

# Anti-Money Laundering, Countering the Financing of Terrorism & Sanctions Policy Statement

It is the policy of Unicoïn DCX Limited and its subsidiaries and affiliates (collectively, "ABCC+", "we", "us" or "our"), in connection with our online and mobile marketplace platform (the "Platform") to maintain a robust anti-money laundering program designed to detect, prevent, limit and control money laundering, terrorist financing, and transactions with individuals, companies and countries which fall under relevant sanction lists.

This Anti-Money Laundering Policy (this "Policy") forms a part, respectively, of the User Agreement between ABCC+ and the users ("Users") of the Platform and of the Listing Agreement between ABCC+ and the sponsors of Coins listed on the Platform ("Sponsors", and together with Users, "Participants"). In accordance with such agreements, and by virtue of using the Platform, all Participants consent to and agree to comply with these terms and to provide reasonable assistance to ABCC+ to achieve the objectives of this Policy.

## 1. Customer Identification

### *Identification*

We, or a third party provider designated by us, may at any time and from time to time request and collect information from Participants for the purpose of establishing or confirming their identity. Participants must answer all such requests and provide reliable, independent source documents, data and information.

Participants who are natural persons may be required to provide evidence of their full name, ID number, date and place of birth, nationality/country of residence, contact details, and/or other relevant identifying information, and may be asked to provide copies of their ID card/passport information pages, proof of address, and/or other documentation.

Participants other than natural persons (i.e., corporate entities, partnerships, or trusts, etc.) may be required to provide their constitutional documents, registration certificates, information about their directors and shareholders/members and/or other information, as may be evidenced in copies of appropriate documentation.

We may require that copies of documents be certified by a suitable certifier, such as (but not limited to) an attorney, corporate secretary, accountant, notary public, judge or director or manager of a regulated credit or financial institution. If required, the certifier should provide his or her name, signature, title, employer name or occupation, membership number and the date (within 6 months) of certification.

### *Verification*

Information acquired may be authenticated and verified. Screening may be carried out against government provided lists of known or suspected terrorists. Further information and verification may

be required for Participants or prospective Participants who pose a potentially high risk of money laundering, terrorist financing, or related criminal activities. Participants deemed to present an elevated risk may be subject to enhanced customer identification measures.

#### *Record Keeping*

All customer information acquired, logs of verification processes and results of verifications will be maintained. Customer information will remain confidential in accordance with our Privacy Policy and will only be used for verification purposes. It shall be the duty of our Compliance Function's designee(s) to ensure that customer information is maintained and kept properly.

#### 2. Monitoring and Reporting

We may monitor accounts for suspicious activities on an ongoing basis with the aim of detecting and preventing the use of the Platform for money laundering, terrorist financing or the facilitation of criminal or terrorist activities. The Compliance Function's designee(s) will monitor and review any suspicious activity detected by our monitoring system, conduct appropriate investigations, keep all relevant records and where necessary file reports to relevant law enforcement bodies, which it may do without giving notice to the Participant.

Suspicious transactions may include, but are not limited to, the following:

- Transactions which involve funds derived from illegal activities;
- Transactions relating to any illegal activities;
- Transactions designed to evade any laws or regulations;
- Transactions which appear to have no business or apparent lawful purposes.

ABCC+ may at any time without liability, advance notice or disclosing any reason, suspend the operation of a Participant's account. Without limiting the foregoing, ABCC+ will use reasonable endeavors to notify a Participant of any account suspension promptly after the suspension has occurred, if permitted under applicable law.

#### 3. Participant Representations, Warrants, and Undertakings

In addition to, and supplemental to, any representations, warranties and undertakings set out in the applicable User Agreement or Listing Agreement between the Participant and ABCC+, the Participant hereby represents, warrants and undertakes as follows:

*Compliance with Applicable Laws and Regulations* - The Participant shall comply with this Policy and all applicable laws and regulations relating to customer identification, anti-money laundering, anti-terrorist financing, and prohibitions on transactions with sanctioned countries and will not use the Platform for any uses prohibited or otherwise in violation of this Policy or such applicable laws and regulations.

*Request for Information* - The Participant shall comply with ABCC+'s requests for documents and information in connection with this Policy. The Participant consents to ABCC+ reporting the Participant's information to such regulatory and enforcement authorities as ABCC+ deems necessary in connection with the implementation of this Policy.

*Authorized Persons* - The Participant will only access the Platform on its own behalf and on its own account. A Participant who is a legal person shall only access the Platform via its duly authorized

representatives, each of whom shall be notified to ABCC+ and shall be subject to compliance with this Policy.

*Lawful Proceeds* - The Participant represents and warrants that all assets it introduces for use into the Platform were lawfully obtained by the Participant.

*Anti-Terrorism Financing* - The Participant undertakes that it shall not use the Platform to finance terrorist activities. The Participant represents and warrants that it is not engaged in terrorist activities.

*Anti-Money Laundering* - The Participant shall at all times be in compliance with the financial recordkeeping and reporting requirements imposed on it under applicable anti-money laundering laws. The Participant represents and warrants that no action, suit or proceedings by or before any court or governmental authority or any arbitrator or non-governmental authority involving the Participant or its affiliates with respect to any applicable anti-money laundering laws is pending or threatened.

*Sanctions Compliance* - The Participant represents and warrants that it is not the target of any economic sanctions imposed by the United Nations or the United States ("Targeted Person"). The Participant undertakes that it will not use the Platform to transfer any funds to any person or entity who is a Targeted Person.

*Knowledge of Illegal Activities* - The Participant represents and warrants that it is unaware of any activities related to their transactions on the Platform which would lead them to suspect criminal conduct, money laundering or terrorist financing. The Participant undertakes to promptly notify ABCC+ if it becomes aware of any such activity.