

**Xion Investments
(‘Company’)
Licence Number: GB24203975**

WITHDRAWAL POLICY

PRIVATE & CONFIDENTIAL

V 1.0

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Xion Investments (“The Company”), bearing License No. GB24203975 and Company No. 216809 GBC, has its registered office at c/o Legacy Capital Co Ltd, Suite 201, 2nd Floor, The Catalyst Avenue, Ebene Cybercity, 72201, Mauritius.

1. PURPOSE AND SCOPE

This Withdrawal Policy ('Policy') establishes the framework and procedures governing the withdrawal and refund process for clients of the Company. It is designed to ensure transparency, efficiency, and fairness in handling all client requests while safeguarding the integrity of the Company's operations. This Policy forms an integral part of the Investment Dealer Client Agreement, and all provisions herein should be read in conjunction with the terms and conditions set out in that agreement. Any capitalized term not expressly defined in this Policy shall have the meaning ascribed to it in the Investment Dealer Client Agreement.

Additionally, this Policy is to provide clear rules and procedures for the submission, review, approval, and execution of withdrawal requests. It aims to protect the rights and interests of both the Company and its clients by ensuring that all withdrawal instructions are processed promptly, subject to the completion of required verifications, and in compliance with applicable laws and regulations, including anti-money laundering and counter-terrorism financing (AML/CFT) obligations.

By following this Policy, the Company seeks to maintain a high standard of service while upholding regulatory obligations and ensuring that the withdrawal process remains secure, transparent, and client-focused. Clients are encouraged to review this Policy carefully and contact the Company for any clarifications or assistance before submitting a withdrawal request.

2. LEGAL AND REGULATORY FRAMEWORK

- (i) *Financial Services Act 2007 (FSA)*: Requires investment dealers to safeguard client funds and operate only within the scope of their FSC licence.
- (ii) *Securities Act 2005 and Rules*: Requires prompt confirmation of transactions, accurate statements, and proper record-keeping of client funds.
- (iii) *FSC Licensing Conditions for Investment Dealers*: Require segregation of client funds, adequate internal controls, and proper reconciliation.
- (iv) *Securities (Record Keeping) Rules 2023*: Prescribes the manner and period for retention of withdrawal records.
- (v) *AML/CFT Legal Framework*: Withdrawals must be subject to due diligence, sanctions screening, and suspicious transaction reporting obligations.

3. WITHDRAWAL PROCEDURE

Clients may request withdrawals of funds held in their trading accounts, provided that such funds are not subject to any restrictions, outstanding obligations, or pending verification processes. Withdrawal requests must be submitted through the Company's official channels, including but not limited to the secure client portal or any other authorized communication platform made available by the Company. The Company

reserves the right to reject or delay requests that are incomplete, inconsistent with client records, or suspected of fraudulent activity.

All withdrawal requests will be processed within the timeframe specified in the Investment Dealer Client Agreement or as otherwise notified to the client. Processing times may vary depending on the withdrawal method selected, the volume of requests, banking procedures, or any compliance checks required. The Company shall not be held liable for delays attributable to third-party payment providers, financial institutions, or unforeseen circumstances beyond its reasonable control.

Withdrawals are subject to all Applicable Regulations, the Company's Client Services Agreement and conditions attached to relevant transactions made under any bonus scheme provided by the Company from time to time. Money may be withdrawn from your Trading Account provided it is not being used for margin purposes or otherwise owed to the Company. Upon approval, withdrawal requests will be processed and sent to the same bank, credit card, or other source for execution as soon as possible. Note that some banks and credit card companies may take time to process payments, especially in currencies involving a correspondent bank.

3.1 WITHDRAWAL OF FUNDS PROCESS

- (i) All withdrawal requests may be submitted online via the Client Portal, accessible through the Trading Platform or the Company's website, or by email from the Client's registered and verified email address.
- (ii) If the Client chooses to submit a withdrawal request via email, it should be sent to the following Company email address: support@xioninvestments.com.
- (iii) The Client must ensure that the request contains all required information in a complete and accurate manner:
 - a) **Name of the Beneficiary:** The beneficiary's name must match the Client Account as recognized by the Company.
 - b) **Withdrawal Method Details:** Include full bank account or credit card information. The Company will only process a refund to the same source from which the original deposit was made.
 - c) **Supporting Documents:** Any documents the Client considers necessary to facilitate the withdrawal/refund request.
- (iv) To minimize the risk of a Margin Call, the Client must ensure that their account remains compliant at the time the withdrawal request is submitted and until it is fully executed by the Company.
- (v) Before processing or executing any refund request, the Company will review the Client Account, its transaction history, and all relevant supporting documents.
- (vi) The Company reserves the right, at its absolute discretion, to request any additional information or documents it deems necessary to mitigate risks associated with processing or executing the withdrawal/refund request.
- (vii) If the Client provides information that is inaccurate or incomplete, or fails to provide additional information or documents within a reasonable timeframe as requested by the Company, the Company reserves the right, without prior notice, to either cancel the refund request or place it on hold until the Client supplies the required information or documents necessary to proceed.
- (viii) If the Company cancels a refund request, the Client may submit a new refund request at any time.
- (ix) The Company will process refund requests in accordance with the Investment Dealer Client Agreement. Refund requests that do not comply with the Investment Dealer Client Agreement—such

as those where the beneficiary is a third party or where the beneficiary account is anonymous—will not be accepted.

