IFCM CYPRUS LIMITED

Withdrawal Policy

November 2017

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WITHDRAWAL POLICY

IFCM CYPRUS LIMITED (former Infin Markets Ltd) (hereinafter referred to as the "Company"), having its registered address situated at 6 Marinou Geroulanou, 4154 Kato Polemidia, Limassol, Cyprus is authorized to provide the following investment services by the Cyprus Securities and Exchange Commission under license number 147/11:

Investment Services

- 1. Reception and transmission of orders in relation to one or more financial instruments
- 2. Execution of orders on behalf of clients
- 3. Dealing on own account
- 4. Investment advice

Ancillary Services:

- 1. Safekeeping and administration of financial instruments for the account of Clients, including custodianship and related services such as cash/collateral management
- 2. Granting credits or loans to an investor to allow him/her to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction
- 3. Foreign exchange services where these are linked with the provision of investment services

Financial Instruments:

The Company shall be offering the above investment services, in respect of the following financial instruments:

- 1. Transferable securities
- 2. Money-market instruments
- 3. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- 4. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
- 5. Financial contracts for differences (for differences in relation to MiFID instruments, currencies, interest rates or other financial indices)

The Company will not engage in cash transactions on behalf of clients in the Foreign Exchange market.

Introduction

The present Withdrawal Policy of IFCM CYPRUS LIMITED (former Infin Markets Ltd) constitutes a legal requirement under its regulation by the Cyprus Securities and Exchange Commission ("CySEC") and details the procedure of withdrawing funds by the Company's clients.

All Clients of the Company can withdraw money from their trading accounts at any time, provided they meet their obligations under the Client Agreement which is publicly available on the website and mandatory to be accepted before the Client's registration.

The Client of the Company is fully informed about the status of its request at all times.

Each Client wishing to withdraw funds must strictly follow the below procedure/steps. Withdrawal of Clients' funds is dealt with electronically.

Procedure for Withdrawals

1. First, the Client must log in to the Company's webpage and identify himself by entering his previously registered email address and the password chosen in the special login form.

2. The second step is to open the "Withdrawal Request Form", select the "Accounts" tab and choose a trading account they wish to withdraw funds from (if the Client has multiple accounts). Then, the Client must choose the withdrawal option available.

3. The third step is for the Client to fill in and send the withdrawal request with the parameters/information as specified in the withdrawal procedure which can be found on the <u>website</u>.

Responsible department

All withdrawal requests are dealt with and processed by the Back-Office Department during its working hours (Monday - Friday, 07:00 – 19:00 CET) in a timely fashion and within 48 working hours following the withdrawal request.

Clients can see their filled in requests under the "Requests" Tab, "Withdrawals" section and also to check the status of their request as follows:

- Active request is not yet not attended
- **Processing** request is being considered
- **Performed** request has been executed
- **Rejected** request has been rejected, see manager's comments
- Cancelled request has been canceled by the account holder

Withdrawal requests can only be cancelled by Clients while the status of the request is "Active".

Clients' withdrawal requests will be received by the Back-Office Department electronically through the Company's on-line Manager Terminal.

As soon as a withdrawal request is received from the Client through the website, or if not possible, either by phone, fax, e-mail or in person, it is carefully checked and verified for proper completion. Then, the Back-Office Department will ensure that the withdrawal request includes all necessary information and the following confirmations:

- All required withdrawal details are in place (e.g. bank or payment system account identifier, withdrawal sum, the account number with the Company).
- The Client must be eligible to withdrawal according to the Company's policy (sufficient free margin in their trading account, properly filled out application, full identification documents in place).

The approval of a withdrawal request depends on the amount requested by the client:

- Withdrawals up to USD 5,000 are signed and executed by the relevant responsible person of the Back-Office Department
- Withdrawals between USD 5,001 and USD 10,000 are signed and executed by (1) the relevant responsible person of the Back-Office Department and (2) by an additional administrator of the Company
- Withdrawals over USD 10,001 are signed and executed by (1) the relevant responsible person of the Back-Office Department, (2) an additional administrator of the Company and (3) by a Managing Director.

The Client accepts that the withdrawal of the funds shall be processed via the same method of transfer and the same remitter as the ones the Company originally received the funds from. It is noted that the company reserves the right to deduct any transfer fees that may occur from third parties during the transfer. This may include bank fees, commissions from payment processors.

Transfers

Transfers could be performed only to the designated Client account. Withdrawal funds can only be transferred to an account under the Client's name; any other transfer of funds to third parties or anonymous accounts is strictly prohibited. Using the systems of electronic money to withdraw money from the trading account is possible only on that account which is specified by the Client and which bears the Client's name. Such forms are filled out during the opening of the account and the Client's registration in system.

The Company reserves the right to decline a Client's withdrawal request in which the Client is requesting for a specific transfer method and to suggest an alternative way.

Withdrawal rejection

The Company reserves the right to reject a withdrawal request if it deems that it may not be legitimate, in case the Client has not provided the Company with the required supporting documentation, or in case the client does not meet any other obligation under the Client Agreement. Under such circumstances, the Company may decide to disable the Client's account until the Client complies with the requirements.

<u>Charges</u>

For the transfer of funds, the Client pays a commission to the third party (bank, payment system, etc.), which the Company can withdraw from his trading account. No additional fees shall arise from the withdrawal of funds, except the normal fee imposed by third parties (bank, payment system, etc.).

Record Keeping

Following the execution of the withdrawal, the Back-Office Department records the transactions in the Company's cash account ledger and files the documentation for each transaction recorded after a reference is made into the ledger.