

FUNDS TRANSFER AGREEMENT

PART 1. INTRODUCTION

1.1 The Funds Transfer Agreement (**the Agreement**) is offered to you (**the Client**) by

Capital Com SV Investments Ltd, a company authorised (license number 319/17) and regulated by the Cyprus Securities and Exchange Commission, with its registered office at 6th floor, Lophitis Business Centre II, 237, 28th October Street, Limassol, PC3035
and

Capital Com (UK) Ltd, a company authorised and regulated by the Financial Conduct Authority (the “FCA”) with reference number 793714 and registered office at 4th floor 64-65 Vincent Square, London, United Kingdom, SW1P 2NU
(together referred to as **We, Us, CAPITAL.COM, the Company**, as appropriate),

to establish and outline effective arrangements of the Clients funds transfer as defined throughout the Agreement.

1.2. **Forex Company** means CJSC “Capital Com Bel”, a company duly incorporated on the territory of Republic of Belarus with registered address at: 36-1 Internatsionalnaya str., office 823, 220030 Minsk, Belarus.

PART 2. SUBJECT

2.1. The Client shall make the deposit to the Forex Company’s bank account by means of a bank transfer, a bank payment card or through payment services with which the Company has concluded relevant agreements or by transferring the deposit from their account opened with the Company to their account opened with the Forex Company. In the latter situation the funds will be send from the Company’s Bank account to the bank account of the Forex Company.

2.2. The Client acknowledges and agrees with the fact that in case if the client opens an account in the Forex Company and gives an instruction to make a transfer to the Forex Company’s account, his funds will be held by the Forex company's bank and that this bank can be a bank established in the Republic of Belarus. In this case funds will be held under the regulation of the National Bank of the Republic of Belarus.

2.3. The Client acknowledges and agrees with the fact that Capital Com SV Investments Limited and Capital Com UK Limited are subject to specific EU regulation and supervision regarding the safekeeping of financial instruments and funds held for clients; and further acknowledges that the Forex Company is not subject to the same EU regulation and supervision, but to specific Belarusian regulation and supervision. See instructions for the transfer of funds, as well as the list of possible ways for the Client to deposit in the relevant Section of the Platform.

2.4. The service bank, the processing system or the payment system may establish common limits on all payment transactions regardless of the will of the Forex Company.

2.5. The Client understands and agrees that the Forex Company shall not be responsible for the timing of the payments and for the circumstances that caused a technical failure during the transfer, if they arose through no fault of the Forex Company.

2.6. The Forex Company shall credit the amount received to the Forex Company's account to the Client's account. The Client understands and agrees that all commissions and other costs associated with the implementation of the chosen method of transfer and crediting of funds shall be paid at the expense of the Client, unless the Forex Company wishes to charge part or all of these costs to its expenses at its discretion.

2.7. Accounting of the deposit of the Client in the platform can be performed in U.S. dollars, euros, pounds sterling or Polish zlotys. The Client shall choose the account currency when opening an account in the Platform of the Forex Company. If the currency of the funds deposited by the Client as the deposit differs from the currency of the Agreement (open account), the conversion shall take place at the internal rates of the banks of the Client and the Forex Company, as well as the payment systems used in making the payment.

2.8. Accounting of the deposit of the Client shall be performed according to the unique code of the Client (account number) in the Platform. The amount of the deposit is increased by the amount of the positive price difference for the performed Transactions and reduced by the amount of the negative price difference for the executed Transactions.

2.9. The minimum amount of funds originally deposited by the Client as the deposit and the minimum amount to replenish the account shall be set at 100 euros, 100 US Dollars, 100 pound sterling or 400 Polish zloty, depending on the account currency selected by the Client.

2.10. When conducting Transactions on depositing/withdrawing the deposit to/from the Client's account, the Forex Company shall be guided by the law of the Republic of Belarus on preventing money laundering, financing of terrorist activities and financing the proliferation of weapons of mass destruction, as well as the law of the Republic of Belarus on foreign exchange regulation and currency control and other regulatory acts of the Republic of Belarus.

2.11. The Client shall at any time be entitled to declare the return of part or all of the deposit accumulated in the investment account, by sending the Forex Company the request (application) to withdraw the funds from the account.

The amount of funds available for withdrawal shall be calculated as follows:

- if there are no open positions in the Client's account, the amount of available funds for withdrawal shall be equal to the deposit in the Client's account;

- if there are open positions in the Client's account, the calculation of funds available for withdrawal shall be performed automatically in real time, taking into consideration the floating loss on open positions and the amount required to hold open positions.

The Forex Company shall be entitled to reject the Client's request (application) for withdrawal of funds if it does not comply with these conditions.

2.12. All requests (applications) for withdrawal of funds, regardless of the method and amount of withdrawal, shall be reviewed within five working days. In exceptional cases (suspicion of the doubtful nature of the Transaction, at the time of elimination of technical failures, etc.) the Forex Company reserves the right to increase this period.

2.13. All expenses (commissions, bank fees, charges, payments and other expenses) related to the return of the deposit shall be paid at the expense of the Client, unless the Forex Company, at its discretion, wishes to charge part or all of these expenses to its account. At the same time, this opportunity shall be a right, and not a duty of the Forex Company.

2.14. If the refund of funds previously transferred to the Client on the basis of an application (request) for withdrawal of funds arrives to the Forex Company's account, the refund amount received in the Forex Company's account shall be credited to the Client's account, with the associated fees and other costs paid by the Client by deducting them from the amount of the credited refund.

PART 3. MISCELLANEOUS

3.1. The Agreement may be amended from time to time. In case of material changes the Client will receive a proper notification.

3.2. This Agreement forms an integral part of the Terms and Conditions offered by the Company and accepted by the Client.

3.3. The Client confirms that he has read, understood and accepted all provisions of the Agreement by accepting this Agreement in the relevant field below. After ticking the "yes" box the Agreement shall be deemed concluded.