The Client must ensure that all required KYC documentation, including the Declaration of Source of Funds and, where applicable, supporting evidence of the source of funds, has been submitted. Only upon receipt of these documents will the Company process any refund.

Note: No Cash Withdrawals: Withdrawals are strictly via regulated banking channels; physical cash withdrawals are prohibited.

4. AML/CFT

In compliance with AML/CFT regulations, the Company will process withdrawals only to accounts registered under the same name as the account used for the original deposit. This policy applies to all funding methods, including credit and debit cards, bank accounts, and alternative payment solutions.

The Company reserves the right to decline any request to return funds to a different account, without any obligation to provide justification. In such cases, clients may be required to provide additional information and supporting documents to facilitate the withdrawal process.

5. RETURN OF FUNDS

Funds will be returned to the original bank account, credit card, or other source from which they were debited. In the case of joint accounts, all account holders must complete and submit a withdrawal request form, if applicable.

6. RESTRICTIONS AND REQUIREMENTS

If processing a withdrawal request requires the closure of open positions, the Company will not execute the request until the Client closes those positions. Withdrawal requests that would cause the Client's Margin Level to fall below the required threshold will be declined. If any bonus trading requirements remain unmet at the time of withdrawal, the corresponding bonus amount will be deducted from the Client's trading account in accordance with the applicable bonus terms and conditions. Withdrawals can only be processed to an account held in the Client's name.

7. VERIFICATION

Additional verification documents may be requested at the Company's discretion. The Company reserves the right to decline any withdrawal request if the required documents are not provided in full. Any bank charges incurred in connection with a withdrawal request shall be the sole responsibility of the Client.

8. REFUNDS

Refund requests can be submitted either through your Trading Account or via the email address provided during registration. The Company may, at its discretion, issue a refund and close your Trading Account under specific circumstances, such as failed verification or abusive trading, in accordance with the Client Services Agreement.

Refunds will generally be returned to the original source of deposit. If returning funds to the original source is not possible, you may be required to provide a bank statement for an account in your name. The Company also reserves the right to conduct additional due diligence and request further supporting documentation as necessary.

Refunds will only be considered in exceptional cases, such as erroneous or duplicate payments, and are subject to prior review and approval by the Company's compliance team, if required. All refunds must be returned to the original payment source to ensure compliance with AML/CFT requirements.

The Client must ensure that all required KYC documentation, including the Declaration of Source of Funds and, where applicable, supporting evidence of the source of funds, has been submitted. Only upon receipt of these documents will the Company process any refund.

9. PROCESSING TIMEFRAME

Provided that the refund/withdrawal request is accurate, complete, and supported by all necessary documents, and that the Company is satisfied with the information provided, the refund shall be processed within 1 to 3 Business Days from the date the Company confirms satisfaction with the request and supporting documents.

10. DISPUTE

Any dispute arising out of or in connection with this Withdrawal and Refund Policy shall be initiated by the Client and addressed by the Company. Such disputes will be resolved in accordance with the Investment Dealer Client Agreement and the Complaint Policy under the applicable regulatory framework. The Client is required to first submit the dispute directly to the Company before seeking any other recourse.

11. RECORD KEEPING

All withdrawal requests, approvals, and payment confirmations are documented and stored for at least **7 years** in line with the laws and regulations. Records must clearly show the linkage between client instruction, approval, payment execution, and notification to the client.

12. CLIENT ACKNOWLEDGEMENT

Clients acknowledge that they may be required to provide information and/or documentation regarding the source of funds and/or source of wealth when submitting a withdrawal request or at any point during their relationship with the Company. The latter reserves the right to decline a withdrawal request if the Client fails to provide the required information, or if the Company reasonably suspects that processing the request may result in a breach of applicable anti-money laundering or counter-terrorism financing laws and regulations.

Clients acknowledge that the Company does not guarantee the reversal of any financial transaction under any circumstances and shall not be held liable for any losses resulting from incorrect instructions or details provided for the destination account.

The Company reserves the right to refuse a withdrawal request if it has reasonable grounds to believe that processing the request may result in a negative account balance/ fall below the required margin level or if the account is under a charge-back investigation.

13. CONFIDENTIALITY

All Complaints received will be handled with strict confidentiality, in compliance with the Data Protection Act 2017, and without any risk of 'tipping off'

14. REVIEW AND AMENDMENT

The Company reserves the right to amend or modify this Policy at its sole discretion. However, such amendments will be communicated to the client either in writing or email. The client may at his discretion refuse to accept any new instruction given by the Company and the latter will thereby terminate the Investment Dealer Client Agreement and refund all funds available in his Trading Account, as applicable

This Policy is not exhaustive. Additional conditions or requirements may apply at any time, including those imposed to comply with regulations or to prevent money laundering and the financing of terrorism. Use of the website (if any) and its services is governed by the Investment Dealer Client Agreement and other operative agreements, which may be amended from time to time at the Company's sole discretion.