

TERMS AND CONDITIONS

It is recommended to read this document properly before using the services provided on GXM Investment. This user agreement (the “Agreement”) lays out the conditions under which KW Investments Limited, which is authorized and regulated by the Seychelles Financial Services Authority, license number SD020 (hereinafter “Company”, “GXM Investment”, “we” or “us”), provides you with services on GXM Investment (hereafter referred to as “Service”). These conditions conclude a contractual agreement between the client and the company. For you to remain a server user, you need to familiarize yourself with the terms of use and express your understanding and acceptance of these conditions. The use of the terms “you”, “Client” “User” in this agreement pertains to you or a legal entity that is your representative. If you do not agree to the terms of the company, we implore that you inform us of the reason behind your disagreement...

The legitimacy of using the service

To become a member of the site, you must be of legal age. By accepting this Agreement, you confirm that you are of legal age under the laws of your country of residence. Our company reserves the right to require the submission of documents to verify that you are true of legal age. The operation of your account may be suspended until you submit the relevant documents.

Use of the Service is restricted to persons residing in the United States of America, Canada, Turkey and Japan. To avail of the services, you should declare that you are not a citizen of the aforementioned countries.

Also, the use of the Service is prohibited to residents or citizens of countries with a high level of risk, as defined by the International Organization of The Financial Action Task Force (on Money Laundering) (FATF) and the Organization of The Caribbean Financial

Action Task Force (CFATF). The list of jurisdictions includes Bosnia and Herzegovina, Iran, Syria, Uganda, Vanuatu, Yemen, Haiti, the Democratic People's Republic of Korea and Suriname. Using the Service, you declare that you are not a government official or have any political ties.

Services provided by the Company. How to stop using the service

The provision of services by our company is exclusive, non-transferable to third parties, and has limited access rights. The provision of services by our company may be completed (partially discontinued or limited) at our request, with or without prior notice.

Terminating the right of use. We reserve the right to delete or deactivate your account, block your email or IP address, or take other measures to prevent you from using the Service. Provided you have informed the company, you can complete the usage of the service on your own accord. Completion of the use of the service is tantamount to meeting all other terms of the contract. In accordance with these terms and conditions, you acknowledge that we are not responsible for any losses incurred by you or a third party in the event of termination of the right of use.

Reasons for determination of the use of the Service:

The company reserves the right to bar the client's access to our Services if:

- The contract was breached by the Client.
- The client refused to present the requested information in connection with the contract.
- There were no funds in the Client's Investment account for one (1) calendar month.

The right to use the Service is automatically terminated should any of the following occur:

- The strength of the Client's representations under this agreement has been lost.
- The client is declared bankrupt.
- Death or disability of the Client.
- Liquidation of the company, the legal representative of which is the Client.

The Client has the right to terminate the use of the service at any time, after notifying the Company. The client has the right to withdraw funds from his personal account after the termination of the use of the Service.

Using the service, opening an account and other Investment

To become a user of the service you need to open an account (account).

By agreeing to the terms of this agreement, you acknowledge that all information provided by you when opening an account is true and accurate. You agree to update or add the necessary information in case of its change or request by the Company.

The Client gets access to the Service immediately after confirming his personal email address.

If you create an account on behalf of a company or other legal entity, you guarantee that you have been authorized and therefore have all the pertinent information of the entity you represent.

You do not have the right to the account of other individuals or legal entities without their permission.

You are responsible for maintaining the confidentiality of your account.

You must inform the Company in the event of a breach of your account security.

You acknowledge that our Company is not responsible for any damage resulting from the use of your account by third parties.

Liability from possible damage is removed from the Company and you agree to not hold the Company liable for the breach by third parties.

You can open only one (1) account, and you cannot share it with other individuals and legal entities.

The company has the right to cancel any transaction, without coordinating with the managers, in the case when your account, due to weighty arguments, is suspected of fraudulent activity.

Submitting to this agreement, you grant the Company the right to require you to confirm personal data by presenting personal identification documents. The company may contact third parties who can confirm the personal data provided by you.

