

AML POLICY

Amari Capital



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01. COMMITMENT TO COMPLIANCE

Amari Capital Ltd ("Company", "we", "our", or "us") is committed to the highest standards of Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF), and compliance with all applicable laws and regulations. Our policy is designed to prevent the use of our services and platforms for any money laundering, terrorist financing, or other illegal activities.

In line with international best practices and regulatory expectations, we implement robust internal systems, customer due diligence (CDD) procedures, and real-time transaction monitoring across all business units and geographies in which we operate.

02. DEFINITION OF MONEY LAUNDERING

Money laundering refers to the process of disguising the origin of funds obtained from illicit activities—such as fraud, corruption, organized crime, drug trafficking, or terrorism—by converting them into seemingly legitimate financial assets. The stages typically include:

- (a) **Placement:** Introduction of illicit funds into the financial system (e.g., deposits, currency exchanges, purchase assets).
- (b) **Layering:** Complex transfers or conversions to obscure the origin of funds (e.g., offshore transfers, shell companies).
- (c) **Integration:** Reintroduction of the funds into the legitimate economy (e.g., investments, asset acquisitions, business dealings).

03. OBJECTIVES OF THE AML/CTF POLICY

This policy is intended to:

- (a) Prevent the use of Amari Capital's products and services for money laundering or terrorist financing.
- (b) Establish a framework for compliance with applicable AML/CTF laws and international standards (e.g., FATF Recommendations).
- (c) Provide guidance to employees on how to detect and respond to suspicious activities.
- (d) Ensure that customer onboarding, verification, and transaction processes are robust, secure, and legally compliant.

04. COMPANY PROCEDURES

We implement and maintain the following core AML/CTF controls:

4.1 Know Your Customer (KYC) and Customer Due Diligence (CDD)

- (a) Every client must undergo verification before using our services.
- (b) We collect and verify full legal names, residential addresses, nationality, contact details, and proof of identity.
- (c) Enhanced Due Diligence (EDD) is applied to clients from high-risk jurisdictions, PEPs (Politically Exposed Persons), or where transactions are unusually complex.
- (d) We do not accept anonymous or fictitious accounts.

4.2 Ongoing Monitoring of Transactions

- (a) All client activity is monitored through automated systems to identify red flags, irregular patterns, or behavior inconsistent with client profiles.
- (b) High-value transactions, frequent deposits/withdrawals without trading activity, and unusual crypto wallet behavior are flagged for review.
- (c) Manual review may be conducted for flagged transactions, including temporary account freezing or request for additional documentation.

4.3 Record Keeping

- (a) All records related to customer identity, transaction history, risk assessments, and internal reviews are maintained for a minimum of 7 years after account closure.
- (b) These records are stored securely and made available to regulators upon lawful request.

05. CLIENT IDENTIFICATION REQUIREMENTS

5.1 Individual Clients

The following documents are mandatory:

- (a) Valid government-issued photo ID (passport, driver's license, or national ID card).
- (b) Proof of residence not older than 3 months (e.g., utility bill, bank statement).
- (c) Selfie or video verification where required.

5.2 Corporate Clients

Required documents include:

- (a) Certificate of Incorporation.
- (b) Memorandum and Articles of Association.
- (c) Proof of registered address.
- (d) Board resolution authorizing account opening.
- (e) Valid ID and proof of address for directors and beneficial owners.
- (f) Corporate bank account statement (if applicable).

06. ACCEPTABLE FUNDING SOURCES

- (a) All funds deposited must originate from bank accounts, cards, or digital wallets in the same name as the verified trading account holder.
- (b) Third-party payments are not accepted unless pre-approved under documented legal authty.
- (c) Withdrawal requests will be honored to the original funding source, unless restricted or unavailable, in which case a verified alternate account in the client's name may be used.

07. DEPOSIT & WITHDRAWAL CONTROLS

- (a) Deposits must comply with regulatory norms, as detailed in the Non-Trading Transaction Policy. The Company may reject or reverse any transaction deemed suspicious.
- (b) Withdrawals exceeding deposited amounts (i.e., trading profits) may require enhanced verification, consistent with the Non-Trading Transaction Policy.
- (c) The Company may use any of its own accounts or a third-party payment processor to credit client withdrawals, as deemed appropriate, in line with the Non-Trading Policy.
- (d) Chargebacks, false refund claims, or unauthorized fund recovery attempts may lead to permanent account suspension and legal action as per the Non-Trading Transaction Policy. The client waives claims for delays or losses due to AML/CTF verification processes.

