

## WITHDRAWAL, REFUND & DEPOSIT POLICY OF XTB INTERNATIONAL LIMITED

XTB International Limited ("the Company") established this Withdrawal, Refund & Deposit Policy for the purpose of ensuring satisfaction of the Company's clients ("Clients"), reducing legal and financial risks for the Company and in an attempt to counteract money laundering, financing of terrorism, fraud and any other illegal activity as per applicable law and regulatory requirements.

### 1. SPECIFICITY OF THE TERMS HEREIN

- 1.1. All the rules, terms and regulations contained in this document are to be considered as applying without prejudice to General Terms & Conditions for the provision of services binding a customer and XTB International Limited.
- 1.2. No provision contained herein shall be construed to limit XTB International Limited's ability to manage, limit and respond to behavior that in XTB's sole view could be, or pose the risk of being criminal, otherwise illegal or detrimental to XTB.

### 2. WITHDRAWALS

#### WITHDRAWAL REQUESTS

- 2.1. Withdrawal requests should be submitted by Clients online via the Client Office. Upon selecting the withdrawal option, a bank account should be added for the purpose of the withdrawal of funds. Clients should complete the account details and attach a supporting document.
- 2.2. In line with applicable regulations as well as for the safety of our Clients XTB verifies the bank account before processing the withdrawal.
- 2.3. The following conditions need to be met by the Client upon submitting a withdrawal request:
  - A. Clients should provide a bank statement, outgoing transfer confirmation or bank reference letter containing the following information:
    - client's full name (including first and last name)
    - bank account number
    - issue date (the document's should be issued within the last 3 months)
    - bank details (including name and country)
  - B. Provide an IBAN number (if applicable)
  - C. The withdrawal amount shouldn't exceed the Free Margin on the Client's account.
  - D. XTB reserves the right to request additional information should it see it necessary to process the verification according to best industry standards and regulatory needs.
- 2.4. XTB verifies the Client's bank account only during the first withdrawal. For any subsequent withdrawal requests funds are sent to the already registered bank account; unless a Client wishes to withdraw the funds to a different account, then the verification process needs to be repeated.
- 2.5. In the event that the client's bank refuses to accept the funds transferred by XTB due to the client's withdrawal request, and subsequently returns the funds to the client's account, the client shall bear responsibility for any costs or changes associated with the return of the funds. XTB shall not be held liable for any losses incurred as a result of this occurrence.

#### BENEFICIARY OF FUNDS

- 2.6. Withdrawal of funds can only be made to the bank account whose beneficial owner is the same as the holder of the trading account. The Company will not proceed with withdrawals to third party or anonymous accounts.

#### REQUESTS FOR FURTHER INFORMATION

- 2.7. The Company reserves the right to review its Client's trading account, account history, supporting documentation and to request additional information prior to completing any withdrawal request. If necessary, the Company can contact the Client with further queries. In this case, the withdrawal request should be put on hold by the Company until the outstanding matters are resolved. The Client will be informed accordingly.

### 3. REFUNDS & RETURN OF FUNDS

#### REFUND REQUESTS & RETRIEVAL OF PAYMENTS

- 3.1. Client undertakes not to submit a request to return already credited funds both during and after the use of the Company's services. In case the Company receives such a request, the Company reserves the right to block Client's access to the Client Office.
- 3.2. Upon depositing funds, Client undertakes not to submit an application for retrieval of payment (chargeback) via the payment provider or supplier, both in time and after completion of the use of the company services. Nevertheless, if the Company receives such a request, we reserve the right to block the Client's access to the Client Office, freeze the current balance on the Client's account, as well as send money back to the source, following the termination of all services.

#### BACK TO SOURCE RETURN OF FUNDS

- 3.3. The Company may choose to return Client's funds back to the source from which they were received for any reason and at any time.
- 3.4. The funds may be returned to the original source instead of the destination provided by the Client in a withdrawal request.
- 3.5. Should returning the funds back to the original source not be possible, when the Company sees it as necessary, the Client will be obligated to provide all the necessary documentation to the Company sufficiently showing that both the source as well as the desired destination of any funds transfer belong to the Client.
- 3.6. If a situation arises in which the Company retains doubts as to the origin or destination of funds, in order to prevent proceeds of crime or funds related to funding terrorist activities from being released further into financial network they may be released into a court deposit pending decision by relevant authorities as to the operations in question.
- 3.7. If the source of money or activity of the Client raises a suspicion of potential money laundering, the Company has the right to block Client's access to the Client Office, suspend trading activity on accounts, cancel deposit/withdrawal requests or return funds. In particular, when the Company classifies Client's activity as not relevant or not consistent with the normal purpose of using Company's services, the Company has the right to act according to this document without prior notice.
- 3.8. The Company may return Client's funds received via any payment method for any reason, including if no activity was recorded on the client's trading accounts within a specific timeframe, per the company's discretion. In this case, funds will be returned back to the same source as used to make a deposit.

