

Return Policy

1. General provisions

- 1.1. This Return Policy is developed by OFG Cap. LLC (hereinafter referred to as the Company) in order to counter illegal trading, financial fraud, money laundering, and is aimed at identifying and preventing fraudulent and other illegal actions in the field of finance both in relation to Clients and the Company, and approves the procedure for performing Non-Trading Operations on accounts of the Client in the Company.
- 1.2. Obligations of the Client:
 - 1.2.1. comply with international and local legislative acts aimed at preventing financial fraud, laundering and legalization of illegally obtained funds;
 - 1.2.2. exclude complicity in criminal financial activities and any illegal Operations using the Personal Account and other services of the Company;
 - 1.2.3. prevent the implementation of financial fraud and other actions that are contrary to international legal acts;
 - 1.2.4. when using the Personal Account, exclude any actions that can hinder the fight against laundering and legalization of money obtained in criminal way.
- 1.3. The Client guarantees the legal origin, legal possession and the right to use the funds transferred by him to the Company's Accounts.
- 1.4. The Company has the right to use the Client's contact information, specified by him during registration and/or changed by him in accordance with the rules established by the Company, for communication with the Client on non-trading operations. The Client agrees to communicate with the Company at any time.
- 1.5. The Company reserves the right to establish the nature of non-trading operations, as well as to suspend such operations until the causes of their occurrence are clarified and the investigation is completed.
- 1.6. In accordance with this Policy, the Company has the right to request from the Client copies of an identity card, bank cards, payment and other documents confirming the legal possession and legal origin of funds, in order to establish the nature of non-trading operations.
- 1.7. If suspicious non-trading operations are identified, the Company has the right to:
 - 1.7.1. refuse the Client to perform these operations;
 - 1.7.2. limit the withdrawal of funds from the Client's account in any way at the discretion of the Company;
 - 1.7.3. to return the credited funds from the Client's account to the accounts from which the funds were received to the Company's account;
 - 1.7.4. close the Client's account and refuse to provide the service;
 - 1.7.5. The Company has the right to charge the Client with a commission for servicing the account in any case of using the Client's account for other

purposes, as well as if the Client fails to perform trading operations within the period established by the Company or in the period from opening to closing the trading account;

1.7.6. write off from the Client all commissions and other costs associated with the performance of a dubious non-trading operation;

1.7.7. close the Client's open positions, fixing the financial result;

1.7.8. block the access to the trading account until the circumstances due to which the operation was recognized by the Company as doubtful are eliminated.

1.8. Refusal to conduct dubious non-trading operations, as well as termination of the Agreement with the Client in connection with the identification by the Company of dubious non-trading operations are not considered as grounds for the emergence of civil liability of the Company for failure to fulfill obligations under this Agreement.

1.9. The Company has the right to close the Client's account in the following cases:

1.9.1. if the Client does not carry out any operations on his trading account for 6 (six) months in a row and/or there are no funds on his account;

1.9.2. if the Client does not conduct any operations on his trading account for 3 (three) years in a row, regardless of the availability of funds on the Client's trading account, and at the same time the Company has performed the necessary and sufficient actions to contact the Client and / or his heirs and / or legal representatives by all means available to her, but to no avail. The Client's inaction during the specified period is equated to the Client's refusal from this Agreement and all property (monetary funds) due to him under this Agreement;

1.9.3. in other cases, provided for by this Policy and the Agreement.

1.10. When the Client submits an "Instruction for Withdrawal of Funds", defined in section 4 of this Policy, in the conditions of non-completion of trading operations until the moment the relevant Instruction is submitted, the Company has the right to charge the Client an additional commission for non-trading operations in the amount of 2% of the amount of withdrawn funds.

1.11. Tariffs for account management services are published on the Company's Website <https://www.esperio.org/> and in the Personal Account.

1.12. If the Client is refused to be served or to conduct operations on a specific trading terminal, the Company has the right to limit the withdrawal of funds from the Client's account in any way, at the discretion of the Company.

