ESPLANADE
MARKET SOLUTIONS

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Non-Trading Operations Policy

This Policy has been designed within the framework of an international cooperative effort to reduce financial abuse, identify and prevent law infringement as well as to establish the procedure for funds deposit and withdrawal on Client's accounts with Esplanade Market Solutions.

1. General.

1.1 The purpose of this Policy is to describe measures intended to reduce financial abuse, identify and prevent law infringement as well as to clarify the procedures for non-trading operations on Client accounts with Esplanade Market Solutions.
1.2 This document is an integral part of the Client Agreement.
1.3 In case certain articles of this Policy come in contradiction with articles of Client Agreement and its policies, this Policy shall prevail. However, this circumstance does not lead to nullifying other articles of the aforementioned documents.
1.4 Client guarantees the legitimacy of origin, ownership and rights to the funds transferred to Esplanade Market Solutions.
1.5 Client recognizes Esplanade Market Solutions' right to investigate the nature of questionable non-trading operations covered in article 2 of this Policy and halt such operations until their origins are clarified.
1.6 Esplanade Market Solutions is entitled to request the Client to provide identification, fiscal and other documents proving legitimacy of origin and ownership of funds in question.
1.7 Client is informed that, in case questionable non-trading operations are identified, Esplanade Market Solutions is entitled to:

- Refuse to complete questionable operations;
- Limit withdrawal of funds from client's brokerage accounts, should Esplanade Market Solutions deem it necessary;
- Return the funds previously transferred to the brokerage account back to Client's accounts of origin;
- Discontinue business relationship with Client.

1.8 This Policy identifies that questionable non-trading operations are deemed absolutely unacceptable and can lead up to discontinuation of business relationships with Client. However, this situation cannot constitute grounds for holding Esplanade Market Solutions accountable for breaching any contracts.

1. Questionable operations

1.1 Esplanade Market Solutions can deem any non-trading operation questionable in case of:

- abusing fund transferring without operations on trade accounts (less than 3 lots per every wired thousand USD or equivalent);;
- confusing or unusual type of operation that does not carry any evident economical sense or does not seem to have an obvious legal objective;

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- circumstances coming to light that provide grounds to believe that the operations are carried out in order to legalize (launder) funds received in a criminal fashion or through financing terrorism;
- client failing to provide information for self-identification or providing false information while client is out of reach at the provided contact details;
- client providing falsified or expired documentation.

These operations shall be identified based on regular analysis of non-trading operations and its subjective assessment by Esplanade Market Solutions.

1.2 The list of indicators pointing to questionable operations and their criteria listed in Article 2.1 is not complete or mandatory. Esplanade Market Solutions can deem an operation questionable based on the analysis of the economic situation, surrounding circumstances as well as interaction with Client or their representatives.

1.3 In case a questionable non-trading operation is identified, Esplanade Market Solutions is entitled make a decision regarding Client and their non-trading operations.

1.4 Each non-trade operation of depositing or withdrawing funds from a brokerage account is confirmed by a record in the Client's Trader's Room. In case Client notices a mistake in a non-trading operation on depositing or withdrawing funds, they must file a claim according to Article 8 of this Policy.

1.5 In case Client notices a mistake to their own credit, they must notify Esplanade Market Solutions as soon as possible.

1.6 Client must immediately notify Esplanade Market Solutions of any changes to their contact information.

2. Funding a brokerage account

2.1 Client has the right to transfer to Esplanade Market Solutions funds for depositing to trading accounts using any method provided for by Esplanade Market Solutions.

2.2 Client has the right to pay for any services rendered by Esplanade Market Solutions by debiting funds off their trading accounts in favor of Esplanade Market Solutions.

2.3 In the event that Client has transferred funds in favor of Esplanade Market Solutions through a non-automated payment system, Client is obliged to:

- indicate in the 'Remittance details' field the number of the trading account for depositing funds;
- notify Esplanade Market Solutions of the payment made via Trader's Room or e-mail.

2.4 Wire transfers made by Client to Esplanade Market Solutions' accounts and/or agents authorized by it shall meet the requirements and comply with the limitations set by applicable laws and other legal acts effective in the countries within whose jurisdictions such wire transfers fall.

2.5 Client understands and accepts that Client pays all costs arising from the chosen type of transfer.

2.6 Funds shall be deposited to Client's brokerage account in the same currency the brokerage account is open in, regardless of the currency of transfer. In case the currency of the transfer is different from the currency of the brokerage account, the amount shall be converted into the currency of the brokerage account according to the internal exchange rate of Esplanade Market Solutions on the date of depositing the funds to the Esplanade Market Solutions' bank account.

