Anti-Money Laundering (AML) & Know your Customer (KYC) Policy

Version 1.2

1. Introduction

FXGT is a brand name used and operated by GT Global Ltd, a company registered in Seychelles, with registration number 8421720-1 and registered address is Suite 18, Third Floor, Vairam Building, Providence, Mahe, Seychelles, licensed and regulated by the Seychelles Financial Services Authority (FSA) under the Securities Dealer's License Number SD019 (the "**Company**" and/or "**FXGT**").

2. Scope

2.1. The Anti-Money Laundering & Know Your Customer Policy (the **'Policy'**) is provided by the Company to its Clients and Partners in order to help them to understand the rules and the procedures followed by the Company in order to comply with the Anti- Money Laundering and Terrorist Financing laws (**"AML/CFT Laws"**), as well as Know-Your-Client (**"KYC"**) requirements.

3. Anti-Money Laundering (AML) Policy

3.1. The prevention of money laundering and terrorist financing is a major responsibility and aim of the Company. The Company is fully committed in preventing any money laundering and terrorism financing activities through its services and as such, in the Company's efforts to combat such, the Company ensures that:

- Identifies its Clients and/or Partners and ensures that they are indeed the persons who claims to be by requesting a photo of an identification document which is issued by an independent, reliable and reputable official source that carries the Client's or Partner's photo, full legal name, date of birth, issue and expiry date, signature and identification number;
- Identifies and verifies the Client's and/or Partner's permanent address though the provision of a recently issued document
- Carries out sufficient monitoring of the transactions and the business relationship to enable the detection of unusual and/or suspicious transactions.

- Gathering, evaluation and examination of information related to suspicious transactions and reporting of suspicious transactions to the relevant authorities though the appropriate channels.
- Carries on an on-going monitoring of any reported suspicious activities and closely collaborate with the relevant authorities.
- Retains copies of the documents and information which are necessary to comply with the due diligence requirements, supporting evidence and records of transactions which are necessary to identify transactions and supporting records of correspondence with the Clients and/or Partners and other persons with whom business relationship is maintained for a minimum of 7 years, following the end of the business relationship and/or termination of the Client's Agreement and/or Terms and Conditions and/or Partner's Agreement between the Company and the Client and/or Partner or after the date of the execution of an occasional transaction;
- Ensures that all staff members are fully aware of their legal obligations, according to the AML/CFT Law and are sufficiently trained in the appropriate KYC and AML procedures, as well as in what constitutes suspicious activity and the internal reporting process of such activity to the Compliance Officer of the Company.
- Uses all resources and information available to ensure that all suspicious activities have been investigated.

4. Regulatory Frameworks

The Companies Act, 1972, dictates corporate structure and governance, while the Anti-Money Laundering and Countering the Financing of Terrorism Act mandates strict compliance to prevent financial crimes. Consumer protection and data privacy are upheld through the Financial Consumer Protection Act, 2022 and Data Protection Act, 2023, respectively. The Company must navigate this complex web of regulations, maintaining capital adequacy, fit and proper personnel, and ethical business practices. Proactive compliance is key to operating successfully.

4.1. Relevant Primary Legislation (as at Date of the document)

The below list outlines the primary legislations governing a licensed Securities Dealer operating in the Seychelles, aimed at fostering a conducive business environment while safeguarding consumer interests and maintaining financial stability. Alongside these primary laws, the Company is also subject to secondary legislations, regulatory codes, and guidelines that further regulate and provide guidance on the Company's reporting obligations and compliance

requirements.

i. The Companies Act, 1972;

ii. The Data Protection Act, 2023;

iii. The Financial Services Authority Act, 2013;

iv. The Financial Consumer Protection Act,2022

vi. The Anti-Money Laundering and Countering the Financing of Terrorism Act, 2020;

vii. The Prevention of Terrorism Act, 2004;

viii. The Beneficial Ownership Act, 2020;

ix. Seychelles Revenue Commission Act, 2009;

x. Seychelles Administration Act, 2009;

xi. Business Tax Act, 2009; and

xii. Any other applicable laws, regulations, codes and guidelines.

