



PRIMAVX

Policy on Anti-Money Laundering (AML) and Terrorism Financing

This Policy on Anti-Money Laundering (AML) and Terrorism Financing sets forth the Company's framework for detecting, preventing, and reporting any activity that may be linked to money laundering or the financing of terrorism. It outlines the principles, controls, and internal procedures adopted by the Company to ensure compliance with applicable international standards, regulatory requirements, and best practices. By engaging with the Company's services, all Clients acknowledge their responsibility to provide accurate information, cooperate with verification processes, and refrain from using the Company's platform for unlawful or illicit purposes.

ARTICLE 1.1: Commitment to International Standards

The Company operates in global financial markets and acknowledges its responsibility to uphold strict measures against illicit financial activities. To align with international conventions and regulatory frameworks, the Company maintains a structured program to deter, detect, and report money laundering, terrorism financing, tax evasion, fraud, embezzlement, and other unlawful financial conduct.

ARTICLE 1.2: Compliance with Applicable Laws

The Company recognizes money laundering and terrorism financing as grave criminal offenses. Full cooperation will be extended to supervisory, investigative, and enforcement authorities whenever Client involvement in such activities is suspected or confirmed. To safeguard its integrity, the Company has established detailed procedures, internal controls, and monitoring systems to mitigate risks associated with financial crime.

ARTICLE 1.3: Know Your Client (KYC) Requirements

In accordance with regulatory obligations, the Company enforces a comprehensive KYC framework. Each Client must undergo a mandatory verification process prior to activating an Account. By entering into these T&C, Clients expressly consent to comply with both AML and KYC requirements, including verification of personal details and assessment of the legitimacy of funding sources.



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ARTICLE 1.4: Declaration of Funding Sources

All Clients are required to provide transparent and verifiable information concerning the origin of funds deposited with the Company. Supporting documentation may be requested to substantiate such declarations. The Company shall preserve financial records in accordance with regulatory mandates but may lawfully decline to share such records with Clients or third parties where disclosure could undermine crime-prevention efforts.

ARTICLE 1.5: Recordkeeping and Transaction Monitoring

By transacting with the Company, Clients authorize the retention of financial and identification data necessary for monitoring, auditing, and regulatory reporting. Where required, the Company may file Suspicious Transaction Reports (STRs) or similar disclosures with competent authorities without prior notice to the Client.

ARTICLE 1.6: Enhanced Internal Oversight

The Company's compliance and audit functions regularly assess its operational practices to ensure conformity with AML and terrorism financing standards. Background checks may extend to politically exposed persons (PEPs), beneficiaries, and associated entities. Clients from high-risk jurisdictions are subject to escalated scrutiny, and appropriate measures will be applied based on assessed risk.

ARTICLE 1.7: Risk-Based Client Due Diligence

The Company adopts a tiered approach to due diligence. Clients assessed as low risk may undergo simplified checks, while higher-risk categories may be subject to detailed investigations, including requests for additional identification or transaction justification. Continuous monitoring ensures that activity remains aligned with the Client's declared profile.



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ARTICLE 1.8: Restrictions on Anonymous or Third-Party Relationships

The Company does not permit anonymous accounts or unverified relationships. Where a third party acts on behalf of a Client, valid legal authorization, including a notarized power of attorney, must be provided and approved. Transactions not meeting verification requirements may be rejected at the Company's discretion.

ARTICLE 1.9: Refusal or Termination of Services

The Company retains full authority to decline or discontinue services if a Client fails to provide adequate documentation or discloses illegitimate activity. The Company may also suspend or terminate any business relationship where the purpose or justification of transactions cannot be established.

ARTICLE 1.10: Risk Evaluation and Client Profiling

When evaluating Clients, the Company considers risk indicators such as jurisdiction, business model, corporate structure, transaction behavior, and political exposure. Where higher risks are identified – including potential links to weapons proliferation or criminal networks – the Company reserves the right to apply stricter measures or reject the Client relationship altogether.

ARTICLE 1.11: Uniform Application of Controls

All internal verification procedures are applied equally to every Client, regardless of personal association, referrals, or prior business relationships. The Company enforces objective standards to ensure consistency in the application of AML measures.

ARTICLE 1.12: Client Capacity and Legal Eligibility



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Clients must possess full legal capacity to enter into binding contractual relationships. Where the Client's legal standing is in doubt, the Company will evaluate their eligibility and reserves the right to immediately terminate relationships with Clients lacking such capacity.

ARTICLE 1.13: Continuous Monitoring and Updating

The Company regularly reviews Client profiles and transactional patterns to detect irregularities or unlawful activity. Ongoing monitoring ensures that AML and KYC standards remain up to date with evolving regulations and industry best practices.

ARTICLE 1.14: Policy Enforcement and Client Cooperation

Clients must cooperate fully with all AML and KYC requests from the Company. Failure to do so may result in suspension or closure of the Client's Account under these T&C. The Company remains committed to maintaining a safe, transparent, and fully compliant trading environment.