



FXTM
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Regulations for Non-Trading Operations

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1. General Provisions

- 1.1. These Regulations on Non-Trading Operations (the "Regulations") have been developed within a framework of international cooperative measures aimed at combating financial misconduct, exposing and preventing violations of the law, and establishing the procedure for performing non-trading operations on a Trading Account with FXTM (the "Company" or "FXTM").
- 1.2. "Non-trading operation" shall mean any operation performed by you that involves the depositing of funds to your Trading Account, the withdrawal of funds from your Trading Account, or the internal transfer of funds between your Trading Accounts. The terms and definitions applicable to these Regulations are specified in Appendix A of the Client Agreement, which can be found on 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 provisions 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 you to the Company through your Trading Account. All other means of communication specified in Section 3 of these Regulations are intended for further supporting correspondence between the Company and you and notifications to you by the Company.
- 1.4. When registering for a Trading Account on our Website, you undertake to provide accurate and authentic information to identify yourself in accordance with the requirements of the Client Registration Form on our Website and these Regulations. You shall inform us of any changes to your identification data in a timely manner.
- 1.5. We reserve the right to request the following documents at any time in order to verify your identity as an individual person:
 - a) Proof of legal existence issued by the local government. A high-resolution scanned copy or photo of your passport pages or any other national ID that clearly indicates your full name, date and place of birth, passport/ID number, dates of issue and expiry, issuing country, and your signature;
 - b) Proof of address. A high-resolution copy or photo of a: utility bill (water, electricity, phone bill) issued within the last 6 months; bank statement (for a current account, deposit account or credit card account); bank reference letter confirming your address.
- 1.6. You guarantee the legitimate origin, lawful possession, and right to use the funds transferred by you to your Trading Accounts, and such a representation is deemed made each time such a transfer is made.
- 1.7. In accordance with the USA's "Foreign Account Tax Compliance Act" (FATCA), we or our liquidity provider(s) are registered with the Internal Revenue Service (IRS) of the USA (<https://www.irs.gov/>), thereby confirming our consent to collect and report information on US taxpayers to the Internal Revenue Service of the USA. We collect information, allowing us to determine whether new or existing clients are subject to FATCA requirements. In this regard, we may request that you complete one of the questionnaires on self-certification in a form from us, the W-8 form, and may request additional documents and information. We cannot provide services to those individuals whose foreign accounts are subject to FATCA tax requirements.
- 1.8. We shall have the right to amend at our sole discretion the terms of these Regulations at any time, giving you 3 (three) business days' prior notification in one or several of the ways described in section 3.1 of these Regulations. Such amendments will come into effect on the date specified in the notification.
- 1.9. These Regulations are transparent and are an integral part of the Agreement concluded between us and you.

- 1.10. The content of these Regulations shall be disclosed without limitation upon the request of any interested party.
- 1.11. You acknowledge and agree that (without prejudice to any of our other rights under the Operative Agreements to close out your Open Positions and exercise other default remedies against you) where a sum is due and payable to us in accordance with the Operative Agreements and sufficient cleared funds have not yet been credited to your Trading Account, we shall be entitled to treat you as having failed to make a payment to us and to exercise our rights under the Operative Agreements. The payment amount will be converted into the Currency of the Trading Account at the rate determined by our bank.