We offer the Client Islamic Forex accounts, the terms of which are somewhat different and correspond to Islamic religious principles. The provisions of Islam prohibit any business transaction in which it must pay or receive a certain percentage from the other party. Islamic accounts are swap-free and should be used exclusively by Muslims for religious reasons.

You must provide a substantial justification or confirmation of the need to use a swap-free account. The company reserves the right to refuse to process such a request without providing an explanation.

In case of any signs of fraud and manipulations regarding swap-free accounts, the company has the right to the following actions:

- Immediately withdraw swap-free status from any Investment account of such a client.

- correct and restore any non-accrued swaps and interest expenses related to any Client’s swap-free account for the period when these accounts were transferred to “swap-free” status.
- Immediately close all Investment accounts of such a client, cancel all Investment performed by the Client on these accounts in Our Service, and cancel any profit received by the Client on the Investment account.

Any information on swap-free accounts can be updated and modified by the company, without explanation.

You, as a member of the service, can conduct Investment with stocks, financial instruments, and other assets. You agree that all actions on the service are performed only on your behalf and our Company is your representative when performing any financial Investment. You acknowledge that all responsibility for the transaction lies solely on you.

Access to the server is granted to you according to international time standards, namely from 22:00 GMT on Sunday until 22:00 GMT on Friday (in Winter), or from 23:00 GMT on Sunday until 23:00 GMT on Friday (Summertime) every week, with the exception of public holidays and official holidays. The Company is obliged to inform the Client of any changes on the working hours of the service.

YOU REALIZE THAT YOU CAN LOSE MONEY IN THE COURSE OF PERFORMING INVESTMENT AND USING THE COMPANY’S SERVICES. YOU AGREE THAT ALL THE RESPONSIBILITY FOR ANY DAMAGES LIES SOLELY ON YOU.

As a user of the service, you realize that all conditions are limited to this contract.

You acknowledge that the Company does not manage your accounts and provides services BY “Execution Only”.

We carry out all your investment regardless of profit or loss.

You agree that it is you who are responsible for all Investment you have conducted. As our client, you understand that the company does not hold consultations and is not responsible for the actions you have taken.

In the case of Investment over the phone, the Company performs actions solely on behalf of the Client. If you do not agree with the system phone-in actions, please inform the support service, or you may simply stop using this service.

To perform any Investment actions, the Client should contact their manager.

When contacting Technical Support, the client is guaranteed to receive a phone connection with the Company. In order to perform Investment operations over the phone, the Client is obliged to:

Upon opening

- Prove your identity by presenting personal data.
- If necessary, answer the security question.
- Confirm the terms of the opened transaction.

Upon closing

- Prove your identity.
- If necessary, answer the security question.
- Specify the exact details of the transaction you want to close.

Similar actions will be taken in case of any changes and provide for accurate data to be entered by the Client, in case of any misunderstandings, the representative of the Company is obliged to ask additional questions for verification of the information.

For the safety of both parties and to improve the quality-of-service phone conversations can be recorded.

The client is aware that when opening, closing, or changing Investment, the international rate may be subject to change. With this agreement, the Client confirms any absence of claims to the Company in the event of dissatisfaction with the completed operate because of a change in the exchange rate.

By this agreement, the Client confirms to consent to the recording of phone conversations. This method gives the Company the right to perform only those actions specified by the Client. During the phone conversation, no additional agreements are made between the Client and the manager. Only the Client is responsible for all Investment.

All perfect calculations and forecasts are based only on the knowledge of the Company and the indicators are presented in our interests. With this agreement, you confirm that you are familiar with and understand that the figures may differ from those presented in the primary market.

The company does not provide delivery of physical currency. All profits or losses are stored in the Customer's personal account, after the deposit and until withdrawal.

You acknowledge that the Company may cancel or complete any Investment made during software errors, sudden failures or other causes.

One of our services is a copy Investment service. Copy Investment is a Investment functionality which allows you to copy the account of other Investments. You do this by copying a specific Investment account. By placing a copy order, you authorize us to automatically recreate this account for you in your account without any prior consultation, consent or approval.

Any explanation or information which you get as part of a copy Investment, or about the performance of the copy Investment is not intended to be and should not be considered advice. This information is provided solely for informational purposes.