Notwithstanding the above, the company shall ensure that it remains compliant with the General Data Protection Regulation (GDPR), and any other transnational legislations as may be applicable in relation to the jurisdictions where it operates or where its clients are located.

5. Know Your Customer (KYC) Procedures

5.1. The Company is obliged to confirm and verify the identity of each person, either legal or natural, who registers on the Company's website and opens an account with the Company either as a Client or as a Partner. Hence, as part of the Company's obligations to comply with applicable Anti-money laundering & Know Your Customer legislation, the Company requests its Clients and Partners to provide certain Verification Documents (the "**Verification Documents**"), which shall typically include but not limited to:

A. Proof of Identity

1. Physical Persons:

i. Proof of Identity which can be a copy of the national identification card and/or driver's license and/or passport front and back which has been issued within the last 10 years;

2. Legal Persons:

i. Recent (up to 3 months) Certificate of good standing or recent (up to 3 months) Bank Statement on the name of the Legal Person;
ii. Recent (up to 6 months) Corporate Documents of the Legal Person. These include Certificate of Incorporation, Certificate of Directors, Certificate of Shareholders, Certificate of Registered Address.
iii. Memorandum and Articles of Association of the Company;
iv. Resolution of the Board of Directors of the Legal person for the opening of the account and granting authority to those who will operate it;
v. Declaration of the Ultimate Beneficial Owner;
vi. Proof of Identity for all the Directors of the Company, UBOs (who hold more than 10%) and the Manager of the Account.
vii. Proof of Address for all the Directors of the Company, UBOs (who hold more than 10%) and the Manager of the Account

B. Proof of Address

i. Utility Bill such as electricity bill, water bill, gas bill, landline phone bill, TV/Internet bill, local authority tax bill, property tax, municipality fees and home insurance documents which includes the Client's and/or Partner's full name, full residential address, full name of the issuing institution/authority and issue date which must be no longer than **6 months**;
ii. Bank Statement/ Bank Confirmation which indicates the Client's and/or Partner's full name, full residential address, logo or clear stamp of the bank and issue date which must be no longer than **6 months;**
iii. Certificate of residence issued by local municipality, police station etc. which includes the Client's and/or Partner's full name, full residential address, full name of the issuing authority and clear stamp of the issuing authority**.**

iv. Affidavit which indicates the Client's and/or Partner's full name, full residential address, signature and stamp of the public notary or a public's official and/or any other Government issued document which includes the above-mentioned information.

C. Proof of Payment Method

1. Credit/Debit card (Front & Back):

i. Full name of cardholder;
ii. Date of expiry of the card;
iii. Showing ONLY the last 4 digits (these should match with the card number from which the account was funded). Please make sure that the first 12 digits of the card and CVV code are covered/not shown; and
iv. Signature on the designated space provided on the card.

2. Wire Transfers:

Confirmation of deposit through wire transfer or Bank statement must include:

i. full name;
ii. date of transaction;
iii. reference number used when making the deposit;
iv. amount deposited;
v. bank account name/number where the funds were deposited.

3. Other Deposit Methods:

The Company in its sole discretion may request by the Client to provide any other document serving as proof of payment method as it deems necessary according to the deposit method used.

D. Personal Information and data used for the construction of the Client's and/or Partner's economic profile.

During the registration process the Client and/or Partner will be requested to provide the following personal details and/or data:

i. Gender;
ii. Date of Birth;
iii. Nationality;
iv. Telephone number;
v. Passport or ID number;
vi. TIN (where applicable);
vii. Home Address;
viii. Investor's Information

5.2. All Clients and Partners must provide a copy of their identification documents which need to be valid, not expired, in color and all details must be fully visible. Moreover, Clients and Partners need to make sure that the images uploaded are not blurry and all 4 corners are visible. Documents that do not meet the above criteria will not be accepted by the Company. The Company reserves the right in its sole discretion at any time to request by any Client and any Partner to upload, in addition to any copy or scanned copy of any document already uploaded, a photo of the original document for the Company's perusal. In case where a Client and/or a Partner denies to provide such or the photo provided is unsatisfactory in the Company's discretion, then the Company may take any actions as it deems fit and as described in para. 4.5.