2. Suspicious Non-Trading Operations

- 2.1. We may declare a non-trading operation suspicious in cases including, but not limited to:
- a) exposure of abuse of funds transfers without using our services (without completing trading operations on the trading account);
 - b) revelation of the unusual nature of operations that do not have obvious economic substance or obvious legal purpose;
 - c) revelation of circumstances providing grounds to believe that the operations are being performed for the purpose of money laundering or financing terrorism;
 - d) failure of you to provide proof of identity or other documents for verification, as well as the submission of inaccurate information by you;
 - e) inability to contact you using your registered email address and telephone number;
 - f) failure of you to provide proof of the identity of a beneficiary, i.e., a person for the benefit of whom you act (in particular, on the basis of an agent contract, commission, and trust management contracts, while carrying out non-trading operations);
 - g) submission of counterfeit or invalid documents.
- 2.2. We 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 you or your representative.
- 2.3. We reserve the right to investigate the nature of any suspicious non-trading operations listed in section 2.1 of these Regulations, 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 section 2.3 of these Regulations, we shall have the right to request that you provide proof of your identity, proof of your residency, proof of payment documents, and other documents confirming the lawful possession and legitimate origin of the funds transferred to your Trading Account.
- 2.5. If suspicious non-trading operations should be exposed, we shall have the right to:
- a) refuse to perform these operations by rejecting the respective request;
 - b) limit funds deposits and/or funds withdrawals to/from your Account, in any way, at our discretion;
 - c) return funds previously deposited to your Account to the source from which the deposit was made;
 - d) write off any compensated commissions or bonuses credited to you for operations performed by you;
 - e) terminate relations with you.
- 2.6. In the case of refusal to perform suspicious non-trading operations or the termination of relations with you as a result of suspicious non-trading operations performed by you, we shall not be held liable for any breach of contract with you.

3. Communications

- 3.1. We order to communicate with you, we will communicate with you as per Clause 11 of the Client Agreement.
- 3.2. You shall notify us in a timely manner of any change in your contact details either by updating the information in your Trading Account or by any other method offered by us.
- 3.3. You understand and accept that we reserve the right to unilaterally terminate relations with you should you behave inappropriately when communicating with our employee.
- 3.4. Every non-trading operation by you shall be confirmed by a log in your Trading Account. If you have reason to believe that the log is inconsistent, you shall have the right to lodge a complaint in accordance with the Complaints Management Policy.
- 3.5. If you have reason to believe that there has been a mistake in your own favor in the log, you are obliged to inform us about the mistake as soon as possible using the contact information provided on the “Contact us” section of our Website.

4. Payment 's Policy

- 4.1. Funds deposits to or withdrawals from a Trading Account may only be performed via the deposit and withdrawal methods available in your Trading Account. Commission fees as well as other charges for each deposit and withdrawal option are published in your Trading Account and on our Website and may periodically be changed by us.
- 4.2. You understand and accept that any commissions or other charges incurred by the transfer of funds shall be at your expense. We 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 into a Trading Account shall be carried out on the basis of a funds deposit request. The withdrawal of funds from a Trading Account shall be carried out on the basis of a funds withdrawal request. The transfer of funds from one trading account to another, which belongs to the same you, shall be carried out on the basis of an internal funds transfer request. These requests shall be processed by us 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 our Account) whereby no additional information or document is needed.
- 4.4. Requests for non-trading operations such as deposit requests, withdrawal requests, and internal funds transfer requests shall be submitted by you in your Trading Account and shall be considered as accepted by us if they are displayed in your Trading Account and in our records of your requests.
- 4.5. We will credit the sum received on our Account to your Trading Account.
- 4.6. Funds shall be credited to your Trading Account in the denomination currency of the Trading Account, regardless of the currency in which the funds were initially transferred. If the transfer currency differs from the Trading Account currency, the transfer amount shall be converted at the exchange rate as published in your Trading Account at the moment the payment is received on our Account.
- 4.7. Funds withdrawals from your Trading Account shall be processed in the denomination currency of the Trading Account, regardless of the currency in which the funds are to be transferred. If the Trading Account currency differs from the transfer currency, the transfer amount shall be converted into the transfer

currency at the exchange rate as published in your Trading Account, at the moment the funds are debited from your Trading Account.