In deciding to copy a specific Investment or Investment, strategy and/or portfolio, you should consider your financial situation, including your financial commitments. You should understand that copy Investment is highly speculative and that you could sustain significant losses.

When you place a copy Investment, we will charge you fees on the same basis as those charged to the copied account for the same Investments.

The provider of the copied account will get the profit from those users who copy his account. This profit is considered to be a bonus (please see the ‘Promotions and bonuses’ section).

This profit is calculated as a Performance Fee in accordance with the following formula:
Performance Fee = Subscription’s raw profit * Fee %.

Possible restrictions on the use of services and Investment

In order for the Client to use the service and make Investment, you need to follow all the conditions and restrictions contained in this agreement:

- The client has no right to deceive and commit fraud.
- The client has no right to perform actions prohibited by the Company.
- The client has no right to interfere with the security of the server.
- The client should not, in any way, use the service to commit illegal actions.
- The client has no right to deposit illegally obtained money.

- The client has no right to use virus software, computer codes or files to destroy or monitor computer software used by the Company.
- The client has no right to take any actions that cause an unreasonable or disproportionately large load on the technological infrastructure of the Company.
- The client has no right to use automated tools and robots to monitor or use the service.
- The client has no right to leave direct links to any part of the service.
- The client has no right to sell and provide access to the service to third parties.
- The client has the right to use any data for personal use only, without the possibility of copying and selling.
- The client does not have the right to use the Company’s service for the purpose that may involve insults, harassment, invasion of privacy, harassment, defamation, threats, or other actions that are illegal, criminal, unethical, inciting hatred and offending dignity.
- The client does not have the right to provide incorrect data to use the service.
- The client has no right to cause inconveniences and make threats to the Company and all its employees.
- The client is aware that the Company can use automatic and manual methods to verify your compliance with the requirements set out in the “User Restrictions”.

In the event of any irregularities or non-compliance, the Company may initiate an investigation to collect additional information confirming your conformity or non-compliance. You agree to provide all the information that the company requests during the investigation.

No employee who has an employment relationship with the Company can become her Client without Our written permission. Disregard of this rule will lead to the closure of the account and any funds remaining may and will be debited.

The Company reserves the right to take appropriate actions against the Client in case of any delinquencies of the “Restrictions on Use” or in the event of other unauthorized use of the service, including criminal, civil and administrative liability. Delinquency of the Company’s computer systems without permission under this agreement is a violation of the agreement.

The company has the right to complete your investment if it complies with the provisions of the agreement.

Use of Service Materials

As a member of the service, you are provided with a large range of information, various data, and other related materials. The materials consist of market data, quotes, news, opinions of analysts, studies, graphs, which are provided for the company by third parties.

We are not in any way responsible for information provided by third parties. The company provides materials for review and is not responsible for the perception of information by the Client. We do not guarantee the accuracy and relevance of the data presented.

Based on the information described above, the Client is aware that the materials provided do not constitute investment advice.

The service may provide links to third-party websites. However, the company is not responsible for the information provided and the adoption of your decisions after review.

All provided materials, graphics and scripts are on the site solely for informational purposes and are not advisory in nature. You undertake not to copy or transfer the information provided to third parties. The company disclaims all responsibility for the accuracy of the information provided.

By using the services of the Company, you agree to accept all the conditions that the Company edits or updates in this agreement. By continuing to Investment on the platform, you accept these terms and agree to future changes. All amendments made to the agreement will take effect ten (10) days after they are first posted on the site. If you do not agree with the specified obligations related to changes in the terms of the agreement, please do not use the service and do not access the service and do let us know of your decision in writing immediately.

Deposit and Withdrawal

The client is obliged to make a deposit to his investment account in order to be able to make Investment. To make a deposit, all possible forms of payment indicated on the Company's service are provided. The company can change the form of the deposit without prior explanation.

When making a deposit in any other currency except US dollars, the Client is aware of the additional costs associated with conversion and commission. For Investment, the Company engages an independent third party to carry out Investment. The Client acknowledges and confirms that the third-party acts on the basis of the Client's instructions and transfers funds on behalf of the Client in favour of the Company without limitations and guarantees. The client agrees that he has no right to demand payment of funds from a third party by all means under any pretext.