5.3. Moreover, the Company has the obligation to assess the purpose and intended nature of the business relationship as well as construct and monitor the Client's economic profile, in order to get sufficient understanding of the Client's business activities and source of funds and/or wealth. In this respect the Company reserves the right to request by the Client to provide any documentation necessary for the above mentioned purposes. For example the Company may request proof of source of funds which can include amongst other the following:

a) recent payslip (up to 3 months); or
b) bank statement demonstrating the last 3 months of income; or
c) Tax return or tax certificate; or
d) Written confirmation signed by the employer confirming Client's annual salary; or
e) Bank statement showing the balance; or

f) Property sale agreement; or

g) Annual income statement

5.4. It is important that the Company's Clients and/or Partners confirm to the Company's principles and standards. Among other things, the following principles are considered as a part of the Anti-Money Laundering/Know Your Customer procedure:

4.4.1 The Company will not accept as Clients and/or Partners persons engaged in unethical behavior or in illegal activities;

4.4.2 The Company will not accept as Clients and/or Partners parties that cannot make a well informed and reasonable judgment as to the activities in which they are engaged.

4.4.3 The Company will not accept new Clients and/or Partners and may terminate the business relationship with existing Clients and/or Partners if the persons are unwilling to provide sufficient documents/data and information as requested by the Company and/or persons who provide false and/or edited and/or forged and/or incomplete documents and/or information according to the Company's sole discretion.

4.4.4 The Company will accept only those new Clients and/or Partners who complete the appropriate account opening procedure and provide the Company with all necessary verification documents and information to the satisfaction of the Company.

4.4.5 The Company will accept a prospective or potential Client and/ or Partner only when it becomes fully satisfied that the Client and/or Partner complies the AML and KYC procedures to ensure that a new relationship with the potential Client and/or Partner does or will not negatively affect the reputation of the Company.

5.5. The Client agrees and understands that once they enter into a business relationship with the Company, the Client is obliged to cooperate with the Company fully and promptly supply any information and documents required in order to verify their Trading Account. More specifically, the KYC verification procedure of the Company shall be finalized within a period of 14 (fourteen) days from the date the Client has accepted the Company's Terms & Conditions, and Privacy Policy (the **"Preliminary Period"**). Hence Clients shall provide all

the information and/or evidence required for the verification of their identity and as requested by the Company within the Preliminary Period. The Client agrees and understands that during the Preliminary Period the Client will be entitled to open only one (1) live trading account with the Company, till the KYC verification procedure is finalised. The Client further acknowledges and agrees that during the Preliminary Period will be entitled to proceed with deposits up to the threshold of 2000 USD (two thousand US Dollars), or equivalent currency. When the limit is reached, the Client shall not be allowed and/or entitled to perform any further deposits and/or trades and/or have any other activity, and the related trading account will be designated with the **"MUST VERIFY"** status. 'For deposited amounts below 2,000 USD the Client may not submit any 'Verification Documents' but he/she will not have the right to make any withdrawal from his/her account until the verification process is completed. Notwithstanding the above, the Company reserves the right in its sole discretion and if deems necessary, to request by the Client to provide the Verification Documents at any stage during the course of the business relationship.

5.6. For Partners of the Company to be eligible for participation in the Partners Program, they must complete the account verification form and submit all Verification Documents prior to on-boarding which must be approved by the Company as per the Company's verification process and requirements.

5.7. In all cases and in order for Clients and/or Partners to be eligible to proceed with any withdrawal request, their Verification Documents must be approved by the Company as per the Company's verification process and requirements.