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2.7 Esplanade Market Solutions reserves the right to limit maximum and minimum amounts of funds depending on type of deposit and transfer currency. Esplanade Market Solutions may change the limitations on depositing and/or withdrawing funds at any time.
2.8 Esplanade Market Solutions shall not charge any additional commissions off the amount transferred to the brokerage account except commissions and costs listed in this Policy.
2.9 In case Client is not able to deposit funds through their Trader's Room, they need to contact Esplanade Market Solutions to have the matter reviewed on an individual basis.
2.10 Funds take five (5) days from their arrival to Esplanade Market Solutions' bank accounts to get deposited to the Client's brokerage account.
2.11 In case the funds are not deposited to the brokerage account within seven (7) days of the funds arriving to Esplanade Market Solutions' bank accounts Client is entitled to request Esplanade Market Solutions to investigate that transaction. Client agrees that the bank investigation may incur additional costs that Client will compensate either by transferring the required amount to Esplanade Market Solutions' bank account or by having the amount deducted from the brokerage account (the amount may be withdrawn by Esplanade Market Solutions without notice).
2.12 For the investigation to take place, the Client has to send a request in accordance with Article 8, as well as provide Esplanade Market Solutions with:

- In case of a bank transfer: a copy of SWIFT document confirming the transfer in foreign currency;
- In case of electronic funds transfer: a screenshot of the transfer or a notification of payment in the system confirming the fact of a transfer to the brokerage account;
- In case of bank card transfer: a copy of an identification document and a copy of a bank card.

2.13 Esplanade Market Solutions is not responsible for the time it takes to deposit the funds and for the circumstances surrounding the technical malfunction during the transfer if it was caused by electronic payment system or agents of Esplanade Market Solutions rather than Esplanade Market Solutions.

3. Methods of funding a brokerage account

3.1 Client can fund their brokerage account by a bank transfer at any time as long as Esplanade Market Solutions accepts this type of funding at the time of transfer.
3.2 Client can only use this type of funds transfer upon their account being opened.
3.3 Client can make a foreign currency transfer to the Esplanade Market Solutions' bank account listed in Client's Trader's Room only from Client's personal bank account.
3.4 Prior to making a currency bank transfer Client creates a payment invoice in their Trader's Room. Having created a payment order for a currency transfer, the Client shall correctly indicate Esplanade Market Solutions' account details, purpose of payment and observe the invoice due date.
3.5 Esplanade Market Solutions is entitled to decline to credit transferred funds if the transfer came from a third party or the purpose of payment is not the same as stated in the invoice. In the aforementioned case, Esplanade Market Solutions returns the funds to sender's account. Client shall compensate all costs pertaining to the return of funds.
3.6 Client's brokerage account can be funded using electronic money as long as Esplanade Market Solutions accepts this type of funding at the time of transfer. Client can only transfer electronic money to the accounts of Esplanade Market Solutions or authorized agents of Esplanade Market Solutions from their personal electronic account.
3.7 Client can fund their brokerage account using a bank card as long as this type of funding is available in

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their Trader's Room. Client can only make a transfer from a card registered in their name or in the name of a co-owner. Third party transfers shall not be accepted. Esplanade Market Solutions reserves the right to decline to credit a brokerage account if the transfer came from a third party. In that case, Esplanade Market Solutions shall return the funds to sender's account. Client shall compensate all costs pertaining to the return of funds.

3.8 Client understands and agrees that Esplanade Market Solutions is not responsible for the period of time it takes to return the funds and for the circumstances entailing the technical malfunction caused through no fault of Esplanade Market Solutions but through the fault of its authorized agent or an international payment system.

3.9 Depending on the method of funding and the payment system, Client may be requested to produce additional information or undergo whatever procedures Esplanade Market Solutions may deem necessary in order to effect payment in a proper manner.

4. Withdrawing funds from a brokerage account

4.1 Client has the right, at any time, to dispose, in part or in full, of their funds available on their brokerage accounts re-calling the funds by filling out and confirming the form in the Funds Withdrawal section or to send the funds to the other trading account opened with the Broker company by filling out the form in Internal Transfer section.

4.2 Withdrawal of funds and external transfers are handled per the following terms:

- Esplanade Market Solutions processes a received Order for withdrawal from a brokerage account strictly within the free margin available on the brokerage account at the time of executing the Order. If the amount being withdrawn (including payment commission and other costs listed in this Policy and Client Agreement) exceeds the amount of free margin on the Client's brokerage account, Esplanade Market Solutions is entitled to decline this Order.
- Client's instructions to withdraw funds from the brokerage account must comply with requirements and consider the limitations imposed by this Policy and other documents Client has agreed to observe including norms and regulations of the countries within whose jurisdiction this transfer falls.

4.3 Where there are open positions and/or pending orders, Client has the right to withdraw funds.

4.4 An authorized agent of Esplanade Market Solutions may execute the Order through transferring the funds to Client's external account. Esplanade Market Solutions is not responsible for the delays in funds processing caused by payment systems or company's authorized agents.