In case the Client makes a deposit via bank transfer, the Client can use only one bank account, which is registered in his country of residence. You agree to send an acknowledgement of the transfer in accordance with the standards. In the case when the

Client does not provide a confirmation of the deposit, sent via a bank transfer can be returned.

If the Client makes a deposit in any other way, the Company reserves the right to introduce any rules, regulations, and norms that seem necessary with respect to such a deposit.

You are aware that a third party is involved only to complete the transaction. No financial agreements can be made between the Client and the third party. By agreeing to the terms of this document, you confirm that no claims should be committed on your behalf by the third party.

The funds in your account will vary depending on the Investment. During the transaction, the indicators will be changed and, depending on profit or loss, are presented in your personal account upon completion of the transaction.

The funds recorded on the Client's account are placed in the Company's bank accounts with banks and credit institutions located in Europe and Asia (not in offshore zones) and cannot be separated from other funds, including the Company's own funds and other service users. The Client can hedge and withdraw the Client's capital to the interbank market — the Client's activities will be facilitated by world-class practices and widely recognized standards in the financial sector.

The Client agrees that the Company does not pay interest on the money in the Client's account and may use the Client's money in any way until it is withdrawn by The Client in accordance herewith.

The Company reserves the right to charge an account maintenance fee in the amount of 5% of the account balance for each calendar month, in the absence of activity by the Client within 90 days. The commission begins to be charged on day ninety-one (91) and stops when activity is resumed.

In order to make a withdrawal, the Client must leave a signed application. The Company reserves the right to withdraw funds in any reasonable form to our discretion in accordance with our anti-money laundering policies and rules.

The company can set limits on the amount of funds that the Client can withdraw for a certain period of time.

All agreements with the Client regarding withdrawal of funds remain valid upon completion of the contractual relationship.

The minimum amount of withdrawal is at least \$ 50.

The company may have an additional commission of 5% if the Client has conducted less than five (5) independent Investment.

The company may request additional customer identification information related to the provisions of anti-money laundering agencies (AML).

In this case, the provision of information by the Client is a precondition / for withdrawal.

In connection with the preservation of the Company's security and the fight against money laundering, we reserve the right to introduce any rules and regulations.

In case of suspicion of delinquency by the Client of the terms of this agreement, the company may refuse to process the request for withdrawal of funds.

The client undertakes to cover all costs associated with the conduct of Investment and commission for currency translation. The company can invoice the Client at any time for any costs.

The client acknowledges that he pays any commission and brokerage fees. The Company reserves the right to change the fee structure at the discretion of the Company without previous explanation.

The client fully recognizes that he independently pays all taxes provided for by the country in which he is a resident. The company undertakes not to tighten additional taxes from the Client. The company may deduct the tax from the amounts that are the result of customer activity with the company.

The Company reserves the right to withhold the amounts of such taxes and to invoice the Customer for any taxes to which this clause can be applied. After creating a Customer Account and before processing a request for the withdrawal of funds, the Company may ask the Customer to fill in certain tax documents. If the Client is unable to provide documents within sixty (60) days, the Company will be forced to restrict the Client's access to their service.

The client is solely responsible for the accuracy of the provided details and undertakes to report any changes in the data in time.

If funds have been sent to the Client's account and the Company subsequently determines that any part of these funds was sent as a result of delinquency of the agreement, the Company has the right to withdraw these funds subject to the commission. An alternative option is to invoice the Client for the amount of the transfer, considering all possible fees.

If the Client is obligated to pay the Company an amount in excess of the available funds in the account, the Client is obliged to make a money transfer within two working days from the date of the invoice.

The company has the right to write off all the funds available on the Client's account, considering the deposit, profits, and bonuses, in case of violation of this agreement by the client.

Customer Promotions and Bonuses

The company is obliged to offer bonuses and the opportunity to participate in promotions to both new and existing customers.

Bonuses and promotions are the privileges of Customers, and the Company may refuse to provide them.

The terms of bonuses and promotions are given in this section and are available on the Company's website.