2. Criteria for identifying and signs of suspicious non-trading operations

2.1. A non-trading operation may be recognized by the Company as doubtful in the following cases:

2.1.1. Abuse of crediting and/or debiting Funds to the Client's account and/or from the Client's account, including without making trading operations on the Client's account;

- 2.1.2. non-standard nature of operations without obvious economic sense or obvious legitimate purpose;
 - 2.1.3. the presence of circumstances indicating the commission of operations for the purpose of laundering proceeds from crime or financing terrorism;
 - 2.1.4. failure by the Client to provide, within the period established by the Company, information for his identification, or the provision of false information and / or the impossibility of communication interaction with the Client at the addresses and telephone numbers indicated by him;
 - 2.1.5. providing forged or invalid documents, as well as documents of inadequate quality (only color scanned copies of documents are accepted, black and white scanned copies, unreadable images and photographs of documents are not accepted);
 - 2.1.6. absence at the location of the legal entity of its permanent management body, other body or person entitled to act on behalf of the legal entity without a power of attorney;
 - 2.1.7. failure by the Client to provide information to identify the beneficiary (ultimate beneficiary), that is, the person for whose benefit the Client acts (in particular, on the basis of an agency agreement, agency agreements, commission and trust management) at the request of the Company;
 - 2.1.8. non-provision by the Client of information and documents requested by the Company, including on the financial condition of the Client - a legal entity and / or beneficiary (ultimate beneficiary).
- 2.2. The criteria for identifying and signs of suspicious operations specified in this section of the Policy are not mandatory or exhaustive. A non-trading operation may be recognized by the Company as doubtful based on an analysis of the nature of the operation, its components, accompanying circumstances and interaction with the Client or his representative, even if there are formally no criteria and signs specified in this section of the Policy. The principle of identifying these operations is their subjective assessment by the Company.
- 2.3. If suspicious non-trading operations are identified, the Company independently decides on further actions in relation to the Client, his trading and non-trading operations.

3. Crediting funds to the Client's Account

- 3.1. Top up of the Client's account is possible by transferring funds to the accounts of the Company or to the accounts of payment agents authorized by the Company. A complete list of authorized payment agents and their bank details are posted in the Personal Account and on the Company's Website.
- 3.2. The transfer of funds by the Client to the Company's accounts must comply with the requirements and take into account the restrictions established by the laws in force and other legal acts of the states under whose jurisdiction this transfer falls.
- 3.3. The Client is obliged to check the details of the Company in the Personal Account before each transfer.

- 3.4. The Client is solely responsible for the correctness of payments made by him.
When changing the Company's bank details from the moment the new details are published in the Personal Account, the Client is solely responsible for payments made using outdated details.
- 3.5. The Client can make a bank transfer to the Company's bank account indicated on the Client's page in the Personal Account only from his personal bank account or make a payment on his own behalf (without opening a bank account).
- 3.6. The Company reserves the right to refuse to credit the funds received to the Company's account with the purpose of payment that differs from that indicated on the Client's page in the Personal Account. In this case, the Company sends the funds back to the account from which they were transferred. All costs associated with this transfer are paid by the Client.
- 3.7. The company reserves the right to request additional documents when depositing funds to a trading account. If the payment was received from a bank card, the Company has the right to require the provision of a scanned image (scanned copy) of that card, as well as bank statements confirming the deposit of funds using the corresponding bank card. If, in accordance with the requirements of this paragraph, a scanned copy of a bank card is submitted for its safe transfer, the following requirements must be observed:
 - 3.7.1. on the front side, cover the card number, leaving only the first six digits and the last four.
- 3.8. The Client understands and agrees that the Company is not responsible for the timing of payments and for the circumstances that led to a technical failure during the transfer, if they arose through no fault of the Company.
- 3.9. The Company credits the amount credited to the 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 are paid by the Client.
- 3.10. The currency in which the Company accepts transfers for crediting to the Client's account is indicated in the Client's Personal Account.
- 3.11. The conversion rate, as well as other costs associated with the transfer of funds, are published in the Client's Personal Account and may be changed at the discretion of the Company.
- 3.12. Crediting of funds to the Client's account, not directly related to compensation payments, is made in the following cases:
 - 3.12.1. crediting to the Company's accounts specified in the Personal Account of the amounts transferred by the Client;
 - 3.12.2. transferring funds to the Client's account from another account of this Client opened with the Company within one account between any trading terminals;
 - 3.12.3. return to the Company's accounts of funds previously transferred to the Client, if the Client could not be contacted to promptly resolve the problem situation in order to receive funds by the Client.

