

ANTI-MONEY LAUNDERING POLICY

This Anti-Money Laundering Policy (“**AML Policy**”) is testimony to the Company’s commitments against money laundering, financing of terrorism, and related illegal activities. It describes the Company’s policies and procedures instituted to ensure that the Services offered by the Company are not being used by the Users to facilitate commission of any criminal offences, including but not limited to those under the Prevention of Money Laundering Act, 2002 and the Unlawful Activities Prevention Act, 1967. Although under the said laws, the Company does not qualify as an entity obligated to follow the procedures prescribed herein, the Company believes in total transparency and adherence to the law and discourages any of the illegal activities while using its services. Hence crypque has prepared this AML Policy to ensure the transparency of trading and to ensure the prevention of money laundering and other illegal activities.

This AML Policy applies uniformly to any User desirous of availing the Services or otherwise using or benefitting from the use of the Website (available at Crypque.in) and related mobile and software applications, whether existing now or in future (collectively the "Online Platforms") and may be read as a part of the User Terms and Conditions. It is imperative that you read this AML Policy before using the Online Platforms or submitting any personal information. By using the Online Platforms, you are expressly consenting to be bound by the User Terms and Conditions and consequently this AML Policy. Crypque Pvt. Ltd., is a private limited company incorporated under the laws of India and having its registered office at, Crypque Pvt. Ltd.. JMD MEGAPOLIS, Office No 257, Badshahpur Sohna Rd Hwy, Gurgaon 122018, Haryana, India. The terms “We”, “Our”, “Company” and “Us” refer to the Company which term shall refer to and include its owners, directors, investors, employees or other related parties, and the terms “User”, “You” and “Your” refer to a User of our Online Platforms.

This is an agreement between Crypque Pvt. Ltd.. and User, which is binding and requires mandatory compliance by User. To prevent misuse of the crypque services, Users are required to strictly comply with the terms contained herein, which forms part and parcel of the User Terms of Service.

Terms not defined herein shall carry the same interpretation, as in the User Agreement and in the absence thereof to general usage and parlance. As part of identification procedure, we need to obtain certain customer identification documents including a copy of PAN card and address proof from every customer. These processes make us know who are paying us money and whom we are sending money, without which our website and services can be used for money laundering and other illicit purposes.

Users are required to read, review, understand and then agree to the terms hereunder for using or availing of the crypque Services, before clicking the “**I Accept**” option.

This Anti-Money Laundering Policy (herein after referred to as the “**AML Policy**”) supersedes and replaces any and all prior oral or written understandings or agreements between Crypque Pvt. Ltd.. and the User with respect to the AML Policy.

1. DEFINITIONS

All terms defined in the Terms of Service and the Privacy Policy will carry the same meaning, force and effect in this AML Policy.

1.1. In this AML Policy:

“**Applicable Law**” means the law in force for the time being within the territory of India;

“**Identification Document(s)**” refers to:

- (i) Permanent Account Number (PAN) card;
- (ii) Aadhaar Number;
- (iii) Passport, Driving License, Voters’ ID, Government issued identity cards, Bank Statement; or
- (iv) Such other document as may be notified by the Company from time to time;

“Periodic Updation” refers to undertaking the User’s identity verification afresh by following the procedure prescribed under Clause 8.1 (Customer Verification Procedure) of this AML Policy, at such intervals as the Company deems fit or as directed by appropriate enforcement authorities.

“Sanction Lists” refer to lists of natural and juridical persons included under any list circulated by the Reserve Bank of India and the United Nations Security Council, including without limitation, the ISIL and Al-Qaida Sanctions List and the 1988 Sanctions List.

