



Regulations for Non-Trading Operations

Version: September 2018

Table of Contents

- 1. General provisions..... 3
- 2. Suspicious non-trading operations..... 3
- 3. Communications 4
 - 3.6. Every non-trading operation by a Client shall be confirmed by a log in the “Transactions History” of the Client Area. If the Client has reason to believe that the log is inconsistent, the Client shall have the right to lodge a complaint in accordance with chapter 7 of these Regulations. 5
- 4. Payments policy 5
- 5. Funds transfer options 6
 - 5.1. Bank transfer 6
 - 5.2. Bank card transfer 7
 - 5.3. Electronic Payment System..... 8
 - 5.4. Internal funds transfers..... 8
- 6. P-Global Markets Website Client Area..... 8
- 7. Information about transfers and dispute resolution..... 9

1. General provisions

1.1. These Regulations for Non-Trading Operations (hereinafter, “Regulations”) have been developed within a framework of international cooperative measures aimed at combatting financial misconduct, exposing and preventing violations of the law, and establishing the procedure for performing non-trading operations on a Client Account with **P-Global Markets Limited** (hereinafter referred to as the “**Company**”).

1.2. “**Non-Trading operation**” shall mean any operation performed by the Client that involves the depositing of funds to their Client Account, the withdrawal of funds from their Client Account, or the internal transfer of funds between Client Accounts in P-Global Markets Website Client Area (hereinafter referred to as the “**Client Area**”).

The terms and definitions applicable to these Regulations are specified in clause 17 of the Client Agreement, which can be found on the Company Website www.pglobalmarkets.com (hereinafter referred to as the “**Website**”). In cases where certain provisions of these Regulations concerning non-trading operations contradict those in the Client Agreement or the Terms of Business, the clauses of these Regulations shall prevail. This provision does not render other terms of the aforementioned documents invalid.

1.3. Requests for non-trading operations can only be sent by the Client to the Company through the Client Area. All other means of communication specified in Chapter 3 of these Regulations are intended for further supporting correspondence between the Company and the Client and notifications to the Client by the Company.

1.4. When registering in the Client Area on the Company Website, the Client undertakes to provide accurate and authentic information to identify themselves in accordance with the requirements of the Client Registration Form on the Company Website and these Regulations. The Client shall inform the Company of changes to their identification data in a timely manner.

1.5. The Company reserves the right to request the following documents at any time in order to verify the Client’s identity as an individual person:

- a) Proof of identity. A high-resolution scanned copy or photo of the Client’s passport pages or any other national ID that clearly indicates the Client’s full name, date and place of birth, passport number, dates of issue and expiry, issuing country, and the Client’s signature.
- b) Proof of address. A high-resolution copy or photo of a: utility bill (water, electricity, phone bill) issued within the last 3 months; bank statement (for a current account, deposit account or credit card account); bank reference letter confirming the Client’s address.

1.6. The Company reserves the right to request the following documents at any time in order to verify the identity of a Client as a legal entity:

- Incorporation and registration documents and documents confirming the Company’s legal status and the authority of the signatory to the Client Account.

1.7. The Company reserves the right to suspend the execution of non-trading operations on a Client Account if it is discovered that the Client’s identification information is inaccurate or false, as well as in cases where the Client does not provide the required documents.

1.8. In accordance with the USA’s “Foreign Account Tax Compliance Act” (FATCA),

the Company is registered in the Internal Revenue Service (IRS) of the USA (<https://www.irs.gov>), thereby confirming its consent to collect and report information on US taxpayers to the Internal Revenue Service of the USA.

The Company collects information, allowing it to determine whether new or existing Clients are subject to FATCA requirements. In this regard, the Company may request that the Client complete one of questionnaires on self-certification in a form from the Company, the W-8 form, and may request additional documents and information. The Company cannot provide services to those individuals whose foreign accounts are subject to FACTA requirements.

1.9. The Client guarantees the legitimate origin, lawful possession and right to use the funds transferred by the Client, to the Client’s Account.