- 3.13. Funds are credited to the Client's account within the following terms:
- 3.13.1. In case of the top up of the Client's account by transferring funds to the Company's account or payment agents' account it is no later than the end of the next business day from the date of receipt of funds to the Company's account or payment agent's account, if the payment document contains all the data necessary for identification payment. The Company is not responsible for the timeliness and correctness of the transfer of funds transferred by the Client using the details other than the details published in the Personal Account. If the Client uses instant account top up funds (account top up cards), as well as international payment systems VISA, MasterCard and others to top up the Client's account, after the end of the business day on Friday, the funds can be credited before the end of the first hour of the next business day;
 - 3.13.2. In case of top up of the Client's account by transferring funds from another Client's account ("Instruction for internal transfer of funds of the Client") - within the general terms of consideration of the application for withdrawal of funds.
- 3.14. If the funds sent by bank transfer have not been credited to the Client's account within 6 (six) Business Days from the date of the transfer, the Client has the right to send a request to the Company through the ticket system in the Personal Account with the provision of documents confirming the fact of the bank transfer (payment instructions, copies of documents (swift), etc.).
- 3.15. Based on the request received from the Client, the Company conducts an investigation in order to resolve the situation specified in this Policy. The Client understands that the investigation may entail commission costs, which will be paid at the expense of the Client. The method of payment of expenses is decided on an individual basis and can be carried out both by transferring the required amount to the Company's accounts, and by debiting the amount from the Client's account.
- 3.16. Depending on the results of the internal investigation, the Company takes one of the following actions:
- 3.16.1. If it is determined that the funds have not been credited to the Company's account, the Company completes the investigation and notifies the Client of its result. The Client has the right to contact the bank through which the bank transfer was made for further study of the circumstances specified in this Policy. The Company is not responsible for disputes and conflicts arising between the Client and the bank in connection with the latter's bank transfer.
 - 3.16.2. If the Company establishes the fact of receipt of funds to its account, the Company completes the investigation and credits the funds to the Client's account.

4. Withdrawal of Funds from the Client's Account

- 4.1. The Client has the right at any time to dispose of all or part of the funds on the Client's account by sending the Company an "Instruction for the Withdrawal of Funds" from the Client's account or an "Instruction for the internal transfer of funds of the Client" to another account of the Client. The Instruction must contain

an indication of the Client to Write off the Funds from the Client's account or an instruction to transfer funds to another Client's account opened with the Company, subject to the following conditions:

- 4.1.1. The Client's Instruction to Withdraw Funds is carried out only in the amount of realized profit, that is, the profit that is in the Balance of the trading account. Instructions for an amount less than or equal to the fee for debiting are not accepted for execution. The Company has the right to reject such Instruction.
- 4.1.2. The Client's Instructions for the Withdrawal of Funds from his Client's account must comply with the requirements and take into account the restrictions established by the laws in force and other legal acts of the states under whose jurisdiction this transfer falls.
- 4.1.3. The Client's Instructions for Withdrawing Funds from the Client's account must comply with the requirements and take into account the restrictions established by this Policy, as well as the Agreement signed between the Client and the Company.
- 4.2. The execution of the "Instruction for Withdrawal of Funds" from the Client's account by transferring funds to the Client's account can be carried out by a payment agent authorized by the Company.
- 4.3. The Client issues an "Instruction for Withdrawal of Funds" from the Client's account or an "Instruction for an internal transfer of Client's funds" to another Client's account in the currency of the Client's account. If the currency of the Client's account differs from the currency indicated in the Instruction for Withdrawal of Funds, then the debited amount will be converted by the Company into the currency indicated in the Instruction.
- 4.4. The currency in which the transfer is made, the conversion rate, the size of the commission and other costs, as well as the minimum and maximum amounts of debiting funds are determined by the Company depending on the method of debiting funds used and are indicated in the Personal Account.
- 4.5. The Client understands and agrees that all commissions and other costs associated with the implementation and passage of the method of withdrawal chosen by him are paid at the expense of the Client.
- 4.6. The funds are debited from the Client's account if the Company receives an "Instruction for Withdrawal of Funds" from the Client's account or an "Instruction for the internal transfer of funds of the Client" to another account of the Client.
- 4.7. An instruction is considered accepted by the Company if it is executed and displayed in the Personal Account. An instruction executed in any other way is not accepted by the Company for execution.
- 4.8. All applications for withdrawal of funds, regardless of the method and amount of withdrawal, are considered within up to seven working days. In exceptional cases, the Company reserves the right to extend this period by notifying the Client in advance, including, but not limited to, if the Company has reason to believe that the operation being performed is unusual, does not make economic sense, the

information provided by the Client is unreliable, in cases of lack of communication with the Client using the contact details specified during registration and / or later changed contact information, as well as during the time of elimination of technical failures, non-market quotes or an ongoing investigation in relation to the Client's trading for violations of this Policy and other agreements.