08. SUSPICIOUS TRANSACTIONS & REPORTING

- (a) Suspicious transactions include activity inconsistent with the client's profile or involving unusually large or structured payments (e.g., smurfing).
- (b) Our compliance team monitors transactions in real-time and reserves the right to block, reverse, or report any transaction to competent authorities without prior notice to the client.
- (c) All employees are trained to escalate suspicious behavior or transactions to the AML Compliance Officer.

09. ACCOUNT FREEZING & TERMINATION

- (a) We reserve the right to suspend, block, or close accounts where:
 - 1. AML/KYC documents are incomplete or unverifiable;
 - 2. Transactions violate regulatory norms or internal policies;
 - 3. A client is linked to a sanctions list or adverse media;
 - 4. Suspicion of fraud, terrorism, or money laundering arises, including invalid referrals from prohibited jurisdictions.

Such actions may be taken without prior notice. The Company shall not be liable for any losses arising from enforcement of this policy, including account freezes or transaction delays, as per the client agreement.

10. TRAINING & AWARENESS

All staff undergo regular AML/CTF training to remain updated with emerging typologies, legal responsibilities, and internal escalation procedures. Employees are obligated to report any suspected breaches or misconduct to the AML Compliance Officer.

11. REGULATORY COOPERATION

Amari Capital cooperates fully with local and international regulators and enforcement agencies. Upon lawful request, we will share client information or transaction records for the purposes of AML/CTF investigations.

12. ACCOUNT FREEZING & TERMINATION

- (a) Any disputes arising out of or in connection with this Policy shall be resolved in accordance with the dispute resolution and arbitration procedures set forth in the Amari Capital Client Agreement. The Client irrevocably agrees that all disputes shall be exclusively governed by the laws of Saint Lucia and resolved by binding arbitration seated in Saint Lucia, in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre (SIAC), as adopted by Amari Capital. The Client expressly waives the right to bring any claim, grievance, or legal action in any jurisdiction other than Saint Lucia and agrees not to pursue any regulatory or judicial remedy outside of the agreed forum.
- (b) The Client expressly acknowledges and agrees that they are entering into a contractual relationship governed by the laws of Saint Lucia. By accessing or using Amari Capital's services, the Client irrevocably submits to the exclusive jurisdiction of Saint Lucia and waives any right to file claims, complaints, or legal proceedings in their local or foreign jurisdiction. This jurisdictional limitation is agreed to as a material term of all engagements with Amari Capital.

13. RECORD RETENTION

Amari Capital shall retain all relevant records, logs, disclosures, communications, and documentation associated with this Policy for a minimum period of seven (7) years or up to 10 years as required by applicable laws or technical reasons, consistent with the privacy policy and non trading transaction policy.

14. DISPUTE RESOLUTION AND JURISDICTION

- 14.1 Any disputes arising out of or in connection with this Policy shall be resolved in accordance with the dispute resolution and arbitration procedures set forth in the Client Agreement (Clause 14). The Client irrevocably agrees that all disputes shall be exclusively governed by the laws of Saint Lucia and resolved by binding arbitration seated in Saint Lucia, in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre (SIAC), as adopted by Amari Capital. The Client expressly waives the right to bring any complaint, grievance, or legal action in any jurisdiction other than Saint Lucia and agrees not to pursue any regulatory or judicial remedy outside the agreed forum.

- 14.2 The Client expressly acknowledges and agrees that they are entering into a contractual relationship governed by the laws of Saint Lucia. By accessing or using Amari Capital's services, the Client irrevocably submits to the exclusive jurisdiction of Saint Lucia and waives any right to file claims, complaints, or legal proceedings in their local or foreign jurisdiction. This jurisdictional limitation is agreed to as a material term of all engagements with Amari Capital. The Client waives any claims arising from perceived inconsistencies or interactions between this Policy and other Company policies.
- 14.3 If any provision of this Policy is found invalid or unenforceable, the remaining provisions remain in full force, and the Client Agreement (Clause 15) governs any conflict.

15. CONTACT

For any queries or concerns regarding this policy, clients may contact our Compliance Department at:



compliance@amaricapital.com

www.amaricapital.com

By engaging with or continuing to use the services of Amari Capital, the Client confirms that they have read, understood, and accepted the terms of this Policy, and that this Policy forms an integral part of their contractual relationship with Amari Capital under the Client Agreement.