

AML (Anti-Money Laundering) AND KYC (Know Your Customer) WEBSITE POLICY

Denistiaglin.com

The aim of the Anti-Money Laundering and Know Your Customer Policy (AML & KYC Policy) is to prevent money laundering and terrorist financing activities on the Website by complying with international and domestic legislation and implementing user identification procedures.

According to the Anti-Money Laundering and Know Your Customer Policy (hereinafter – AML & KYC Policy), the words «Denistiaglin.com», «Company», «we», «us» or «our» refer to Limited Liability Company «WIND, ENERGY, TECHNOLOGY, ERA OF RENEWABLE», located at the address: 630099, Novosibirsk region, Novosibirsk, Deputatskaya st., 1, office 100, including, without limitation, its owners, directors, investors, employees and other persons related to it. Depending on the context, «Denistiaglin.com» may also refer to the services, goods, website, content, or other materials provided by the Denistiaglin.com Website.

AML & KYC policy is an integral part of the User Agreement, by accepting which, the User automatically agrees with the AML & KYC Policy. All terms specified in this AML & KYC Policy with a capital letter and not otherwise defined have the same meanings as in the User Agreement.

1. Definitions

1.1. Capitalized terms in this AML & KYC Policy have the following meaning:

- 1.1.1. Money laundering** is a financial transaction scheme the aim of which is to conceal the identity, source and destination of illegally obtained money.
- 1.1.2. Terrorist financing** is the provision or collection of funds by any means, directly or indirectly, with the intention of using them or on the condition that they will be used in whole or in part for the implementation of any of the crimes related to terrorism.

2. General Provisions

2.1. The Company must comply with the requirements contained in domestic and international laws on the prevention of money laundering and terrorist financing, as well as the requirements of other laws and regulations to the extent that they relate to the activities of the Company, including but not limited to the following methods:

- 2.1.1.1.** collecting information about Clients;

- 2.1.1.2. creating and updating internal policies and procedures required by applicable legislation;
 - 2.1.1.3. monitoring transactions and investigating any significant deviations from normal activities;
 - 2.1.1.4. providing law enforcement agencies with the information required in accordance with applicable legislation.
 - 2.2. The company extending the AML & KYC Policy can make changes and additions to it at its discretion and will monitor compliance with its provisions and requirements. The company reserves the right to:
 - request from the Client any additional information and documents in case of suspicious transactions;
 - suspend or terminate the operation of the Client's trading account if the Company has reason to believe that the Client is involved in illegal activities.
 - 2.3. The current version of the Policy is always available on the website at: <https://denistiaglin.com/aml-kyc-policy/en.html>.

3. Verification policy

- 3.1. AML & KYC policy includes a client verification procedure, monitoring of his operations, as well as an assessment of possible risks.
- 3.2. The client verification procedure includes personal identification, for which the Company requires the submission of documents, data, or information (for example, a national ID card and an international passport).
- 3.3. The Company reserves the right to verify the identity of the Client on an ongoing basis, especially when his identification information has been changed or his activity is suspicious.
- 3.4. The Company reserves the right to request the Client for up-to-date documents, even if they have been authenticated earlier.

4. «Know Your Customer» Verification Procedures

- 4.1. The Company conducts «Know Your Customer» (KYC) verification procedures to avoid the risk of prosecution and to protect itself from Customer's attempts to use the Company for illegal actions.
- 4.2. As part of the KYC procedures, the Company evaluates the transactions of the Clients, as well as collects and stores information on material facts concerning the Clients, potential Clients, and their transactions.
- 4.3. After carrying out the identification procedures related to the Client, the Company saves the information received in the file of this Client. The

Company is obliged to complete the identification procedures related to the Client once.

