



Anti-Money Laundering and Counter-Terrorist Financing Policy

Clause 1: Purpose, Scope, and Regulatory Alignment

This Policy establishes the framework through which the Company safeguards its operations against financial crime, including money laundering, terrorist financing, fraud, tax-related offenses, misappropriation of assets, and other unlawful conduct. Given the Company's involvement in cross-border financial transactions and asset management activities, strict compliance with international, regional, and domestic regulatory requirements is mandatory.

This Policy is designed to ensure that the Company's services are conducted exclusively for legitimate purposes and in accordance with applicable anti-money laundering ("AML") and counter-terrorist financing ("CTF") laws, standards, and regulatory expectations.

Clause 2: Legal Compliance and Regulatory Cooperation

The Company adopts a zero-tolerance approach toward financial crime. Any suspected or confirmed involvement in money laundering, terrorist financing, or related offenses shall result in immediate escalation and appropriate action.

The Company reserves the unrestricted right to cooperate fully with regulatory authorities, law enforcement agencies, financial intelligence units, and supervisory bodies in any jurisdiction where it operates. Such cooperation may include the disclosure of Client information, transactional data, or internal records, where legally required or permitted.

Clause 3: Client Identification and Due Diligence Obligations

As a condition of accessing the Company's services, each Client must undergo identity verification in accordance with the Company's Know-Your-Client ("KYC") procedures. The Company is required to establish and verify the true identity of each Client prior to entering into a business relationship or processing transactions.

Clients acknowledge that failure to complete or maintain KYC verification may result in service restrictions, transaction refusal, or termination of the business relationship.

Clause 4: Source of Funds and Economic Purpose Disclosure

Clients are required to declare and substantiate the lawful origin of all funds deposited, transferred, or otherwise used through the Company's services. Supporting documentation may be requested at any time to confirm the legitimacy of funds and the economic rationale for transactions.

The Company shall retain transaction records for monitoring purposes and reserves the right to withhold access to such records where disclosure could compromise regulatory obligations, investigations, or crime prevention efforts.

Clause 5: Recordkeeping and Regulatory Reporting

The Company, directly or through its appointed service providers, maintains comprehensive records of Client identification data, transactional histories, and compliance documentation for periods prescribed by applicable law.

Where suspicious activity is identified, the Company may submit Suspicious Transaction Reports ("STRs"), Suspicious Activity Reports ("SARs"), or equivalent filings to competent authorities without notifying the Client, as required or permitted by law.

Clause 6: Internal Controls, Audits, and Risk Assessment

The Company maintains internal governance mechanisms, audit procedures, and compliance controls designed to detect, assess, and mitigate AML and CTF risks. These measures include enhanced scrutiny of high-risk Clients, Politically Exposed Persons ("PEPs"), and Clients connected to jurisdictions with elevated financial crime risk.

Risk assessments are conducted periodically and may result in the imposition of additional safeguards, monitoring measures, or restrictions.

Clause 7: Risk-Based Due Diligence Measures

Client due diligence is applied on a risk-sensitive basis. Simplified measures may be applied to low-risk Clients, while enhanced due diligence may be imposed on Clients presenting increased exposure to financial crime risk.

Enhanced measures may include additional documentation requests, transaction limits, intensified monitoring, or independent verification from external sources.

Clause 8: Third-Party Representation and Authority

The Company does not maintain business relationships with anonymous or unidentified persons. Where a third party acts on behalf of a Client, a valid power of attorney and supporting documentation must be submitted and approved in advance.

The Company reserves the right to reject, suspend, or invalidate any third-party transaction that does not meet verification, authorization, or compliance standards.

Clause 9: Refusal, Restriction, and Termination Rights

The Company may refuse to execute transactions or may restrict or terminate a business relationship where a Client fails to provide requested information, submits misleading data, or engages in activity inconsistent with declared purposes.

Such actions may be taken without prior notice where required to comply with legal or regulatory obligations.

Clause 10: Client Risk Profiling and Financial Crime Indicators

In assessing AML and CTF risk, the Company considers multiple factors, including but not limited to:

- *The Client's legal form and ownership structure*
- *Transaction patterns and volumes*
- *Geographic exposure*
- *Business activities and counterparties*

Where indicators suggest links to illicit activity, sanctions violations, or prohibited weapons proliferation, enhanced controls or immediate termination may be applied.

Clause 11: Uniform Application of Verification Standards

Compliance procedures apply uniformly to all Clients, regardless of personal relationships, referrals, or internal affiliations. No exemption from verification or due diligence requirements shall be granted.

Clause 12: Legal Capacity and Eligibility Assessment

Where concerns arise regarding a Client's legal capacity or eligibility to access financial services, the Company may require additional documentation or suspend services pending assessment. In cases of incapacity or non-eligibility, the Company may immediately discontinue the relationship.

Clause 13: Continuous Monitoring and Compliance Review

Client information and transactional behavior are subject to ongoing monitoring throughout the duration of the business relationship. The Company periodically updates risk profiles to ensure alignment with evolving regulatory standards and emerging financial crime typologies.

Clause 14: Client Cooperation Obligation

Clients are required to cooperate fully with all AML and CTF measures implemented by the Company, including responding promptly to information requests and maintaining accurate records. Failure to cooperate may result in account restrictions or termination.

Clause 15: Policy Governance and Amendments

This Policy may be amended, updated, or replaced at the Company's discretion to reflect regulatory developments, internal risk assessments, or operational requirements. Continued use of the Company's services constitutes acceptance of such amendments.