1.10. The Company shall have the right to amend the terms of these Regulations at its sole discretion and at any time, giving the Client 3 (three) business day’s prior notification in one or several of the ways described in clause 3.1 of these Regulations. Such amendments will come into effect on the date specified in the notification.

1.11. These Regulations are transparent and are an integral part of any agreement concluded between the Company and the Client. The content of these Regulations shall be disclosed without limitation upon the request of any interested party.

2. Suspicious non-trading operations

2.1. The Company may declare a non-trading operation suspicious in cases including, but not limited to:

- exposure of abuse of funds transfers without using the Company’s services (without completing trading

operations on the trading account, without using investment services);

- revelation of the unusual nature of operations that do not have obvious economic substance or obvious legal purpose;
- revelation of circumstances providing grounds to believe that the operations are being performed for the purpose of money laundering or financing terrorism;
- failure of the Client to provide and verification documents, as well as submission a misrepresentation of information;
- inability to contact the Client using their registered email address and telephone number;
- failure of the Client to provide proof of identity of a 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);
- submission of counterfeit or invalid documents.

2.2. 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.

2.3. The Company reserves the right to investigate the nature of any suspicious non-trading operations listed in clause 2.1 of these Regulations for Non-Trading Operations, whereupon such operations will be suspended until the reasons for their occurrence are ascertained and the investigation is complete.

2.4. During the course of an investigation, in accordance with clause 2.3 of these Regulations, the Company shall have the right to request that the Client provide proof of their identity, proof-of-payment documents, and other documents confirming the lawful possession and legitimate origin of the funds transferred to the Client's Account.

2.5. If suspicious non-trading operations should be exposed, the Company shall have the right to:

- refuse to perform these operations, by rejecting the respective request;
- limit funds deposits and/or funds withdrawals to/from the Client's Account, in any way, at the Company's discretion;
- return funds previously deposited to the Client's Account to the same source of payment from which the deposit to was made;
- write off any compensated commissions or bonuses credited to the Client for operations performed by the Client;
- terminate relations with the Client.

2.6. In the case of refusal to perform suspicious non-trading operations or the termination of relations with the Client as a result of suspicious non-trading operations performed by the Client, the Company shall not be held liable for any breach of contract with the Client.

3. Communications

3.1. In order to communicate with the Client, the Company may use:

- a) MetaTrader trading platform internal mail;
- b) email;
- c) telephone;
- d) post;
- e) news on the Website;
- f) notifications in the Client Area.

3.2. Should the need arise for the Company to contact the Client promptly regarding non-trading operations, the Company will use the contact details specified by the client during registration or updated by the Client in accordance with clause 3.4 of these Regulations. The Client agrees to accept notifications from the Company at any time.

3.3. Any correspondence sent to the Client (documents, notifications, confirmations, news, statements, etc.) is considered to have been received:

- a) if sent by email; within 1 (one) hour after emailing it;
- b) if sent by trading platform internal mail; immediately after sending it;
- c) if by telephone; once the telephone conversation has ended;

- d) if sent by post; 7 (seven) calendar days after posting it;
- e) if posted in the “Company News” section on the Website; immediately after the notification is published;
- f) if posted in the Client Area; immediately after the notification is published.

3.4. The Client shall notify the Company in a timely manner of any change in the Client's contact details; either by updating the information in the Client Area or by any other method offered by the Company.

3.5. The Client understands and accepts that the Company reserves the right to terminate relations with the Client unilaterally should the Client behave inappropriately when communicating with a Company employee.

3.6. Every non-trading operation by a Client shall be confirmed by a log in the “Transactions History” of the Client Area. If the Client has reason to believe that the log is inconsistent, the Client shall have the right to lodge a complaint in accordance with chapter 7 of these Regulations.

3.7. In case the Client has reason to believe that there has been a mistake in their own favor in the log, the Client is obliged to inform the Company by sending an email about the mistake to support@pglobalmarkets.com.

4. Payments policy

4.1. Funds deposits to Client Account and funds withdrawals from Client's Account may only be performed via the deposit and withdrawal methods available in the Client Area. Commission fees as well as other charges for each deposit and withdrawal option are published in the Client Area and on the Company Website and may occasionally be changed by the Company.