### 4. DEPOSITS

- 4.1. Funds should be deposited by Clients from a source where the beneficial owner of the funds is the same as the holder of the trading account.
- 4.2. XTb reserves the right to request from a Client a confirmation of being a beneficial owner of the funds deposited at any time before funds can be credited into a trading account, regardless of the payment method. Failure to provide the requested proof may result in rejection of the deposit and returning them to the remitter deducting any transfer fees or other charges incurred by XTb.
- 4.3. XTb reserves the right to ask Clients to provide a scanned color copy or a photo of both the front and back pages of a credit card used for deposits. Clients should cover part of the number shown on the card so that only the first and last 4 digits are visible as well as cover the CVV number from the back of the credit card. In order to protect the integrity of the financial system, XTb takes great precautions when dealing with security alerts for credit card payments. For this reason, although XTb strives to credit Clients' credit card deposits as soon as possible, it cannot be guaranteed that the funds will be credited immediately after the depositing, as in some cases additional verification of payments might be required.
- 4.4. Deposits can be made online via the Client Office. Upon selecting the deposit option, a selection of deposit methods will be available to choose from. Some of these options, however, might not be available if Client's funds originate from a country other than the country of Client's residence as declared and recorded on Client's Account.
- 4.5. XTb reserves the right to reject any funds originating from a country other than declared by the Client country of residence.
- 4.6. XTb reserves the right to reject any funds originating from an institution that XTb finds as failing to comply with the international AML standards and requirements.
- 4.7. Clients who do not provide a valid proof of address document during the onboarding process will be permitted to deposit funds up to a cumulative limit of \$5,000 USD. Once a Client's total deposits reach \$5,000 USD, submission of a valid proof of address document will become mandatory. No additional deposits will be accepted until the required documentation has been received and formally approved. To avoid any interruption to deposit activity, we strongly recommend submitting the proof of address document in advance.
- 4.8. XTb will not be liable for any losses incurred as a result of rejecting deposits or delays in processing of Clients' deposits, including and not limited to payments made to cover on-going margin requirements. It is the sole responsibility of Client to ensure the trading account has sufficient funds to cover any margin requirements.

## 5. FINAL PROVISIONS

- 5.1. Payment by credit/ debit cards powered by Ecommpay will be processed on behalf of the Company by a firm belonging to XTB group- **XTB Services Limited**, a company, with registered address at Pikioni 10, Building: Highsight Rentals Ltd, 3075, Limassol, Cyprus.
- 5.2. Any improper use of the Company's services, including misrepresentation of the source and usage of funds, will be viewed as a breach of the Agreement. In the event of such an occurrence, the Company has the right to block the Client's access to the Client Office, suspend the trading activity on the account, cancel any deposit/ withdrawal disposition, as well as execute a complete return of funds. In order to ensure a proper response to a breach, the Company also reserves the right to work within this document without prior notice.
- 5.3. In the case of deposits that are made by the Client in a currency other than the Base Currency, the sending/receiving bank may convert the funds into the Client's Account Base Currency and the Client will be liable for any charges incurred in connection with the currency conversion. XTB will not be responsible for the exchange rate applied by the banking institution nor for the losses incurred as a result of unfavorable exchange rate.
- 5.4. In the case of withdrawal requests by the Client to a bank account held in a currency other than the Client Base Currency, the sending/ receiving bank may convert the funds into the currency in which the Client's bank account is held and the Client will be liable for any changes incurred in connection with the currency conversion. XTB will not be responsible for the exchange rate applied by the banking institution nor for the losses incurred as a result of unfavorable exchange rate.
- 5.5. Any changes to this document do not constitute changes to the Terms of Provision of Service and need not be notified before being enacted.