“Suspicious Transactions” refers to the following activities, whether attempted or executed:

(i) **Terrorist financing:** transactions which to a person acting in good faith appear to be any funds collected to be used, in full or in part, by any terrorist or related organization, or in order to carry out any of the activities relating to terrorism, or terrorist acts; or

(ii) **Unusually Complex:** transactions which to a person acting in good faith appear to have been structured in a manner of unusual or unjustified complexity; or

(iii) **Malafide Purpose:** transactions which to a person acting in good faith appear to have not been transacted for bonafide purpose or have a sound economic rationale; or

(iv) **Money Laundering:** transactions which to a person acting in good faith appear to involve proceeds of any offence listed in the Schedule to the Prevention of Money Laundering Act, 2002; or

(v) Give rise to a reasonable ground of suspicion that it may involve proceeds of an offence specified in the Schedule to the Act, regardless of the value involved;

2. AML POLICY IS PART OF OUR TERMS

This AML Policy is a part of and incorporated within, and is to be read along with the User Terms and Conditions (the “Terms”).

3. POLICY CHANGES

The Company may change and update this AML Policy from time to time. Such changes may be made without prior notice, but any changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review this AML Policy whenever you access the Online Platforms.

4. YOUR OBLIGATIONS

4.1. You acknowledge that it is your duty to ensure compliance with the terms and conditions described in this AML Policy and accord your consent to not using the Services and the Online Platforms in any manner which results in committing/attempting to commit any criminal offences. You also agree and consent to any changes made to this Privacy Policy in due course and without notice.

4.2. You must ensure that any personal information and/or Identification Documents submitted by you belong to you.

4.3. You must file a fresh proof of address within a months of making any changes to the address mentioned as per the 'proof of address' submitted by you or if company demand for Re-kyc in any such condition as company think fit so.

4.4. In case you are acting on behalf of a juridical person, you must identify the Beneficial Owner and also assist in verification of the identity of such Beneficial Owner and any individual who purports to act on behalf of such juridical person.

4.5. The User hereby agrees and undertakes to not indulge, assist, abet and encourage in any manner whatsoever, in any activity involving money laundering or financing of any illegal or unlawful activities.

5. PURPOSE OF THIS POLICY

5.1. In order to mitigate its risks relating to money laundering and other illegal activities, the Company intends to put in place this policy which has the following elements:

- (i) Customer Acceptance Terms; and
- (ii) Risk Management Procedure; and
- (iii) Customer Verification Procedure; and
- (iv) Transaction Monitoring Terms.

6. CUSTOMER ACCEPTANCE TERMS

6.1. The Company may either at the time of opening the User Account, or while undertaking any transactions, or during Periodic Updation, or for any other reason, ensure your compliance with the following:

- (i) Require that you undergo a verification process during the activation process of your User Account by submitting your Identification Documents and such other details, as mandated under Clause 8 (Customer Verification Procedure) of this AML Policy;
- (ii) Require you to furnish such other details as may be deemed necessary by the Company to verify your identity, if the Company has reason to believe that you are a person or entity enlisted in the Sanctions Lists.
- (iii) Require you to submit such additional information and/or data as may be directed by a competent enforcement authority.
- (iv) Require you to certify that your Linked Bank Account is held only with a scheduled commercial bank compliant with all Know Your Customer (KYC) procedures mandated under the applicable laws.

6.2. The Company may, in its sole discretion, refuse to open any new accounts, terminate existing User Accounts after giving due notice, or refuse to process any transactions on the Online Platforms if it is unable to ensure compliance with any of the aforementioned conditions, either due to non-cooperation by the User or due to the details provided by the User being found enlisted on any Sanctions Lists or unreliable or unverifiable to the Company's satisfaction.

6.3 Any customers whose registration information does not match the documents provided or appears to be fictitious may not be registered, and if registered, their registration shall be terminated.

6.4 No customers shall be allowed to register in fictitious names or if the customer appears to be an anti-social element or is found to have a record of fraud, cheating or forgery.

6.5 Crypque Pvt. Ltd. shall not accept any customers who are below 18 years of age or who do not have the mental capacity to enter into legally binding contracts. However, it shall not be the responsibility of Crypque Pvt. Ltd. to determine the legal capacity of the customers and a warranty regarding their legal capacity shall be considered as satisfactory fulfillment of this condition.