- 4.8. Exchange rates are published in your Trading Account and are periodically updated by us.
- 4.9. Currencies accepted by us for crediting Trading Accounts, as well as currencies available for transfer to your Outgoing Account, depending on the funds transfer method, are shown in your Trading Account.
- 4.10. If you give an instruction to withdraw funds from the Trading Account, we shall pay the specified amount within the advertised timeframe for each payment system on the website, if the following requirements are met:
 - a) the withdrawal instruction includes all necessary information;
 - b) the instruction is to make a bank transfer and/or settle the funds by any other payment method as agreed between the Parties, to your account (under no circumstances will payments to third party or anonymous accounts be accepted); and
 - c) at the moment of payment, your Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.
- 4.11. We 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.
- 4.12. We shall have the right to set restrictions on the maximum number of withdrawal requests and internal funds transfer requests that can be submitted in one Trading Account every 24 hours. These restrictions are published in your Trading Account and may be changed by us from time to time.
- 4.13. In the event that funds are returned to our Account after being transferred to you on the basis of your withdrawal request, the funds shall be credited to your Account in the same amount credited to our Account, while any commissions or other charges incurred by the returning of funds shall be at your expense and shall be paid by deducting them from the amount re-credited to your Account.
- 4.14. If funds transferred as a deposit to a Trading Account via bank transfer are not credited to the Trading Account within 5 (five) business days of the date of payment, you shall have the right to request that we make an inquiry into the transfer in accordance with section 7.3. You understand that the inquiry may involve paying commission, which shall be at your 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 our Account or by deducting the amount from your Trading Account.
- 4.15. If funds transferred as a deposit to a Trading Account through an Electronic Payment System (EPS) or through a bank card transfer are not credited to the Trading Account within 2 (two) business days of the date of payment, you shall have the right to request that we make an inquiry into the transfer.
- 4.16. If funds transferred to your external account via bank transfer are not credited to you within 5 (five) business days of the withdrawal request acquiring "Funds Sent" status, you shall have the right to request that we make an inquiry into the transfer. We may provide you with a SWIFT-message copy confirming the bank transfer's execution.
- 4.17. If funds transferred to your external account through an Electronic Payment System or through a bank card transfer are not credited to you within 2 (two) business days of the withdrawal request acquiring "Funds Sent" status, you shall have the right to request that we make an inquiry into the transfer. We may provide you with a screenshot or an assigned reference number of the bank card transaction, confirming the transfer of funds to your external account.
- 4.18. You understand and accept that the inquiry and request for documents, in accordance with section 4.14,

4.15, 4.16, and 4.17 of these Regulations, may involve paying commission, which shall be at your 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 our Account or by deducting the amount from your Trading Account.

- 4.19. In the event that our employee makes a mistake when carrying out a transfer, which results in funds not being credited to your external account, any expenses incurred in resolving the situation shall be at our expense.
- 4.20. In the event that you make a mistake when filling out the withdrawal request form which results in funds not being credited to your external account, any expenses incurred in resolving the issue shall be at your expense. We shall not be held liable for any lost funds related to such transactions.
- 4.21. You agree that we have the right to unilaterally collect arrears on a Trading Account from funds held on any of your other Accounts, or from another account if we believe that there is a connection between this account and you.
- 4.22. The transfer of funds to our Account and funds withdrawals from your Trading Accounts shall meet the requirements and consider 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.
- 4.23. We have the right to restrict your ability to conduct non-trading operations (as well as to suspend the execution of requests submitted by you) until the situation has been resolved, in the following cases:
 - a) in the event that you breach the Client Agreement;
 - b) in order to rectify the consequences of a non-market quote;
 - c) in the event of a technical failure occurring with us or at our authorized Agent.
- 4.24. In the event that your Trading Account falls into arrears, we retain the right to suspend any of your withdrawal and internal account-to-account transfer requests, including requests that were already made before your Trading Account fell into arrears, until you have paid off the arrears in full.
- 4.25. You may withdraw any of your profits that exceed the amount deposited from the specific destination of incoming funds, from a bank account that belongs to you, provided that all the necessary evidence is submitted to us.
- 4.26. You will not be allowed to withdraw your funds by any other method, or to any other country, apart from those provided by us or your country of origin. However, in exceptional cases, we may proceed to send funds to a different country from your country of residence, provided that all the relevant information and documentation is submitted by you. The availability of each payment system may differ depending on the country of residence, therefore the payment systems available shall be located in the Trading Account or Client's Dashboard or otherwise as we may provide.