Bonuses can be offered by the Company on an individual basis, depending on the conditions under which the cooperation with the Client takes place. At times, the Company offers bonuses to VIP customers.

The client receives bonuses only after all requested documents are provided by the Company.

There are two types of bonuses:

1. Bonus for Replenishment
2. Advance Bonus.

The Bonus for Replenishment is provided by the Company when customers deposit funds into their accounts.

Withdrawing bonuses and incomes is only possible when the volume of Investment is reached. There is no time limit to achieve the required volume of Investment.

Investment volume does not include Investment that open in a mixed way, scalping Investment and Investment that lasted less than three minutes.

When withdrawing cash, the Client understands that all positions on the account will be completed, and the cash balance will be recalculated by the following method:

Cash balance on the Client's account = current balance – the amount of the bonus provided – the total income received by the Client on all closed Investment since the bonus was activated.

If during the bonus usage period, the amount of the account balance is less than the bonus amount, the Client will be able to withdraw funds only after the bonus is fully worked out. The terms and conditions of bonus working out are specified in this Agreement.

An advance bonus is provided by the Company to customers as agreed with the customers before the clients reload the account provided that the clients reload the account.

The company and the client agree on:

- Bonus size.
- The period during which the Client is obliged to reload his account.
- The amount to be credited.

If the Client has not replenished the account within the agreed time, the Company has the right to debit bonuses, as well as income received by the Client during the period of use of advance bonuses.

Failure to deposit on the given time to replenish the account, the Client's account will be blocked.

The conditions for the advance bonus are similar to the conditions for the bonus replenishment. The company reserves the right to change or cancel the program of bonuses and promotions at any time without prior notice.

All decisions regarding bonuses are made by the Company. All individual situations are discussed between the Client and the Company.

Personal Data Protection

Our Company abides by the corporate policy of personal data protection. After reading this Agreement, you are aware of the essence of the written policy and agree with the policies of the company. The company has the right to make any amendments and changes. As a customer of the service, you are obliged to follow all stipulated policies.

By this agreement, the Client grants permission for the processing of personal data. Any actions, such as collection, systematization, storage and use of personal data should be carried out in an accessible way. The client agrees to the processing of data on their own, in their own interests. Personal data includes full name, date of birth, permanent residence and all other information pertaining to personal identification. The Client is aware that the collection of information is carried out solely to confirm your identity and the safety of all those who have access to the Company. Consent is valid at the time of its acceptance by the Client and until the time of refusal.

Consent to and receiving emails and SMS

By this Agreement, the Client authorizes sending electronic and SMS messages from the Company to the provided email address and mobile number.

The client may cancel the mailing by writing to our email address: support@gxminvestment.com or by contacting our manager.

Recording conversations between the Client and the Company

You agree that all conversations between you and Company representatives may be recorded without warning, to improve the quality of service and to serve as evidence in the event of any conflicts and misunderstandings.

Possible risks

The client understands any possible risks during Investment when using our service. The client accepts the fact that all Investment are at high risk. Your acceptance of the Agreement automatically means your acquaintance and acceptance of the possible risks.

The client is aware that any Investment in the foreign exchange market may incur losses. We recommend that you familiarize yourself with the chances of losses. With this agreement, you confirm and accept the specified information, and remove the liability from the Company for possible incurred losses during Investment.

Limited Company Liability and Warranty Disclaimer

The company informs that under no circumstances will it be liable for any possible damages when the Client uses the service and the materials provided by the Company.

Hence, we are NOT responsible for:

- improper use of the service by the Client.
- any wrong decisions you make.
- both accidental and intentional suspension of work or changes in the Company's service.

The Company is not responsible for the Client's use of services of third parties advertised on Our service.

The company is exempted from any payments, damages and claims in case the Client transacts with a third party.

The client fully agrees that he uses the service at his own discretion with careful consideration of risks.

The Company's service is available to the Client in its current form, without any guarantees.

Resolving Conflicts and Complaints

GXM Investment is respectful and serious about customer complaints. If you have any comments on the service, please inform us immediately about it.

The following are procedures for handling complaints and disputes regarding the services provided by our Company.