7. RISK MANAGEMENT PROCEDURE

7.1. The Company may categorize its Users including you into low, medium or high-risk categories, after undertaking an appropriate risk assessment of each User based on the following factors (including without limitation):

- i) Sufficiency and adequacy of identification information submitted under Clause 8 (Customer Verification Procedure); or
- ii) Its social and/or financial status; or
- iii) Nature of User's business/vocational activities; or
- iv) Guidance notes circulated by various governmental and inter-governmental organizations.

7.2. You acknowledge that in order to maintain the integrity of the Risk Management Procedure, the Company will keep your risk categorization and any data related thereto confidential. You will not be entitled to seek disclosure of your risk categorization. However, the Company may disclose the User's risk categorization data to the competent enforcement authority if it finds that a particular User has executed or is likely to execute any Suspicious Transaction.

8. CUSTOMER VERIFICATION PROCEDURE

8.1. The Company, during activation of User Accounts or while undertaking any transactions or for any other reason, may require for the purposes of verification of any User's identity, following details:

- i) In case of individuals - one copy of any photo Identification Document containing their identity details; and one copy of any Identification Document containing their address details; one recent photograph; any other documents pertaining to business/financial status of such individual as may be prescribed by the Company from time to time;
- ii) In case of companies – one copy each of the Certificate of Incorporation; Memorandum and Articles of Association; Board resolution authorizing to transact Cryptocurrencies on the Online Platform; Identification Documents containing identification and address details of the individual authorised to transact along with a copy of such authorization document; Pan Number;
- iii) In case of partnership firm/Limited Liability Partnership – one copy each of the Registration/Incorporation Certificate; partnership deed; Identification Documents containing identification and address details of the individual authorised to transact along with a copy of such authorization document; authorization letter for trading in cryptocurrencies; and other documents as may be requested.
- iv) In case of trust and foundations
 - a) Certificate of registration, if registered.
 - b) Power of Attorney granted to transact business on its behalf.
 - c) Any officially valid document to identify the trustees, settlors, beneficiaries and those holding Power of Attorney, founders/managers/ directors and their addresses
 - d) Resolution of the managing body of the foundation/association
- v) In case of Proprietorship Concerns
 - a) Registration certificate (in the case of a registered concern)
 - b) Certificate/licence issued by the Municipal authorities under Shop & Establishment Act,
 - c) Sales and income tax returns
 - d) GST certificate

- e) Certificate/registration document issued by Sales Tax/Service Tax/Professional Tax authorities
- f) License issued by the Registering authority like Certificate of Practice issued by Institute of Chartered Accountants of India, Institute of Cost Accountants of India, Institute of Company Secretaries of India, Indian Medical Council, Food and Drug Control Authorities, registration/licensing document issued in the name of the proprietary concern by the Central Government or State Government Authority/ Department, IEC (Importer Exporter Code) issued to the proprietary concern by the office of DGFT, etc

8.2. crypque shall determine the identity of the User and shall take all reasonable steps to verify Users identity.

8.3 For the purposes of verification of any User's identity, the Company may rely on appropriate and licensed third-party service providers to authenticate the Identification Documents and other incidental details provided by the User.

8.4. If the Company finds any User information obtained in accordance with the procedure described under this Clause to be inadequate, insufficient, or enlisted on the Sanctions Lists, the Company may in its discretion either refuse or terminate (as the case may be) the registration of such User Account or require verification of such User's Identification Documents again.

8.5. Where the User is a juridical person, Crypque Pvt. Ltd. shall verify that any person purporting to act on behalf of such User is so authorized and shall verify the identity of that person.

8.6. Crypque Pvt. Ltd. shall exercise ongoing due diligence with respect to the business relationship with every User and closely examine the transactions in order to ensure that they are consistent with their knowledge of the User, his business and risk profile and where necessary, the source of funds.

