



Lireta

# AML & KYC

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## Anti-money laundering and know your customer policy (AML&KYC)

In order to protect the assets of our customers and to ensure the compliance with international trade standards, SMARTBLOCK OU (hereinafter - the «Company») operates exclusively in accordance with the legislation on combating illicit money laundering and countering the terrorism financing. To monitor the accordance with legal requirements and recommendations of FATF, the Company has established a Compliance department developing Anti-money laundering and Know your customer (AML / KYC) procedures, obligatory for all employees of the Company and determining the policy of engagement with any person which have registered on the Company's website [www.lireta.com](http://www.lireta.com) (hereinafter - the «Customer»). Compliance Department is intended to ensure that all the operations of the Company are consistent with the international standards to combat money laundering and all the documents provided by the Customer are up-to-date and comply with relevant legal requirements. By performing the registration on our Website the Customer makes complete and unconditional acceptance of the policy conditions, agrees with the following rules and undertakes to observe them:

1. The crediting of Assets to the Customer's Trading Room is allowed only after the verification of the Customer's identity. For the purpose of identity verification, the Company has developed a list of documents, the provision of which by the Customer is obligatory. The Customer has to provide one of documents listed in point (a) together with one of documents listed in point (b) below, namely:

(a) passport, national ID or driver's license;

and

(b) utility bill, card or bank statement;

2. The above listed documents should be provided as a color scanned copies. In case of a passport it is obligatory to provide first and second pages with photos, as well as a page with the data on registration. If the Customer doesn't have a passport because of requirements of legislation of Customer's residence, the Customer should provide a color copy of a

document, which is proper for Customer's identity verification according to the legislation of the country of Customer's residence. Also, the verification process involves mandatory confirmation of Customer's phone number.

3. Upon the request of the Company the additional documents and information should be

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provided by the Customer. Filling of respective KYC questionnaire may also be an obligatory requirement under Company's sole decision. The Customer agrees with such requirements of the Company and agrees to follow them.

4. The withdrawal is carried out only to the account that belongs to a person identified as a Customer of the Company (the owner of a Trading Room). The withdrawal of Assets to third parties is prohibited. Internal transfers between the Company's customers are also forbidden.
  5. The Company is obliged and has the right without obtaining prior consent to share with financial institutions and law enforcement agencies any information about the Customer, as required by applicable law, and the Customer gives the Company its consent to these actions. In order to comply with this paragraph, the Company holds a records about Customer's transactions during five years at least.
  6. The Customer undertakes to follow the legislation, including international one, aiming to combat illicit trafficking, financial fraud, money laundering and legalization of funds obtained by illegal means. The Customer undertakes to use its best effort to avoid direct or indirect participation in illegal financial activities and any illegal transactions using the Company's Website and Services.
  7. The Customer guarantees the legal origin, legal ownership and the right to use the Assets transferred to its account.
  8. In case of the evidence of suspicious transactions at the Customer's account, cash replenishments from untrusted sources (for example, the data of Assets' sender and Trading Room's owner is different) and / or any actions with attributes of fraud (including any refunds or cancellation of payments), the Company reserves the right to conduct an internal investigation, to block or close the Customer's Trading Room or any Account, cancel any payment or trading order and to suspend operations on the Accounts before the end of the official investigation. When making the decision the Company is guided by the provisions of the applicable law, FATF recommendations or by common practice.
  9. The Company has the right to request additional information about the Customer if the method of withdrawal Assets is different from the depositing method. The Company also reserves the right to block the Customer's Trading Room or any Account during the
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investigation if the Customer refused to provide the additional information requested by the Company.

10. In the course of investigation the Company has the right to request additional copies of documents confirming the identity of the Customer, as well as copies of bank cards used to replenish the account, payment documents and other documents confirming the lawful possession and legal origin of funds. The Company also has the right to demand the provision of original documents for review in case of any doubts from Company's side.
  11. The Company does not provide Services to the persons who located at the jurisdictions that are identified by the FATF as high risk and non-cooperative jurisdictions having strategic AML/CFT deficiencies.
  12. The Company's refuse to perform the operations that from Company's point of view are considered to be a suspicious, using of preventive measures (such as blocking or closing of a Customer's Trading Room or any Account) is not the reason for civil liability of the Company for failure to fulfill obligations to the Customer.
  13. The Company is not obliged to inform the Customer or other persons about the measures taken to fulfil the AML/CFT legislation. Also the Company is not obliged to inform Customers or other persons about any suspicions, about the reasons of refuse of execution of a Customer's trading order, of refuse to open the Account, need for providing Customer's documents, etc.
  14. This anti-money laundering and know your customer policy is an integral part of the Agreement, located at the Website. Non-compliance with this policy can be a ground for
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