Filing a complaint

The client may send a complaint by writing to the account manager. Each complaint is subject to review. Please send a copy of your complaint to the email address: support@gxminvestment.com

Who accepts complaints and how they are processed

After the Client reported a complaint, the manager has 7 days to consider it and decide directly with the Client. If the problem is not resolved, the complaint is endorsed to the internal control specialist, who also has 7 days to resolve the situation. After such time, the Client will receive an email.

Deadlines for handling complaints

Both the manager and the internal control officer are trying to solve the reported problem within 7 days. If within 7 days the Client and the internal control specialist have not reached an agreement, within the next 7 days, the Client will receive a letter

with a more detailed response. Only the most complex cases are resolved in a period of more than 28 days. In such cases, the Client is informed of the reasons for the delay.

Legal protection for resolving complaints

Each complaint received is considered on a case-by-case basis and remedies depend on the circumstances of the complaint. These remedies may be in form of:

- Written or oral explanation of the problem.
- Links to disclosure documents.
- The product offers at a reduced price.
- Refund.
- Help complainants.
- Identification and implementation of some cases.

All complaints are processed free of charge, in accordance with statutory requirements.

How complaints are monitored

The internal control specialist provides a guarantee for the consideration of each application. In addition, we provide monthly reports on reported and reviewed complaints.

Legislation and Jurisdiction

This document is governed by the laws of the country of incorporation of the Company. The Parties agree that dispute resolution can only take place in the courts of the Company's country of incorporation.

This agreement is considered concluded between the Company and the client in the country of registration of the Company.

Conclusion

This agreement gives the Client only the right to use the service, not necessarily a partnership, joint venture or franchise between the parties. The agreement does not provide rights or remedies to a third party.

The company reserves the right to make any changes to this agreement at any time, with the obligation to post on its web page, without any given explanation. The client agrees with the action of possible revisions.

This agreement between the Client and the Company is unique and relevant and cancels all previous agreements between the Client and the Company.

The Company's refusal to comply with any provision of this agreement will not be interpreted as a waiver of any provision or right.

If any of the provisions of this agreement will be invalid in connection with the provisions of the law, they will be replaced with a new one in accordance with legal regulations. All other provisions not in conflict with any existing laws are deemed valid.

You acknowledge that you have read each provision of this agreement, including additional documents and references, and agree to its terms. You confirm that your decision to enter into an agreement was made independently and you do not rely on guarantees or any representative from offices.

You understand and accept the fact that you have no right to transmit the information provided, without Our written permission while the Company is free to transmit and provide its information without your consent.

The company is not responsible for the failure to act in case of force majeure. These include natural disasters, attempts at terror, fires, wars, and other causes beyond our control.

The titles of the sections of this Agreement are null and void.

Use of the service by the Client is limited solely to this agreement.

This agreement also includes: an application of possible risks, a privacy policy and all information related to the terms of Investment.

This agreement is effective from the moment the client accepts this agreement. The acceptance of the agreement takes place at the time of registration of the client on our website.

AML/KYC policy

Money Laundering/Combating financing terrorism (AML/KYC/CFT) is the process of concealing financial transactions to make illegitimate money, derived from illegal activities such as embezzlement/corruption/illegal gambling/terrorism/organized crime, appear legitimate. Under a broad definition, the laundering process is accomplished in three stages:

- (a) Placement – the physical disposal of cash proceeds derived from criminal activity.
- (b) Layering – separating the illicit proceeds from their source by creating complex layers of financial transactions designed to disguise the audit trail and provide anonymity.
- (c) Integration – the provision of apparent legitimacy to wealth derived from crime.

If the layering process is successful, integration schemes place the laundered proceeds back into the economy in such a way that they re-enter the financial system appearing as normal business funds. Its main objective is to hide the real source of illegal proceeds and make them legally usable, by converting them into legitimate money through a series of financial transactions. Technological advancements have helped money launderers adopt innovative means to transfer funds faster across continents making detection and preventive action more difficult. The attempted misuse of the financial system for the perpetration of fraud has been recognized globally as a major problem that needs to be continuously tackled at every level in a dynamic manner. As a Responsible Company, we consider it our moral, social, and economic.

