

## AML & KYC POLICY

UR Trade Fix Ltd (hereinafter “the Company” or “the CIF”) is authorised and supervised by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (CIF) to offer certain investment and ancillary services and activities (found on the Company’s website and on CySEC’s website at <https://www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/75306/>) under the Investment Services and Activities and Regulated Markets Law of 2017 L.87(1)/2017, as subsequently amended from time to time (“the Law”) and collects, processes and stores personal data of its actual and potential clients and website users through service offering.

The Company when carrying out its activities adheres to, inter alia, the provisions of the Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2021 (hereinafter “the AML Law”) as amended from time to time, and the Directive of CySEC for the Prevention and Suppression of Money Laundering and Terrorist Financing (hereinafter “AML Directive”) as amended from time to time.

Following the said legal framework, the Company has implemented the following measures in relation to the identification and customer due diligence procedure, in order to ensure compliance with the AML regulations and to prevent any money laundering activities and identify suspicious transactions. In light of the above we require from you the following:

1. Completion of the account opening application, where personal information is requested (name, date of birth, address etc) and the economic profile of the customer/beneficial owner is constructed (annual income, net worth, name of the employer, anticipated account turnover etc).
2. Carrying out the appropriateness test to assess the knowledge and experience of the Client in accordance with article 26(3) of L. 87(I)/2017.
3. Collection of:
  - a. Proof of Identification: A valid Passport or National Identity Card
  - b. Proof of Address: A recent (not older than 6 months, which should include your full name, date of issue and residential address) utility bill, local authority tax bill or a bank statement or any other document same with the aforesaid
  - c. In case you deposit funds into your account using credit card, we require a copy of your credit card, displaying the last 4 digits, the card holder full name and the expiry date. Please note, that the payment should come from an account on your name.
  - d. Declaration of Deposit(s) and/or Confirmation of Payment(s), in cases the Company deems necessary.
  - e. Proof of source of funds or source of wealth in cases the Company deems necessary

The Company reserves the right to request additional documents from its clients whenever it deems necessary. Its further noted that the Company has the right to reject any incoming and/or outgoing transfer at any stage, if there are grounds that the respective transfer may be connected directly or indirectly in any manner to a criminal activity or money laundering. You further acknowledge that, the Company reserves the right to request any further information and/or documentations we deem necessary in order to comply with the applicable laws/regulations and our internal policies and procedures, you further acknowledge that in case you do not provide us with such information or documentations we request, within a reasonable timeframe, the Company reserves the right to suspend you from trading and/or further deposits or/and withdrawals. Furthermore, you agree that that the Company is entitled at its own discretion to terminate the business relationship with you with immediate effect, in case you fail to collaborate and provide us with any information/documentations we determine to be necessary.

It is important to note that the identification and verification of the customer and the beneficial owner must occur before the establishment of the business relationship or the carrying out of an occasional transaction.

By derogation of the above, the verification of the client may be completed during the establishment of a business relationship, if this is necessary so as not to interrupt the normal conduct of business and where there is little risk of money laundering or terrorist financing occurring: Provided that in such a case the customer and beneficial owner identity verification procedures shall be completed as soon as possible not later than 15 days after the initial contact. It is noted that the initial contact takes place when the client either accepts the terms and conditions or makes his first deposit, whichever comes first.

If the client fails to provide the abovementioned documents within the timeframe of 15 days, the commencement of a business relationship will be terminated on the date of the deadline's expiry and all deposited funds will be returned to the customer/beneficial owner, in the same bank account from which they originated.

The Company does not accept third party payments. All funds deposited into your account must be sent from an account on your name and match the provided documents as per point 3 above. AML regulations obliges us to return/withdraw the funds to the source we received it, this means that if you have deposited funds through a bank transfer to us, when withdrawing the funds, your withdrawal shall be sent back to the same source, hence the same bank account. Equally, this applies to any other deposit methods you use.