8.7. In the event that it is brought to the attention of Crypque Pvt. Ltd., that a particular User or account is maintained under a fictitious name, Crypque Pvt.

Ltd. has the full right and authority to terminate and close such an account with immediate effect and without prior notice to the User.

8.8. If crypque.in doubts the adequacy or veracity of previously obtained customer identification data, Crypque Pvt. Ltd. shall review the due diligence measures including verifying again the identity of the User and obtaining information on the purpose and intended nature of the business relationship, as the case may be.

9. TRANSACTION MONITORING TERMS

9.1. All transactions executed and/or attempted to be executed on the Online Platforms are regularly monitored by the Company, both manually and through use of software based algorithms, in order to promptly identify and highlight certain kinds of transaction including without limitation, the following kinds of transactions:

- i) High value transactions of amounts greater than INR 49,000 or any such specified limit set by government of India or respected authority time to time (Rupees Fifty Thousand);
- ii) Cross-border transactions of amounts greater than INR 5 Lakhs or any such specified limit set by government of India or respected authority time to time (Rupees Five Lakhs), if any
- iii) Suspicious Transactions;
- iii) or as may be prescribed time to time.

9.2. The Company may, from time to time, undertake necessary investigation in order to identify and examine transactions inconsistent with any User's risk profile (determined in accordance with Clause 7 (Risk Management Procedure) above), sophistication, and expected usage pattern.

9.3. The extent of monitoring shall depend on various factors including upon each User's risk profile.

9.4. The Company reserves the right to terminate the User Account, restrict and/or prevent access to Online Platforms, or report to the appropriate

enforcement authorities the activities of any User in respect of transactions identified under this Clause 9 (Transaction Monitoring Terms).

9.5 Prohibited Activities: Crypque Pvt. Ltd. has a very strict policy of not allowing its services to be knowingly used for any “Prohibited Activities”. No customer shall use the services of Crypque Pvt. Ltd. for any Prohibited Activities. Crypque Pvt. Ltd. may conduct manual checks to ensure that no Crypque Pvt. Ltd.’ customer is indulging in Prohibited Activities; these checks may in future become automated. The Prohibited Activities for the purposes of this policy shall include:

- (i) **Fraud:** any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (ii) **Corruption:** offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the action of another party.
- (iii) **Collusion:** arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (iv) **Terrorist financing:** provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.
- (v) **Criminal conduct:** conduct, which constitutes an offence in any part of the world or would constitute an offence in any part of the world if it occurred there.
- (vi) **Money laundering:** Money laundering is essentially the process of engaging in such financial transactions that are designed to conceal the true origin of criminally derived proceeds for the purpose of ensuring that such proceeds appear to have been received through legitimate

sources/origins. It has been defined under the Prevention of Money Laundering Act, 2002 in the following words:

“Whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or is actually involved in any process or activity connected with the proceeds of crime including its concealment, possession, acquisition or use and projecting or claiming it as untainted property shall be guilty of offence of money-laundering.”

9.6. Crypque Pvt. Ltd. Actions: In case it comes to the knowledge of Crypque Pvt. Ltd. or Crypque Pvt. Ltd. becomes suspicious that any customer is engaging in any Prohibited Activities Crypque Pvt. Ltd. reserves the right to terminate the account of the customer and prevent such customer from undertaking any further actions on any of Crypque Pvt. Ltd.’ services, existing or in future. Crypque Pvt. Ltd. shall further be fully entitled, if it so chooses, to report such suspicious activities to the appropriate authorities.