- 4.9. The Client can issue an "Instruction for Withdrawal of Funds" to a bank account, to electronic wallets, to a mobile phone or a Visa/MasterCard bank card, provided that they are registered only in his name. The corresponding "Instructions for Withdrawal of Funds" issued to a bank account of third parties, to electronic wallets of third parties, to a mobile phone of third parties or a bank card Visa / MasterCard of third parties are not accepted by the Company for execution.
- 4.10. The Company may set the methods of withdrawal of funds available to the Client at its own discretion, including refusing a specific method, providing another one, having previously notified the Client. If funds were deposited to the Client's trading account using a bank card, the Company has the right to require the provision of a scanned image (scanned copy) of the card, as well as bank statements confirming the deposit of funds using the corresponding bank card. If, in accordance with the requirements of this paragraph, a scanned copy of a bank card is submitted for its safe transfer, the following requirements must be observed:
 - 4.10.1. on the front side, cover the card number, leaving only the first six digits and the last four.
- 4.11. The Client can issue an "Instruction for the internal transfer of the Client's funds" to another Client account registered in his name, opened within one account of the Personal Account. "Instruction for the internal transfer of funds of the Client" to the accounts of third parties is not accepted for execution by the Company.
- 4.12. The Client understands and agrees that when funds are debited from the Client's account by means of the "Instruction for Withdrawal of Funds", funds can only be credited to the following accounts:
 - 4.12.1. to electronic wallets used by the Client to top up the Client's Account;
 - 4.12.2. to Visa/MasterCard bank cards that were used by the Client in order to top up the Client's account (when used for debiting a Visa/MasterCard bank card).
- 4.13. Transfer of funds to the Client's account is carried out in the following order:
 - 4.13.1. in case of transferring funds to a bank account it is on the next business day after processing the instruction, unless a different period was specified by the Company when placing the instruction for transfer by the Client in the Personal Account;
 - 4.13.2. in case of transferring funds via electronic payment systems or to a mobile phone number or to a Visa/MasterCard bank card it is on the day the instruction is processed;
 - 4.13.3. to the Visa/MasterCard bank card used by the Client to top up the Client's account.

- 4.14. The Client has the right to send a request to the Company for an investigation if the funds debited by the Company from the Client's account through the "Instruction for Withdrawal of Funds" have not arrived to the relevant Client's accounts within the following terms:
- 4.14.1. Within 6 (six) business days when sending funds by bank transfer.
 - 4.14.2. Within 2 (two) business days when sending funds to e-wallets, mobile phone or Visa/MasterCard.
- 4.15. The Company has the right to provide the Client with a copy of the payment instruction or statement confirming the debiting of funds and their transfer to the Client's account. The Client understands and agrees that the investigation and preparation of all documents necessary for the investigation may result in commission costs for the Company, which will be reimbursed at the expense of the Client. The method of payment of expenses is decided in relation to each Client individually and can take the form of both transferring the required amount to the Company's account, and debiting the amount from the Client's account.
- 4.16. If, as a result of the investigation conducted by the Company, it is established that the Company is guilty of not crediting funds to the Client's account, the Company undertakes to reimburse the Client for the amount of collected commission costs.
- 4.17. If, when issuing the "Instruction for Withdrawal of Funds" in the details, the Client made a mistake that resulted in non-crediting of funds to the Client's account, the commission for resolving the situation and all financial risks will be paid at the expense of the Client.
- 4.18. The Client has the right to cancel a previously made instruction by submitting an application to the Company to cancel this instruction. Cancellation of an instruction by the Client is possible if, in the application for cancellation, the Client absolutely definitely formulates what kind of instruction is considered canceled. The Client has the right to cancel a previously submitted Instruction until it is processed by the Company in accordance with the terms specified in this Policy.
- 4.19. The Client has the right to withdraw the funds in respect of which the "Instruction for Withdrawal of Funds" was sent to him. The specified response can be sent before the receipt of funds to the Client's Account. The Client is obliged to accept everything executed by the Company and / or the organization servicing the account (accounts) of the Company, and pay the Company for the services rendered and the costs incurred in connection with the execution of the instruction.