Responsibility to prevent the misuse of the financial system for laundering proceeds of criminal activities and to coordinate the global war against money laundering. Our role in curbing this global reality begins with stringent

“Know Your Customer” procedures. Imbibing the true spirit behind the international financial community’s resolve to fight money laundering, the Company has resolved to conduct day-to-day business with due skill, care, and diligence and seek to

always comply with both the letter and the spirit of relevant laws, rules, regulation, codes, and standards of good practices. The purpose of the Anti Money Laundering/Combating financing terrorism measures is to prevent the system of the Company from being used for money laundering and financing terrorism.

Therefore, AML / KYC and CFT measures formulated include:

1. Customer Identification Procedure – “Know Your Customer” procedures.
2. Monitoring of suspicious transactions.
3. Appointment of the Compliance function.
4. Personnel Training.
5. Maintenance of Records.
6. Periodic testing of the implementation of AML / KYC / CFT and Compliance measures.

“Customer due diligence” (CDD) procedures include:

- (a) Identifying a customer.
- (b) Determining whether the customer is acting for a third party and, if so, identifying the third party.

(c) Verifying the identity of the customer and any third party for whom the customer is acting; The scope of these procedures and policies applies to all branches, offices, contractors, and affiliated companies of the Company and is to be read in conjunction with related operational guidelines issued from time to time. These procedures address the responsibility of management and employees for:

- Creating and implementing policies, procedures, and controls related to customer acceptance, maintenance, and monitoring.
- Customer due diligence.
- Declining or terminating business relationships or transactions.
- Personnel training regarding customer acceptance, maintenance, and monitoring.
- Monitoring accounts, activities, policies, procedures, and plans.
- Awareness and communication.
- Management reporting.
- Reporting (SAR/STR) to Financial Intelligence Unit (FIU).

Key Principles and Objectives

This procedure manual has the following key principles and objectives:

- The Company will introduce necessary policies and procedures to ensure that the risk of possible money laundering, proliferation financing, or financing of terrorism and related activities associated with customers' relationships and transactions is managed and mitigated.

- Customer due diligence procedures regarding business relationships and transactions will be developed and implemented as required by applicable legislation.
 - To establish a business relationship with a potential customer, appropriate information has to be obtained from the person seeking to establish the relationship. The information obtained is to be verified by comparing it with information obtained from source(s) as required by legislation.
 - The Company may decline or terminate business relationships or transactions where there appears to be a risk that its services and infrastructure will be abused for the purposes of money laundering and/or terrorist financing.
 - The Company will provide the appropriate training to all affected employees on customer acceptance, maintenance, and monitoring.
 - The Company will proactively monitor adherence to this procedure's manual, ensuring compliance with its obligations as required by legislation.
 - Affected company employees must be made aware of the contents of this manual, inclusive of their responsibilities and actions expected of them.
 - Management reports must be produced to allow the company actively and effectively monitor customer acceptance, maintenance, and monitoring initiatives.

Compliance function.

The Company's compliance function consists of two levels and addresses the responsibilities of Money Laundering Reporting Officer and Money Laundering Compliance Officer.

CEO (who also serves as Money Laundering Reporting Officer) and the Board of Directors of the Company. Responsibilities of the CEO and the Board of Directors include:

- I. Create a culture within the Company that supports the achievement of compliance objectives by ensuring rigor in the recruitment, selection, individual development, and monitoring of compliance personnel.
- II. Develop and promote, among Company's personnel at all levels, a high degree of awareness of the crucial importance of compliance with AML/CFT and KYC procedures.
- III. Oversee the development, ongoing update, and implementation of compliance-related policies and procedures.
- IV. Work in close collaboration with the Compliance Department to ensure there is an effective relationship between the Compliance Department and the members of the Board.

2. Company's Compliance department, headed by Chief Operational Officer (who serves as Money Laundering Compliance Officer). The Money Laundering Compliance Officer is responsible for:

- I. Appointment of compliance officers (personnel of the Compliance department)
- II. Monitoring, coordination, and control over the day-to-day activity of compliance officers.
- III. Training of compliance officers.
- IV. Reporting to the CEO and the Board of Directors of the Company if the Compliance department has a reason to believe that a suspicious transaction has/ may have resulted in money laundering.
- V. Periodic control of implementation of AML / KYC / CFT measures and compliance procedures.