4.5 Esplanade Market Solutions only withdraws funds from Client's accounts to Client's personal payment details owned exclusively by Client. It is mandatory that the personal payment details are confirmed by the Company based on the document copies provided by Client.

4.6 In the event that Client has not provided sufficient proof of their owning payment details, Esplanade Market Solutions has the right to decline to withdraw funds until Client has provided reliable proof of owning payment details.

4.7 Withdrawal of funds is only possible to the same payment details as those used for depositing most of the funds.

4.8 Currency in which Esplanade Market Solutions effects payments to Client's accounts depends on the deposit currency and withdrawal method.

4.9 Esplanade Market Solutions reserves the right to limit maximum and minimum amounts of funds depending on type of withdrawal.

4.10 The amount of commission and other costs per each withdrawal type are available in the Trader's Room and are subject to change per decision by Esplanade Market Solutions.

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4.11 Withdrawal of funds from Client's trading account is effected upon receipt by Esplanade Market Solutions of a Funds Withdrawal Request.
4.12 The Request is considered as accepted by Esplanade Market Solutions if it has been submitted through Client's Trader's Room and has been registered in the client request system.
4.13 Esplanade Market Solutions shall not execute requests submitted using any method other than the one specified in para 5.12.
4.14 Funds shall be withdrawn from Client's trading account within 5 (five) business days of Esplanade Market Solutions receiving a duly executed Funds Withdrawal Request; said period may be extended depending on the sum being withdrawn and the method used.
4.15 If the transferred funds have not reached Client within ten (10) business days, Client is entitled to request Esplanade Market Solutions to investigate the transaction. Client understands and agrees that a bank investigation and documents inquiry may incur commission fees that Client will compensate. The means of compensation shall be determined individually and may be covered either by transferring the required amount to Esplanade Market Solutions' bank account or by debiting the amount from the brokerage account (the amount may be withdrawn by Esplanade Market Solutions without notice).
4.16 If Client has made a mistake in the withdrawal Order leading to a failure to credit funds to Client's external account, the costs of resolving the situation shall be covered by Client.
4.17 It is assumed that Client will withdraw funds from the brokerage account using the same method as they did to fund the brokerage account. If Client intends to use a method different from the one they used to fund the brokerage account, Esplanade Market Solutions reserves the right to either decline a request for such transaction or extend the timeframe for funds withdrawal.
4.18 Esplanade Market Solutions reserves the right to extend the timeframe for withdrawing funds from a brokerage account whenever additional time is required (for instance, withdrawal of a large amount, need to fund Esplanade Market Solutions' account with the Agent or if the transaction qualifies as questionable - until a final clarification is obtained in a disputable situation concerning trade and non-trade operation or where reaching Client for a clarification of the situation concerning trade and non-trade operations is not possible).
4.19 Client understands and agrees that Esplanade Market Solutions is not responsible for Client's mistakes during filling in the withdrawal Order, the period of time it takes to deposit the funds and for the circumstances surrounding the technical malfunction during the transfer not caused by Esplanade Market Solutions.

5. Using the Trader's Room

5.1 Client agrees with all requirements of this Article concerning the usage of the Trader's Room.
5.2 While registering at Esplanade Market Solutions website Client shall provide correct and truthful information for identification in accordance with client's registration form requirements on the Esplanade Market Solutions website.
5.3 Upon successful registration on Esplanade Market Solutions website Client gets access to the Trader's Room to make advanced payments for Esplanade Market Solutions services.
5.4 Client must immediately notify Esplanade Market Solutions of any changes to their contact information.
5.5 In order to identify a client Esplanade Market Solutions has the right at any time to request the client to provide a document confirming their identity: confirmation of the registered address and/or current place of residence; diploma and proof of income source.
5.6 Esplanade Market Solutions reserves the right to suspend non-trading operations on Client's brokerage

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account if it is discovered that Client's identification information is incorrect or false or if Client failed to provide requested documents.
5.7 Entrance to Trader's Room is password-protected. Client assumes responsibility for keeping it safe from unauthorized access by third parties. Esplanade Market Solutions is not responsible for any losses that may be incurred due to theft, loss or disclosure of password to the third parties.

6. Investigation and dispute settlement in non-trading operations

6.1 Where there is a disputed situation concerning non-trading operations, Client is entitled to file a claim with Esplanade Market Solutions or send a request for a transfer investigation. Claims and requests shall be accepted within ten (10) business days of said situation arising.
6.2 Client needs to send a written claim to the financial department at finance@esplanade-ms.com. A claim shall contain the brokerage account information and details of the claim. A claim shall not contain obscene language, insults and emotional description of the situation. Failure to comply may result in a dismissal of the claim.
6.3 The moment of dispute shall be considered the timestamp displayed in the Trader's Room.
6.4 Esplanade Market Solutions reserves the right to request additional documents to investigate the claim.
6.5 Esplanade Market Solutions is entitled to dismiss the claim in case of failure to comply with Article 7 of this Policy.