4.2. The Client understands and accepts that any commissions or other charges¹ incurred by the transfer of funds shall be at the Client's expense. The Company shall not charge any additional commission for funds transfers, except for the commissions and other expenses specified in these Regulations.

4.3. The deposit of funds to a Client Account shall be carried out on the basis of a funds deposit request. The withdrawal of funds from a Client Account shall be carried out on the basis of a funds withdrawal request. The transfer of funds from one of a Client Account to another shall be carried out on the basis of an internal funds transfer request. These requests shall be processed by the Company within 1 (one) business day, but not later than at the end of the business day following the day on which the request was received (or, in the case of deposits, following the day on which the funds were credited to the Company Account).

4.4. Requests for non-trading operations such as deposit requests, withdrawal requests and internal funds transfer requests shall be submitted by the Client in the Client Area and shall be considered as accepted by the Company if they are displayed in the “Transactions History” of the Client Area and in the Company records of Client requests.

4.5. The Company shall credit the sum received on the Company Account to the Client's Account.

4.6. Funds shall be credited to the Client's Account in the denomination currency of the Client's Account, regardless of the currency in which the funds were initially transferred. If the transfer currency differs from the Client Account currency, the transfer amount shall be converted at MT4 rate at the moment the funds are credited to the Client's Account.

4.7. Funds withdrawals from the Client's Account shall be performed in the currency of the Client's Account. If the Client Account currency differs from the transfer currency, the transfer amount shall be converted into the transfer currency at MT4 rate at the moment the funds are debited from the Client's Account.

4.8. Currencies accepted by the Company for crediting Client Accounts, as well as currencies available for transfer to the Client's External Account, depending on the funds transfer method, are shown in the Client Area.

4.9. The Company shall have the right to set restrictions on the minimum and maximum transfer amounts, which may vary depending on the direction, method, and currency of transfer.

4.10. The Company shall have the right to set restrictions on the maximum number of withdrawal requests and internal funds transfer requests that can be submitted in a Client's Client Area every 24 hours. These restrictions are published in the Client Area and may be changed by the Company from time to time.

4.11. In the event that funds are returned to the Company Account after being transferred to the Client on the basis of their withdrawal request, the funds shall be credited to the Client's Account in same the amount credited to the Company Account, while any commissions or other charges incurred by the returning of funds shall be at the Client's expense and shall be paid by deducting them from the amount re-credited to Client's Account.

4.12. If funds transferred as a deposit to a Client Account through via bank transfer are not credited to the Client Account within 5 (five) business days of the date of payment, the Client shall have the right to request that the Company make an

¹ Commissions and other charges (in accordance with the table of charges) of online payment systems or processing centers, involved in the transfer of funds.

inquiry into the transfer in accordance with clause 7.3. The Client understands that the inquiry may involve paying commission², which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out by transferring the necessary amount to the Company Account or by deducting the amount from the Client Account.

4.13. If funds transferred as a deposit to a Client Account through an Electronic Payment System are not credited to the Client Account within 2 (two) business days of the date of payment, the Client shall have the right to request that the Company make an inquiry into the transfer in accordance with clause 7.3.

4.14. If funds transferred to the Client's External Account via bank transfer are not credited to the Client within 7 (seven) business days of the withdrawal request acquiring "Processed" status, the Client shall have the right to request that the Company make an inquiry into the transfer. The Company may provide the Client with a SWIFT copy confirming the bank transfer's execution.

4.15. If funds transferred to the Client's External Account through an Electronic Payment System are not credited to the Client within 5 (five) business days of the withdrawal request acquiring "Processed" status, the Client shall have the right to request that the Company to make an inquiry into the transfer. The Company may provide the Client with a screenshot confirming the transfer of funds to the Client's External Account.

4.16. The Client understands and accepts that the inquiry and request for documents, in accordance with clauses 4.13, 4.14, 4.15 and 4.16 of these Regulations, may involve paying commission³, which shall be at the Client's expense. The payment method for such expenses shall be determined on an individual basis and may be carried out by transferring the necessary amount to the Company Account or by deducting the amount from the Client's Account.

