

AML & KYC Policy

Anti-money laundering and know your customer policy (AML&KYC) In order to protect Assets of our customers and to ensure the compliance with international trade standards we operate 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, we have established a Compliance department developing Anti-money laundering and Know your customer (AML / KYC) procedures, obligatory for all employees and determining the policy of engagement with any person which have registered on the website <http://makefriendstoken.com/>. 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. All clients of AppART (<http://makefriendstoken.com/>) are treated in the same manner, therefore the AML (Anti Money Laundering) requirements are the same. The only difference may be levels (Tiers) for requesting additional information from clients trading only crypto and from clients trading both, crypto and fiat. The specific requirements and applied limits are specified in Appendix 1 to this AML&KYC policy;
2. If you successfully pass the KYC which is associated with relevant tier, you will obtain all benefits foreseen for this Tier. Usually we try to perform KYC procedures as soon as possible, however in separate circumstances it may take several days;
3. If you are corporate or institutional customer please follow the requirements of Appendix 2 to this AML&KYC policy;
4. Upon the request of the Company the additional documents and information should be 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;
5. The withdrawal of Assets 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.
6. 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.

7. 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.
8. The Customer guarantees the legal origin, legal ownership and the right to use the Assets transferred to its account.
9. 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.
10. 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 investigation if the Customer refused to provide the additional information requested by the Company.
11. 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.
12. 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, namely:

Vanuatu, Syria, North Korea, Pakistan, Iran, Iraq, Afghanistan;

13. The Company doesn't provide services to citizens and residents of U.S.A.;

14. 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.

15. 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.
16. This anti-money laundering and know your customer policy is an integral part of the Customer agreement, located at the Website. Non-compliance with this policy can be a ground for termination of the Customer agreement on Company's sole discretion.

Appendix 1

Verification measures for individuals and corresponding withdrawal limits;

Ability	No verification	Verification Level 1	Verification Level 2
Deposit	X	Crypto – no limits Fiat – not available	Crypto – no limits Fiat – no limits
Withdrawal Automatic Crypto (daily limit)	X	\$100,000.00	\$100,000.00
Withdrawal Fiat (daily limit)	X	Not available	
Withdrawal Automatic Crypto	X	\$500,000.00	\$500,000.00

(monthly limit)			
Withdrawal Fiat (monthly limit)	X	Not available	
Conditions KYC measures	Deposit/withdrawal is not available and trading is not available. You can only review the exchange. Verification of E-mail	Deposit/withdrawal only in crypto and trading available for all instruments ID document + selfie	Deposit/withdrawal are available in crypto/fiat and trading available for all instruments Proof of address (not older than 3 months from the date of issuance) + additional proof of identification document + filling brief questionnaire; Additional information or documents may be required;

Verification measures for corporate and institutional customers and corresponding withdrawal limits;

Ability	No verification Verification Level 1 Verification Level 2
Deposit	X Crypto – no limits Crypto – no limits Fiat – not available Fiat – no limits

Withdrawal Automatic Crypto	X \$100,000.00 \$300,000.00
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(daily limit)	X Not available
Withdrawal Fiat (daily limit)	
Withdrawal Automatic Crypto (monthly limit) Withdrawal Fiat (monthly limit)	X \$500,000.00 \$3,000,000.00 X Not available
Conditions	Deposit/withdrawal is not available and trading is not only in crypto and available in crypto/fiat available. You can only trading available for and trading available for review the exchange. all instruments

	all instruments
KYC measure s	Verification of E-mail Please see Appendix 2

Appendix 2

Verification measures for corporate and institutional customers This policy is applied for the corporate and institutional Customers only. This category of Customers has to go through the obligatory enhanced verification process.

We reserve the right to refuse You in provision of services if during the process of verification, it is discovered that You do not correspond with our KYC requirements.

Also we have a right to terminate our existing relationships with You in any time in case if You are considered to be violating our KYC requirements. Upon our request any additional documents and information should be provided by You, and if You refuse to provide such documents or information this also may lead to our refuse or termination of provision of services.

To open a Trading Room as a corporate or institutional Customer, please follow the link on website and fill the expanded questionnaire. Please be advised that you should have necessary powers from your company in order to fill the questionnaire. Also please upload listed below corporate documents in Your Trading Room profile. Then You should wait for the following instructions from the manager.

The following supporting documentation must accompany the Customer's completed questionnaire:

- Memorandum and Articles of Association;
- Certificate of Incorporation;
- Certificate of Incumbency (dated within the last 3 months); · Proof of Operating Address (original utility bill of bank statement displaying the company's name and operating address dated within the last three months, or rent agreement in case if you are renting the office space);
- Document on appointment of the director (minutes, decision of shareholders, etc.);
- Individual verification of Authorized Representative (copy of passport); · Individual verification of all active Directors (copy of passport and a recent original residential utility bill for each);
- Individual verification of Shareholders/Beneficial Owners with a holding of 25% or more:
 - Individual shareholders (copy of a passport and a recent original residential utility bill for each)
 - Corporate shareholders (a complete list of supporting documentation for each company as listed above);
- Proof of domain ownership;

For Tier 2 You should provide additionally:

- Bank reference containing banking details of your company, which will be used in settlements with you.*
- Financial statements or company bank statements for the last three months; Other documents that confirm source of funds (audited company's accounts, tax declaration, etc.);*