5.8. If, during the business relationship, a Client or a Partner fails or refuses to submit, within a reasonable timeframe set by the Company, the required documents, data and information and or provide insufficient document and/or information and data as requested by the Company and/or any violation of the present Policy is identified and/or is suspected in the Company's sole discretion, the Company is entitled to take any actions it deems appropriate including but not limited to the following:

i. terminate the business relationship
ii. nullify any profits of the Client and/or commissions of any Partner
iii. close all accounts they hold with the Company
iv. reject any withdrawal request
v. set the account to read-only where the Client and/or Partner will only be able to log-in in his/her portal without being able to proceed with any other action in relation to his/her account
vi. retain any costs from any of the Client's trading accounts and/or Client's and/or Partner's e-wallets if these are deemed necessary
vii. take any other measure as described in the Termination and Default section of the Client's Agreement and/or Terms and Conditions and/or Partner's Agreement.

5.9. Moreover, during the business relationship additional documents and/or updated documents may be requested by the Company. If the Client and/or Partner refuses to provide such documents without any legitimate reason, the Company is entitled to any action as described above.

5.10. The Company has no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure and/or delay of any order and/or transaction and/or trading activity where the Client's or Partner's Verification Documents are pending.

5.11. The Client and Partner warrants and represents that at all times all the information provided to the Company shall be true, accurate, up to date and complete and that the Client and Partner shall inform the Company in writing via e-mail (send to the Company from the Client's or Partner's registered e-mail address) or through the Client's portal or Partner's portal upon any changes in regard to the information provided. The Client and Partner also expressly acknowledge and agree that the provision of untrue, inaccurate, misleading, edited or otherwise incomplete information shall constitute a breach of the Company's Terms and Conditions and/or Client's Agreement and/or Partner's Agreement.

5.12. Client and Partner hereby acknowledge and agree that the Company has the right to disclose information and/or documents (including recordings and documents of confidential nature, card details etc) in the following circumstances:

i. Where required by law or a competent court
ii. Where requested by any regulatory authority
iii. To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity
iv. To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit reference agencies, fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained.
v. Where necessary in order for the Company to defend or exercise its legal rights;

5.13. The Company reserves the right to refuse to process a transfer and/or perform any other transaction including deposits, withdrawals, transfer-in, transfer-out etc. at any stage if it believes/suspects that the transaction is to be connected in any way to criminal activity and/or money laundering and/or a violation of the Company's T&Cs and/or Client's Agreement and/or Partner's Agreement and/or any other legal document displayed on the Company's website.

5.14. Any disclosure of information in good faith by the Company or by an employee or director of the Company shall not constitute a breach of any contractual or legal, regulatory obligation and/or administrative prohibition on the disclosure of information nor does it imply any liability whatsoever on the Company and/or its directors and/or its employees, even if the circumstances did not allow them to know precisely what the principal illegal activity was and irrespective of whether illegal activity was actually committed.

5.15. All data, information and documents provided by Clients and Partners are subject to the Company's legal obligations under the applicable Anti-Money Laundering Legislation and regulations, to be kept for a period of seven (7) years from the date of termination of the business relationship.

6. Enhanced Due Diligence

Pursuant to section 41(1) of the AML/CFT Act, the Company shall apply on a risk-sensitive basis enhanced customer due diligence measures and enhanced ongoing monitoring in any other situation which by its nature presents a higher risk of money laundering, terrorist financing activities or other criminal conduct. It is important that the Company carries out the correct processes to ascertain whether EDD is necessary. This is an ongoing process, as existing customers have the potential to transition into higher risk categories over time.

Enhanced Due Diligence (EDD) will be applied to clients classified as high risk. When considering the AML categorization of the clients, the Company takes into consideration the below factors:

a. Customers from high-risk jurisdictions;
b. Customer assessed (based on the risk assessment and standard CDD) to be of high ML/TF risk,
c. Transactions above established thresholds that are deemed suspicious;
d. Customers or transactions flagged by automated or manual monitoring systems as high risk.