- 4.4. The Company strives to protect the rights of the Clients and the confidentiality of their personal data. The Company collects personal information from Clients only to the extent necessary to ensure the proper provision of services to the Clients. Such personal information about Clients and former Clients can be transferred to third parties only under certain circumstances in accordance with the legislation and agreements between the Company and the Client.
- 4.5. The Company must carefully store the Client's files, including statements, transaction reports, receipts, notes, internal correspondence, and any other documents related to the Client, in electronic format at all times, in case they may be requested by the underwriting teams in the respective banks-acquirers or processors used by the Client.
- 4.6. The Company has the right to suspend the Account if the Website Administration has reason to believe that it is associated with suspicious activity, and ask the owner of such an Account to go through the KYC procedure.

5. Identification and detection of suspicious activities

- 5.1. Any financial transaction that may be related to money laundering is considered suspicious.
- 5.2. The basis for determining that a particular transaction is suspicious may be personal observations and experience of the Company's employees, as well as the information received (including the information about personal data).
- 5.3. In accordance with applicable laws and requirements of international organizations, the Company has the right to notify regulatory and (or) law enforcement agencies about any suspicious transactions without notifying the Client.
- 5.4. The Company should periodically check the lists published by local authorities and international organizations, which contain the names of known terrorists or suspected terrorists, names of terrorist organizations, high-risk countries, countries subject to OFAC (Office of Foreign Assets Control), countries that are subject to other sanctions, as well as countries that do not provide a sufficient level of anti-money laundering procedures to determine whether the Client of the Company or a potential Client and (or) the country of such a Client is included in the above lists.
- 5.5. The Company must constantly conduct due diligence procedures with respect to its Clients and carefully check the transactions they conduct to ensure that

the Company is aware of its Clients, their business and, if necessary, their sources of income.

6. Refund policy

- 6.1.** This document was developed in order to reduce financial and legal risks in accordance with the observance of the AML & KYC Policy.
- 6.2.** The Company has the right to unilaterally block the entrance to the personal account, suspend trading activities on accounts, cancel an application for a deposit or withdrawal of funds, or a refund if the source of funds or the Client's activities contradict the money laundering and terrorist financing policy.
- 6.3.** If the Company classifies the source of funds or the Client's activities as unacceptable or contrary to the acceptable purposes of using the Company's services, in which direct or indirect, improper or unfair intentions are traced, the Company has the right to act within the framework of this document without informing the Client about it.
- 6.4.** The Company has the right, at its discretion, to return the provided investments to the sender within one year from the date of receipt of funds in accordance with the Investment Agreement.
- 6.5.** The Company has the right, if necessary, to return money received through any payment system, including credit and/or debit cards. In this case, the refund will be made to the same account from which the payment was made.
- 6.6.** The refund policy on the part of the organization is such that the Administration can return only 60% of the total amount (in general), since the remaining 40% are distributed evenly throughout the referral system, which the Administration cannot dispose of.
- 6.7.** After the Client has made targeted financing by making an investment through any payment system, including credit and debit cards, the Client agrees not to request a refund in any way other than direct contact with representatives of the Company. If the Client places such a request for a refund in the bank or payment system, the Company reserves the right to block the entrance to the Client's personal account, freeze the Client's current balance and return the funds to the Client with the deduction of the amounts of all services and fees payable by the Client.
- 6.8.** The Company will take all necessary measures to prevent and block unauthorized input and (or) withdrawal of funds from the Client's account by third parties.
- 6.9.** The deposit and return of investments can only be made by the Client from his account, except for cases when an application from a third party is

submitted with a request to replenish the Client's account from his account (electronic wallet, bank card).

- 6.10.** In the meantime, the application must be handwritten and signed by such a third party. The third party must be fully verified as a customer of the Company. The Company, at its discretion, has the right to refuse the Client in such an operation of depositing funds.

7. Amendments and Changes

- 7.1.** This KYC Policy may be changed or supplemented at any time at the sole discretion of Denistiaglin.com. The User acknowledges and agrees that he is responsible for periodically checking the KYC Policy and familiarizing himself with the changes and supplementations.
- 7.2.** If the User does not want to accept the amended and (or) supplemented KYC Policy, he should not continue to use this Website. Further use of the Website by the User after the publication of changes to the KYC Policy will be considered as his acceptance of these changes.