4.17. In the event that a Company employee makes a mistake when carrying out a transfer which results in funds not being credited to the Client's External Account, any expended incurred in resolving the situation shall be at the Company's expense.

4.18. In the event that the Client makes a mistake when filling out the withdrawal request form which results in funds not being credited to the Client's External Account, any expenses incurred in to resolving the issue shall be at the Client's expense.

4.19. The Client agrees that the Company has the right to unilaterally collect arrears on a Client Account from funds held on any of the Client's other Accounts, or from another Client's Account if the Company believes that there is a connection between this Account and the Client.

4.20. The transfer of funds to the Company Account and funds withdrawals from Client Accounts shall meet the requirements and take into account the restrictions established by these Regulations, by current legislation, and other legal acts of countries within the jurisdiction of which the funds transfer takes place.

4.21. The Company has the right to restrict the Client's ability to conduct non-trading operations (as well as to suspend the execution of requests submitted by the Client) until the situation has been resolved, in the following cases:

- in the event that the Client breaches clause 11.1 of the Client Agreement;
- in order to rectify the consequences of a non-market quote;
- in the event of a technical failure occurring at the Company or at an authorised Company Agent.

4.22. In the event that a Client Account falls into arrears, the Company retains the right to suspend any of the Client's withdrawal and internal account-to-account transfer requests - including requests that were already made before the Client Account fell into arrears - until the Client has paid off the arrears in full.

5. Funds transfer options

5.1. Bank transfer

5.1.1. The Client may deposit/withdraw funds to/from their Client Account via bank transfer provided that this payment method is supported by the Company at the moment the transfer is executed.

5.1.2. This transfer method shall be available for the Client's use once the Company has received the Client's KYC documents (passport and Proof of Address) and the Client's profile has been approved.

5.1.3. The Client may only deposit funds via bank transfer to the Company Account from a bank account registered in the Client's name, or they may execute the bank transfer without opening a bank account.

5.1.4. Before carrying out a bank transfer to deposit funds, the Client shall submit a deposit request in the Client Area.

5.1.5. The Company shall have the right to reject the deposit of funds transferred by bank transfer to the Company

² In accordance with the tariffs of the payment system or processing center.

³ In accordance with the tariffs of the remitting bank or Online Payment System.

Account in cases where the specified purpose of payment has been changed or in cases where funds have been transferred by a third party on the Client's behalf. In such cases, the Company shall return the funds to the bank account from which they were transferred. All costs incurred by returning such transfers shall be at the Client's expense.

5.1.6. The Client may submit a withdrawal request through via transfer only to bank accounts registered in the Client's name.

5.1.7. The Company shall transfer money to the bank account of the Client in accordance with the details provided in the withdrawal request, provided that they meet the conditions set out in clause 5.1.2 of these Regulations.

5.1.8. When transferring funds, the Company shall use the purpose of payment as provided in the Client Area. In the event that the purpose of payment is changed, the Company shall be obliged to inform the Client about the new purpose of payment immediately by publishing it in the Client Area.

5.1.9. The Client understands and accepts that the Company shall not bear responsibility for the terms and time of execution of a bank transfer⁴ by the Client's bank.

5.2. Bank card transfer

5.2.1. The Client may make a deposit or withdrawal from their Account using the accepted types of bank card - specified in the Client Area - at any time, provided that the method in question is supported by the Company at the moment the transfer is executed.

5.2.2. The Client may only carry out a transfer from a bank card issued in the Client's name. Transfers from the bank cards of third parties are not accepted by the Company. In cases where the Company receives a payment to a Client Account from the bank card of a third party, the Company shall issue a refund to the bank account from which they were transferred. All costs incurred by such a refund shall be at the expense of the Client or the aforementioned third party.