10. MAINTENANCE OF RECORDS

10.1. The Company will maintain and preserve the following information and/or data:

i) Records of all transactions executed on the Online Platforms, for a period of at least 10 (Ten) years from the date of each transaction, including but not limited to:

- a) The nature of the transactions;
- b) The amount of the transaction and the currency in which it was denominated;
- c) The date on which the transaction was conducted; and
- d) The parties to the transaction.

ii) Records of all transactions identified under Clause 9 (Transaction Monitoring Terms) above for a period of at least 12 (Twelve) years, including but not limited to:

- a) The information about the nature,
- b) Value and parties to such transactions,

- c) Their date of remittance.
- iii) Identification records of Users (including but not limited to the Identification Documents submitted pursuant to Clause 8 (Customer Verification Procedure) above), during the subsistence of and for a period of at least 10 (Ten) years from the date of termination of such User Account.
- iv) Credits or debits into or from any non-monetary accounts such as demat account, security account in any currency maintained by Crypque Pvt. Ltd.;
- v) Money transfer or remittances in favour of own Users or non-Users from India or abroad and to third party beneficiaries in India or abroad including transactions on its own account in any currency by any of the following:
 - a) Demand drafts, or
 - b) Telegraphic or wire transfers or electronic remittances or transfers, or
 - c) Internet transfers, or
 - d) Automated Clearing House remittances, or
 - e) Any other mode of money transfer by whatsoever name it is called;
- vi) Letters of credit, standby letters of credit, guarantees, comfort letters, solvency certificates and any other instrument for settlement and/or credit support; (Client to confirm if this should be retained.)
- vii) Collection services in any currency by way of the collection of bills, cheques, instruments or any other mode of collection in whatsoever name it is referred to. (Client to Confirm if this should be retained.)

11. PROCEDURE AND MANNER OF MAINTAINING INFORMATION

11.1. Crypque Pvt. Ltd. will maintain hard and soft copies of the above-mentioned records of Transactions in accordance with the procedure and manner, as may be specified under applicable laws or regulations, from time to time.

11.2. In addition to the above, Crypque Pvt. Ltd. shall maintain records of transactions, as per its prevailing processes.

12. COMPLIANCE, DISCLOSURE, AND NOTICES

12.1. Crypque Pvt. Ltd. may be required and / or directed to cooperate and aid the government and / or law enforcement authorities, police, investigating agencies, or Tribunals and Courts within the territory of India or from outside the said territory, by sharing, from time to time, information regarding transactions identified under Clause 9 (Transaction Monitoring Terms), identification information of such Users, or any other information mandated under the applicable law.

12.2. In order to improve the integrity and transparency of transactions on the Online Platforms, you are encouraged to report any information you are privy to or become privy to in the future regarding any Suspicious Transactions or transactions you have find or have reason to believe are dubious in nature, to our Compliance Officers by writing to them at info@mobicryp.io.

12.3. In order to ensure compliance with this AML Policy and/or the applicable laws, the Company may be required to send you notices from time to time. All such notices will be sent to such address as provided by you under Clause 8 (Customer Verification Procedure) of this AML Policy. Where you are required to share any information according to the procedures contained in this AML Policy, such communication may be made by you electronically by sending an email to info@mobicryp.io.

12.4 In particular, Crypque Pvt. Ltd. shall be entitled to initiate processes and disclosures, including but not limited to the following circumstances:

- i.) information pertaining to or in pursuance of claims and legal process (such as summons / warrants);
- ii.) To protect Crypque Pvt. Ltd.' property, rights, and safety and the property, rights, and safety of a third party or the public in general;
- iii.) To identify and stop any activity that Crypque Pvt. Ltd. considers illegal, unethical, or legally actionable.

13. NOTICES

13.1. Any notice or other communication provided for in this Agreement shall be sent only through electronic mail. User hereby agrees to receive electronic or any other form of communication and notifications from Crypque Pvt. Ltd.. Email messages sent over the Internet are not always secure and Crypque Pvt. Ltd. is not responsible or liable for non-receipt of such communication by User. Once the email is dispatched by Crypque Pvt. Ltd., it shall be deemed to have been served on the User. Crypque Pvt. Ltd.. shall be deemed to have received communications from the User only upon actual receipt into the Inbox of the account of the person to whom such communication is addressed and acknowledged. Crypque Pvt. Ltd. shall not be liable or responsible for non-receipt of communications or for any damages incurred by the result of sending email messages over the Internet.