5. Funds Transfer Options

Bank Transfer

- 5.1. You may deposit or withdraw funds to/from your Trading Account via bank transfer provided that this payment method is supported by us at the moment the transfer is executed.
- 5.2. You may only deposit funds via bank transfer to our Account from a bank account registered in your name.
- 5.3. Our bank details, purpose of payment, and the due date should be observed carefully by you. In the event

that you cannot make a transfer with the specified purpose of payment in the Bank Details, you must contact our Back Office Department to address this issue on an individual basis.

- 5.4. We have the right to reject the deposit of funds transferred by bank transfer to our 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 your behalf. In such cases, we shall return the funds to the bank account from which they were transferred. All costs incurred by returning such transfers shall be at your expense.
- 5.5. You may submit a withdrawal request via bank transfer only to bank accounts registered in your name.
- 5.6. We shall transfer money to your bank account in accordance with the details provided in the withdrawal request.
- 5.7. When transferring funds, we shall use the purpose of payment as provided in your Trading Account. In the event that the purpose of payment is changed, we shall be obliged to inform you of the new purpose of payment immediately by publishing it in your Trading Account.
- 5.8. You understand and accept that we shall not bear responsibility for the terms and time of execution of a bank transfer by your bank.

Bank Card Transfer

- 5.9. You may make a deposit in your Account with accepted types of bank card - specified in your Trading Account - at any time, provided that this method is supported by us at the moment the transfer is executed.
- 5.10. The acceptance of payments made by you through your Trading Account by way of international card payment systems are carried out by official partners and payment service providers that we collaborate with.
- 5.11. You may only carry out a transfer from a bank card issued in your name.
- 5.12. Transfers from the bank cards of third parties are not accepted by us. In cases where we receive a payment to a Trading Account from the bank card of a third party, we shall issue a refund to the bank account from which they were transferred. All costs incurred by such a refund shall be at your expense or the aforementioned third party.
- 5.13. When making a deposit via a bank card, we have the right to request the following documents from you:
 - a) a high-resolution scanned copy or photo of your passport;
 - b) a high-resolution scanned copy or photo of a bank card, where the scan or photo of the front of the card should show: the first six (6) and last four (4) digits of the card number, the full name of the cardholder, the name of the issuing bank, and the expiration date. The scan or photo of the reverse side should show the cardholder's signature, but the CVC2 or CVV2 code should be concealed. You will need to provide a one-time scan or photo for each card used;
 - c) any other proof that might be deemed appropriate from any credit institution connected with the said deposit/s;
 - d) when transferring funds from a prepaid card (which does not bear the cardholder's name) or virtual card (which does not have a physical carrier card), you will need to provide a scan of the official confirmation letter from the issuing bank, verifying that you are the genuine cardholder. The document must contain the card number, your full name, and bear the stamp of the issuing bank.
- 5.14. You understand and accept that when using this type of transfer, the following restrictions shall be placed on your Account:

- a) Funds withdrawals shall only be possible via bank transfer to a bank account registered in your name or to the bank card that was used to deposit the funds, provided that this payment method is supported by us at the moment the transfer is executed;
 - b) Funds withdrawals via Electronic Payment Systems shall not be executed by us.
- 5.15. You understand and accept that we 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 us, but with the issuing bank, processing centre, or international payment system or any other involved to the relevant transaction stakeholder.
- 5.16. After the funds transferred by you via bank card have been credited to your Trading Account with us, we are considered as having completely fulfilled our obligations with regards to rendering services for the crediting of funds and shall not be subject to dispute.
- 5.17. In certain exceptional cases, we 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 you made the deposit to your Trading Account. You hereby understand and accept that when refunding such payments, we bear no responsibility for banking fees and commissions associated with converting funds into the denomination currency of your bank account. The refund shall be credited to your bank account in accordance with the rules and timeframe set out by the issuing bank.
- 5.18. Card transactions are processed by Exinity Works (CY) Limited, registered number HE 351684 and registered/business address at Agiou Athanasίου 30, Ksenos Building, Floors 2-5, Agios Athanasios, Limassol, 4102, Cyprus. Address for cardholder correspondence: backoffice@fxm.com. Card transactions may also be processed either by our Affiliates or permitted third party partners.