5.2.3. When making a transfer via bank card, the Company shall have the right to request the following documents from the Client:

- a) a high-resolution scanned copy or photo of their passport;
- b) a high-resolution scanned copy or photo of a bank card, where the first 6 (six) and last 4 (four) digits of the card number, the full name of the cardholder, the name of the issuing bank and the expiration date are clearly visible. The scan or photo of the reverse side should show the cardholder's signature, but the CVC2 or CVV2 code should be concealed. The Client will need to provide a one-time scan or photo for each card used;
- c) when transferring funds from a prepaid or virtual credit card (one where the cardholder's name is not shown), the Client will need to provide a scan of the official confirmation letter from the issuing bank, verifying that the Client is the genuine cardholder. The document must contain the card number, the Client's full name and bear the stamp of the issuing bank.

5.2.4. The Client understands and accepts that when using this type of transfer, the following restrictions shall be placed on the Client Account:

- a) Funds withdrawals and internal funds transfers will only be available after 30 calendar days⁵;
- b) Funds withdrawals shall only be possible via bank transfer to a bank account registered in the Client's name or to the bank card that was used to deposit the funds, provided that this payment method is supported by the Company at the moment the transfer is executed;
- c) Funds withdrawals via Electronic Payment Systems shall not be executed by the Company.

5.2.5. The Client understands and accepts that the Company shall not be held liable for the time required to execute transfers, the terms of execution by the card's issuing bank, or for circumstances resulting in a technical failure during the transfer's execution when the fault lies not with the Company, but with the issuing bank, processing centre or international payment system.

5.2.6. After the funds transferred by the Client via bank card have been credited to the Client's Account with the Company, the Company is considered as having completely fulfilled its obligations with regards to rendering services for the crediting of funds and shall not be subject to dispute.

5.2.7. In certain exceptional cases, the Company may refund payments made by bank card. In this case, the funds will be returned to the card that was used for the deposit. Additionally, funds will be returned in the same currency in which the Client made the deposit to their Account. The Client hereby understands and accepts that when refunding such payments, the Company bears no responsibility for banking fees and commissions associated with converting funds into the denomination currency of the Client's bank account. The refund shall be credited to the Client's bank account in accordance

⁴ Usually bank transfers take around 2-5 business days.

⁵ The restriction under clause 5.2.4 (a) shall be removed in the event that the Client provides the documents specified in clause 5.2.3 of these Regulations after such documents have been accepted by the Company.

with the rules and timeframe set out by the issuing bank.

5.3. Electronic Payment System

5.4.1. The Client may make transfers via an Electronic Payment System (hereinafter “EPS”) to deposit funds to a Client Account and withdraw funds from a Client Account at any time, provided that this payment method is supported by the Company at the moment the transfer is executed.

5.4.2. The Client may only perform an EPS transfer through the Client’s personal account registered with the EPS.

5.4.3. The Client shall be obliged to check the details of the Company Account in the Client Area before carrying out an EPS transfer in cases where the transfer is not executed automatically from the Client Area.

5.4.4. Funds withdrawals via EPS shall be not available to the Client in cases where a deposit has previously been made to the Client’s Account via bank card.

5.4.5. The Company shall transfer funds to the Client’s EPS account in accordance with the details provided in the withdrawal request.

5.4.6. The Client understands and accepts that the Company shall not be held responsible for the time required to execute the transfer, for the EPS’s terms of service, or for circumstances resulting in a technical failure during the execution of transfers when the fault lies not with the Company, but with the EPS.

5.4. Internal funds transfers

5.5.1. The Client may submit an internal funds transfer request at any time provided that this method is supported by the Company at the moment the transfer is executed.

5.5.2. The Client may submit an internal funds transfer request to another Client Account in the Client Area. Internal funds transfer requests to the accounts of third parties shall not be accepted by the Company.

5.5.3. Upon performing an internal funds transfer from a Client’s account to which a deposit has previously been made via bank card, withdrawal restrictions shall be placed on the Client Account to which the funds are being transferred.

5.5.4. In the event that a Company employee makes a mistake when carrying out an internal transfer that results in funds being credited to the wrong account, the sum indicated in the request shall be returned to the Client at the Company’s expense.

5.5.5. In the event that the Client makes a mistake when filling out the internal funds transfer request that results in funds being credited to the wrong account, the sum indicated in the request shall not be returned to the Client.

