

## 1. WITHDRAWALS

1.1. If we hold an amount of money on an Account pursuant to Clause 7.1.1 of these Terms & Conditions, you may make a request to withdraw money from that Account up to your Account Value from that Account, subject to the other provisions of the Agreement and Applicable Law. You may request the details of withdrawal from our client management team. Please note that withdrawals will only be made by direct transfer to a verified source from which you have previously made a payment to us (such as a bank or building society account or credit card account) and only in your name. Unless there are exceptional circumstances, we will not deviate from this standard operating procedure.

1.2. Unless we agree otherwise or to comply with Applicable Law, we will only accept a request for a withdrawal of money from an Account that is given directly by you or an Authorised Person in relation to an Account in accordance with clause 5.2 of these Terms & Conditions (other than a person acting pursuant to a limited power of attorney or limited appointment of agent).

1.3. Withdrawals of money from your Account will only be made in the Account Currency. In addition, withdrawals of money from your Account will only be processed by us where the destination for the money being withdrawn is the same as the origin of your payments made under Clause 8.3 of these Terms & Conditions, unless (and subject to our prior approval) we are notified otherwise in writing.

1.4. We may in our sole and reasonable discretion refuse or delay giving effect to your request for a withdrawal of money from your Account (in whole or in part), including as a result of any request to close that Account under Clause 13.1 of these Terms & Conditions if any of the following apply (or, where applicable, we reasonably consider that they apply):

a) on any calendar day, where you have already made five (5) withdrawal requests on that Account;

b) the money is required:

i. to cover any realised losses or net unrealised loss in respect of your Trades on that Account;

ii. to ensure that your Account Value taking into account any unrealised loss is greater than zero;

iii. to meet a payment obligation on that Account that is due or reasonably likely to fall due within the next five (5) business days;

iv. to make a Deduction (under Clause 11 of these Terms & Conditions) or exercise our right of set-off (under Clause 10 of these Terms & Conditions) or to cover any other fees or costs payable in respect of that Account in accordance with the Agreement or Applicable Law (including, but not limited to, any fees for market data or for tax purposes);

v. under Applicable Law or we reasonably suspect that there has been a breach of Applicable Law;

- c) there is an unresolved or a potential dispute between us and you in connection with the Agreement, including where you have breached the Agreement or we know or reasonably suspect that you may breach the Agreement; or
- d) we know or reasonably suspect that the instruction has been provided by an Authorised Person acting pursuant to a limited power of attorney or limited appointment of agent, and
- e) we will (except in some cases where (d) above applies) notify you as soon as reasonably practicable if we decide to refuse or delay giving effect to your request for a withdrawal.

## 2. REFUND POLICY

2.1. FX NextGen does not refund you for any payments made unless you request for a refund due to fraudulent misuse of your credit card.

2.2. Any processing fees resulting from a refund under Clause 8.5.1 of these Terms & Conditions shall be borne by you.

2.3. Except as expressly provided by this refund policy, neither FX NextGen nor our Associates shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in the FX NextGen Platform.