- VI. Periodic review and updating of the present Manual. Responsibilities of the Compliance department include
- I. Putting in place necessary controls for the detection of suspicious transactions.
 - II. Cancelling or forbidding the transaction.
- VII. Receiving disclosures related to suspicious transactions from the staff or otherwise.
- VIII. Training staff and preparing detailed guidelines/handbooks for the detection of suspicious transactions.

“Know your customer” procedures

Customer security is a key consideration for KW Investments Limited, and we take our commitment to safeguarding our client's best interests extremely seriously.

We have implemented a series of KYC (Know Your Client) procedures designed to secure the private information of our clients while keeping the company in line with compliance best practices and policies for financial services companies. These are aimed at preventing any instances of identity theft, money laundering, fraud, or terror activity.

We operate on a strict Zero Tolerance basis. Any fraudulent activity will be documented and will result in the immediate closure of any Investment accounts related to such activity. Funds deposited in any such accounts will be forfeited.

These procedures secure your personal data, and your financial transactions remain secure. Without completing our KYC procedures, your investment activity will be limited, and you will not be able to withdraw funds from your account.

Opening and funding an investment account with us will require the following documents to be submitted:

1. Proof of Identity document (colored photo or scan), the following can be submitted:

- Passport
- National Identity card

Proof of Identity document must clearly contain the following:

- Full name
- Date of birth
- Date of issue and expiration
- Clear photo

The minimum validity period of an identity document must be 6 months before the expiration date.

2. Second identity document, (colored photo or scan), the following can be submitted:

- Driving license
- Insurance ID
- Certificate of live birth/marriage/divorce
- Diploma
- Military ID

3. Colored photo of a document that confirms your address and is not older than 90 days from the date of issue. The photo must show your full address of residence, first and last name, date of issue, and official stamp or barcode. You may submit your:

- Utility bill
- bank statement
- check
- certificate of residency
- penalty notice
- legal agreement

4. Colored photos of both sides of the signed card/s you used to deposit. For your security, please cover the CVV number and the seventh to twelfth digits of your card/s number/s, leaving the first six and last four digits visible on both sides of your card/s. The cardholder's name/s and expiry date/s must be visible.

Submit the required documents in PDF / JPEG / JPG / PNG image formats to the compliance department support@gxminvestment.com.

Submit your compliance as soon as possible after activation of your investment account. Please note that your missing compliance may result in limitations on your investment account.

Consider that with missing compliance any withdrawal requests from your investment account will not be processed.

Training of personnel

The Company maintains an onboarding and ongoing employee-training program to ensure that relevant staff is adequately trained in KYC procedures. The timing and content of training vary based on the target audience. Training requirements should have a different focus for new staff, staff dealing with new customers or customer retention. The new staff is educated about the basics of AML / CFT and KYC procedures and the importance of implementation of all relevant compliance policies. These basic compliance requirements are presented to them during the two-week onboarding training that every new staff member must attend. Staff members who deal directly with the customers are trained to verify the identity of new customers, exercise due diligence in handling accounts of existing customers on an ongoing basis and detect patterns of suspicious activity. Regular refresher training is provided to ensure that employees are reminded of their responsibilities and are kept informed of new developments. It is crucial that all relevant staff fully understand the need for and implement KYC policies consistently. A culture within services that promotes such understanding is the key to a successful implementation.

Penalties Due to Non-Compliance

The employees are expected to comply with compliance policies and procedures outlined in this manual. Failure to comply might have serious implications including disciplinary action and, in some cases, even individual criminal penalties.

Communication with Employees

Open channels of communication are set between the Compliance Department of the Company and all other employees of the Company. Periodic updates about AML / CFT and KYC issues are provided to the staff of the Company. The Company has established an onboarding and ongoing employee-training program to ensure that the staff is adequately trained in

compliance procedures. Training objectives have different focuses on frontline staff, compliance staff and retention staff to ensure that all those concerned fully understand the rationale behind the procedures and policies and implement them consistently.