6. P-Global Markets Website Client Area

6.1. The Client agrees with the clauses of these Regulations concerning the usage of P-Global Markets Website Client Area.

6.2. Client Area access is password-protected.

6.3. The Client confirms and agrees that Client Area is accessible only by using a password.

6.4. The Client accepts full responsibility for the security of their password and its protection from unauthorised access by third parties.

6.5. All instructions completed through Client Area after entering the password are considered to be executed by the Client.

6.6. Any party who has gained access to Client Area by entering the password shall be considered to be the Client.

6.7. The Company shall not be responsible for any losses incurred as a result of theft, loss, or disclosure of the password to third parties.

6.8. The Client shall have the right to change their Client Area password independently or by following the password recovery procedure.

6.9. Deposit requests, withdrawal requests, and internal funds transfer requests are displayed in the “Transactions History” section of Client Area.

6.10. The Client can see the following deposit request statuses in the “Transfer History” section of Client Area:

- a) The “*Pending*” status means that the funds are waiting to be transferred to the Company Account;
- b) The “*Approved*” status means that the funds have been deposited to the Client’s Account.
- c) The “*Cancelled*” status means that the request has been denied by the Company. The reason for the request being denied is shown in the details of the transfer.

6.11. The Client can see the following withdrawal request and internal funds transfer request statuses in the “Transactions History” section of Client Area:

- a) The “*Pending*” status means that the request has been received by the Company;
- b) The “*Approved*” status means that the funds have been transferred to the Client’s External Account that was specified in the request or that the funds have been deposited to another of the Client’s accounts in the case of an internal funds transfer;
- c) The “*Cancelled*” status means that the request has been denied. The reason for the request being denied is shown in the details of the transfer.

6.12. Deposit requests, withdrawal requests, and internal funds transfer requests may be cancelled by the Client (in the “Transactions History” section of Client Area) before they are executed.

6.13. A deposit request, withdrawal request, or internal funds transfer request may be rejected by the Company provided the Client specifies a reason for the rejection.

7. Information about transfers and dispute resolution

7.1. In the event that a dispute arises, the Client shall have the right to lodge a complaint with the Company or send a request for an inquiry. Complaints and requests should be received by the Company within 5 (five) business days of the situation occurring.

7.2. When lodging a complaint, the time at which the dispute arose shall be considered as the moment when the log appeared in the “Transactions History” section of the Client Area. When sending a request, the time at which the dispute arose shall be considered as the moment as described in clauses 4.13, 4.14, 4.15 and 4.16.

7.3. To file a request for an inquiry regarding a bank transfer, EPS transfer or a bank card transfer, the Client shall send an email to support@pglobalmarkets.com and attach all the related supporting documents, such as SWIFT copy confirming the bank transfer’s execution; or a screenshot of the transfer or payment notification in the payment system, confirming that the transfer has been made to the Company Account; a scanned or photo copy of the bank card (where applicable).

7.4. For any complaint or request filed in accordance with clause 7.3, the Client shall be sent an email from funding@pglobalmarkets.com or support@pglobalmarkets.com confirming receipt of the complaint.

7.5. The complaint must not include:

- a) an emotional assessment of the situation;
- b) offensive language;
- c) obscenities or expletives;
- d) threats.

7.6. The Company shall have the right to request that the Client provide additional documents to hold an inquiry.

7.7. The Company shall have the right to refuse a Client’s complaint regarding non-trading operations in the following cases:

- a) where the complaint was not made in accordance with clause 7.3 of these Regulations;
- b) where the Client initiates non-trading operations by way of internal account-to-account transfers to other trading or different accounts in the Client Area using funds credited to the Client’s Account by way of a non-trading operation currently under dispute, or where the Client initiates trading operations using funds that were credited to the Client’s Account by way of a non-trading operation currently under dispute.
- c) In other cases set out in these Regulations, the Client Agreement, or any of the other Regulatory Documents which can be found on the Company Website.

7.8. If the Client is not satisfied with the result of the Company’s review of a disputed situation, the Client may appeal to the relevant authorities in Saint Vincent and the Grenadines in accordance with the laws of Saint Vincent and the Grenadines.