified by the client while registering on the Company's website.
  36. Non-trading transactions requested for by the client will be displayed in the transaction history. In this case, these transactions will have the following statuses, depending on the current stage of the transaction:
    - a. "Processing" – means that the Company is processing the accepted transfer request or is waiting for the client to deposit funds into the account;
    - b. "Processed" – means that the non-trading transaction has been executed;
    - c. "Rejected" – means that the Company has rejected the request for non-trading transaction. The reason for rejection will be shown in the comments to this transaction.
  37. A client may cancel a non-trading transaction provided the Company has not yet executed it.

## DISPUTE RESOLUTION

38. If the Client is not satisfied with the result of execution of his request for non-trading transaction, then the client may send a formal complaint/claim to the Company. Complaints/claims are filed within 15 (fifteen) working days from the moment the dispute emerges.
39. The deadline for filing a complaint/claim is counted from the date this non-trading transaction is recorded in the transaction history.
40. To file a complaint/claim, the client must write a letter describing the dispute and send it by email to: [compliance@ice-fx.com](mailto:compliance@ice-fx.com)
41. A complaint/claim should include the following details:
  - a. Client's name and surname (or company's name, if the client is a legal entity);
  - b. Client's account number;
  - c. Date and time of occurrence of the dispute (based on the time of the Trading Terminal);
  - d. If the complaint/claim is about deposit into the client's Personal account, then attach a copy of the SWIFT document if the transfer was done via bank transfer, attach a screenshot of the transfer or payment notification in the payment system if the transfer was done through payment systems, attach scans of the identity document and credit/debit card if the transfer was done by credit/debit card;
  - e. If the complaint/claim is about rejection of a withdrawal request, then formulate a request to the Company to justify the reason for the refusal to execute the withdrawal request.
42. A complaint/claim must not contain:
  - a. Offensive language and abusive comments;
  - b. Profanity;
43. If any of the provisions in clauses 38, 40, 41 and 42 is violated by the client, the Company may reject the complaint/claim.

44. The Company reviews a complaint/claim as soon as possible, but no later than three working days from the day it is received.
45. If the client is not satisfied with the outcome of review of his complaint/claim, he may refer the case to the Regulator or to the court, as described in clause 20 of the Trading Terms and Client Agreement.