Electronic Payment System

- 5.19. You may make transfers via an Electronic Payment System (hereinafter, "EPS") to deposit funds to or withdraw funds from your Trading Account at any time, provided that this payment method is supported by us at the moment the transfer is executed.
- 5.20. You may only perform an EPS transfer through your personal account registered with the EPS.
- 5.21. You shall be obliged to check the details of our Account in your Trading Account before carrying out an EPS transfer in cases where the transfer is not executed automatically from your Trading Account.
- 5.22. We shall transfer funds to your EPS account in accordance with the details provided in the withdrawal request.
- 5.23. When making a deposit via an EPS, we have the right to request the following documents from you:
 - a) Proof of ownership of the EPS holder showing the same you as the account holder/owner
 - b) Proof of source of funds in case there is any request from authorities confirming the lawful possession and legitimate origin of the funds transferred to your Trading Account via the EPS.
- 5.24. You understand and accept that we 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 technical failure during the execution of transfers when the fault lies not with us, but with the EPS.

Internal Funds Transfer

- 5.25. You may submit an internal funds transfer request at any time provided that this method is supported by us

at the moment the transfer is executed.

- 5.26. You may submit an internal funds transfer request to another Trading Account of the same you. Internal funds transfer requests to the accounts of third parties shall not be accepted by us.
- 5.27. Upon performing an internal funds transfer from your account to which a deposit has previously been made via bank card or EPS, withdrawal restrictions shall be placed on your Trading Account to which the funds are being transferred.
- 5.28. In the event that our 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 you at our expense.
- 5.29. In the event that you make 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 you.

6. Your Trading Account

- 6.1. You accept the provisions of these Regulations concerning the use of your Trading Account and consent to being subject to the obligations contained herein.
- 6.2. Your Trading Account is password-protected, and you confirm and accept that it is accessible only by using a password.
- 6.3. You accept full responsibility for the security of your password and its protection from unauthorized access by third parties, including our employees. If you ever give access to your password to a third party, you should change the password with immediate effect.
- 6.4. All instructions completed through your Trading Account after entering the password are considered to be executed by you.
- 6.5. Any party who has gained access to your Trading Account by entering the password shall be considered to be you.
- 6.6. We shall not be responsible for any losses incurred as a result of theft, loss or disclosure of the password to third parties.
- 6.7. You shall have the right to change your Trading Account password independently or by following the password recovery procedure.
- 6.8. You may see the following deposit request statuses in your Trading Account:
 - a) the "Processing" status means that the funds are waiting to be transferred to your Account;
 - b) the "Funds deposited to account" status means that the funds have been deposited to your Account.
 - c) The "Declined" status means that the request has been denied. The reason for the request being denied is shown in the details of the transfer.
- 6.9. You may see the following withdrawal request and internal funds transfer request statuses in your Trading Account:
 - a) the "Processing" status means that the request has been received by us;
 - b) the "Funds Sent" status means that the funds have been transferred to your External Account that was specified in the request or that the funds have been deposited to another of your accounts in the case of an internal funds transfer;

- c) the “Declined” status means that the request has been denied. The reason for the request being denied is shown in the details of the transfer.
- 6.10. Deposit requests, withdrawal requests and internal funds transfer requests may be cancelled by you (in the “My Transfers” section of your Trading Account) before they are executed.
- 6.11. Deposit request, withdrawal request, or internal funds transfer request may be rejected by us provided we specify a reason for the rejection.