13.2. All communications to Crypque Pvt. Ltd.. shall be a info@mobicryp.io. Crypque Pvt. Ltd.. shall ensure that any change or modification to the same is uploaded on the Crypque Pvt. Ltd.. Website.

13.3. All communications to User shall be at the electronic mail address provided by User, as part of the KYC norms. User shall ensure that any change in the electronic mail address or communication option is duly intimated to Crypque Pvt. Ltd..

14. GOVERNING LAW & JURISDICTION

14.1. This Agreement shall be governed by and construed in accordance with the laws of India.

14.2 The parties agree to irrevocably submit to the exclusive jurisdiction of the courts in Delhi for the resolution of any disputes arising from this Agreement or in connection therewith or pursuant thereto.

15. SUCCESSORS

15.1. This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

16. SEVERABILITY

16.1. The invalidity or unenforceability of any provision of this Agreement shall not in any way affect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

16.2. This Agreement shall be considered divisible as to such provision, which is deemed to be invalid or unenforceable and the remainder of this Agreement shall be enforceable and binding on the Parties.

17. WAIVER

17.1. No provision of this Agreement may be waived or changed except by a writing signed by the party against whom such waiver is sought to be enforced. The failure or omission by either party at any time to enforce or require strict or timely compliance to any provision of this Agreement shall not affect or impair that provision or any other provision in any way or the rights of such party hereof, to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision.

18. RECITALS

18.1. The Recitals, Schedules and Annexures in this Agreement shall form part of this Agreement and the contents thereof shall be read into this Agreement. Headings are for the purpose of easy reference and shall not affect the meaning or interpretation of this Agreement.

19. ENTIRETY

19.1. This Agreement, and the other agreements contemplated hereby, constitute the entire agreement.

20. GOVERNMENT APPROVALS

20.1. This Agreement is subject to confirmation by the Government of India of the legality of dealing in Cryptocurrencies or virtual digital asset or web3 money or any other such name as government of India or respected authority notified time to time and in the event that the Government of India was to hold such

dealing to be invalid or illegal in India, this Agreement shall stand automatically terminated without further notice to User.

20.1. Crypque Pvt. Ltd.. has given full disclosure of the current Government and regulatory status with respect to Cryptocurrencies or virtual digital asset or web3 money or any other such name as government of India or respected authority notified time to time in India and the risk involved in dealing with or investing in the same. The User is deemed to have understood, agreed to and accepted the risk and costs of such investment.

21. PRINCIPAL OFFICER / COMPLIANCE OFFICER

21.1. Crypque shall appoint a Principal Officer / Compliance Officer, along with setting up a Compliance Team, who will ensuring compliance, monitoring transactions, and sharing and reporting information as required under the law/regulations.

22. MODIFICATIONS

22.1. These terms may be periodically reviewed and revised. The revised draft will be uploaded on the Crypque Pvt. Ltd.. Website and will reflect the modified date of the terms. The User is required to periodically visit the website and review terms and any changes thereto.

22.2. Continued use of the Crypque Pvt. Ltd.. Services constitutes the agreement of User to the terms contained herein and any amendments thereto.

22.3 This agreement or the responsibilities or benefits arising therefrom cannot be assigned by User save and except with the prior written consent of Crypque Pvt. Ltd..

23. MISCELLANEOUS

23.1. All other provisions of the Crypque Pvt. Ltd. Terms of Service shall be read into this policy and shall form part hereof, including Governing Laws and Jurisdiction, notices, severability, assignment and such or other provisions.

You may also contact us at the following address:

Crypque Pvt. Ltd..

JMD MEGAPOLIS, Office No 257,

Badshahpur Sohna Rd Hwy

Gurgaon 122018,

Haryana, India.

For more info- info@mobicryp.io