EDD involves, to the extent necessary as determined on a case-by-case basis:

a. Obtaining and verifying additional:

    i. Identification information on the Customer and any Beneficial Owner;
    ii. Information on the intended nature of the business relationship, such as transaction volumes, and expected frequency;
    iii. Information on the reasons for a Transaction, supported by relevant documentation or explanations.

b. Increased frequency of updating CDD that the Company holds on the Customer and any Beneficial Owners;
c. Verifying information on the Customer's Source of Funds and Source of Wealth including documentation such as bank statements, payroll records, or tax returns;

d. Increasing the degree and nature of monitoring of the business relationship, in order to determine whether the Customer's Transactions or activities appear unusual or suspicious;

e. Obtaining a member of the Board of Directors' approval to commence a business relationship with the Customer and documenting this approval process.

7. Transaction Monitoring

7.1. The electronic monitoring of transactions is an issue that is receiving a great deal of attention by the financial services industry. More and more transactions are being undertaken electronically, without any human intervention, providing those involved in money laundering with greater opportunities to launder money and to remain undetected.

7.2. Transaction monitoring allows the Company to monitor Client's transactions daily in real-time. By combining this information with analysis of the historical information and account profile, the software and/or any other mean used for transaction monitoring can provide the Company with a "whole picture" analysis of a Client's profile, risk levels and predicted future activity and can also create alerts according to which suspicious transaction reports can be produced and filed. The transactions monitored include inter alia deposits and withdrawals, wire transfers and account trading activity. The transaction monitoring might also include sanctions screening, blacklist screening and Client's profiling features though different software devices.

7.3. Transactions executed for the Client are compared and evaluated against the anticipated movement of the account, the standard turnover, the declared annual income and net worth, business and Client's data/information held and according to the economic profile of the Client. Transactions executed for Partners are compared and evaluated against the current business information and performance expectations as declared by them during the registration. Significant deviations are investigated, and the findings are recorded in the file of the Client or Partner. The Company may in its sole discretion proceed with applying enhanced due diligence measures and request by the Client or Partner to provide any additional document and/or information and/or data as it deems necessary.

8. Record Keeping

As per section 47 of the AML/CFT Act, the Company is required to maintain records for potential use by the FIU and other agencies in the investigation and prosecution of offences related to money laundering or terrorist financing. The Company shall maintain records of:

a. customer due diligence measures, including account files, business correspondence and copies of all documents evidencing the identities of customers and beneficial owners, and records and the results of any analysis undertaken
b. all transactions carried out both domestically and internationally by it and correspondence relating to the transactions as is necessary to enable any transaction to be readily reconstructed at any time by the FIU or the Attorney-General, and the records shall contain particulars sufficient to identify
    i. the nature and date of the transaction;
    ii. the type and amount of currency involved;
    iii. the type and identifying number of any account with the Company involved in the transaction;
    iv. if the transaction involves a negotiable instrument other than currency, the name of the drawer of the instrument, the name of the institution on which it was drawn, the name of the payee (if any), the amount and date of the instrument, the number (if any) of the instrument and details of any endorsements appearing on the instrument;
    v. the name and address of the Company, and of the officer, employee or agent of the reporting entity who prepared the record;
c. all reports made to the FIU under section 48;
d. enquiries relating to money laundering and terrorist financing activities, made to it by the FIU.

In line with section 47(2) of the AML/CFT Act, the records mentioned above shall be kept for a minimum period of 7 years from the date:

a. on which evidence of a person's identity is obtained;
b. of any transaction or correspondence relating to a customer; or
c. on which the business relationship ceases.

Records shall be kept –

a. in a machine-readable form, if a paper copy can be readily produced from it; or

b. in an electronic form, if a paper copy can be readily produced from it and in a manner that enables appropriate authentication.

The Company shall ensure that the above-mentioned records established and maintained shall be:

a. sufficient to enable the transaction to be readily reconstructed at any time by the FIU or the Attorney-General to provide, if necessary, evidence for the prosecution of any offence;
b. maintained in a manner and form that will enable the reporting entity to comply immediately with requests for information from the law enforcement agencies or the FIU.

In the case of high-risk customers/transactions and where EDD is undertaken (section 41(1) of the AML/CFT Act), records must include the written findings produced by the Company after examining the background and purpose of the transaction.

In addition to the above, the Company shall keep records of risks assessments undertaken and staff awareness and training.