

## Refund Policy

BroadStone Investments (hereinafter, the «Company») strives to make every Client happy with the provided service. We have therefore created this Refund Policy, which is an integral part of the Client Agreements, in order to prevent disagreements with our Clients:

1. By opening a Client Account on the Company's Website, the Clients agree not to request or demand a refund or chargeback from their bank or credit/debit card provider at any time while or after using Company's services under the terms of the Client Agreements and other policies and conditions posted on the Website, which are an integral part of the Client Agreements. Any attempt by the Clients regarding the mentioned refund/chargeback may be considered as a breach of the Client Agreements.
2. If the Company receives the refund or chargeback for any transaction the Company reserves the rights to freeze the current balance of the Client for the refund amount until the end of proceedings on this issue and send the funds back after all required fees have been charged. The Clients are responsible for covering any reversed payments and/or chargeback fees.
3. The Company reserves the right, at its sole discretion, to refund payments to the Clients, made by any payment system including credit/debit cards, with one day prior notification to the Client. In this case the funds will be refunded back to the same payment system from which the funds were originally received.
4. If the Client used a bank transfer to deposit funds to the Client's Account, the Company shall have the right to reject the deposit of funds transferred by bank transfer to the Company Account in cases where the specified purpose of payment has been changed or in cases where funds have been transferred by a third person on the behalf of the Client. In such cases the Company shall return the funds back to the bank account from which they were transferred. All costs incurred by returning of such transfers shall be at the Client's expense.
5. In cases where the Company receives a payment to the Client's Account from credit/debit card of a third party, the Company shall perform a refund to the credit/debit card from which they were transferred. All costs incurred by such refund shall be at the expense of the Client or such other third party.
6. If there is a reasonable basis to believe or suspect that the origins of Client's funds and/or Client's entire activities are contrary to Company's Anti-Money Laundering Policy (AML policy) or any terms of the Client Agreement and all its integral parts or any law, regulations etc, the Company reserves unilateral rights to deny fund deposit/withdrawal to/from Client's accounts within Company's systems, freeze such funds, block the Client's Account, cancel any payments made and/or return such funds back. The Client shall indemnify for and against the Company's direct and indirect losses/damages which the Company suffers as the result of aforementioned.
7. In case the Company reasonably classifies any of Client's activities as suspicious, inappropriate and/or contradicting the usual purpose of the Company's services usage, with the presence of direct or indirect illegal intent of the Client or without a good faith, the Company reserves the rights to act under this Policy and return funds without giving any prior notification to the Client. In such cases the Client shall indemnify for and against the Company's direct and indirect losses/damages, expenses which the Company suffers as the result of the Client's actions.
8. The Company will not provide any refunds for the Client's losses due to any reasons.
9. The Client may send a written refund request if the Client's account had been deposited into, provided

that the Client has not performed any trading operations or other transactions for more than 14 days. The Company will refund any funds with the same method of deposited payment within a reasonable time. The refund can only be carried out to the Client, who has deposited funds into particular Client's Account. All costs incurred by such refund shall be at the expense of the Client. The refund will be for the full amount, unless other arrangements have been made. All other requests will be considered as withdrawal and will be processed using the usual methods and procedures.

10. In case of detecting any abuses or fraudulent activities by the Client against the Company's policies, the Company reserves the right to decline the Client's request of refund.

11. The refund request should be sent by the Client to

support@venturecoincapital.com with the following details: 1. Full Name

2. Account Number

3. Country of Residence

4. Currency Used

5. Amount of Requested Refund

6. Payment Method

12. This Refund Policy is for informing the Clients that the Company does not provide any refunds unless any of the above occurred.

13. The Company reserves rights to modify the Refund Policy at its discretion, without notice.