



Anti-Money Laundering and Know Your Customer Policy

NAMH Global Ltd · Company registered in Saint Lucia, No. 2024-00372 · Not licensed by a securities regulator

Version 3.0 · Effective 28 October 2026

1. About this policy

1.1 This policy explains how NAMH Global Ltd ("**NAMH**", "**we**", "**us**", "**our**") checks who its Clients are, and how we work to prevent money laundering, terrorist financing and breaches of sanctions. NAMH Global Ltd is a company registered in Saint Lucia (No. 2024-00372).

1.2 NAMH Global Ltd is not licensed by a securities regulator. This policy does not mean that any regulator or supervisory authority supervises us.

1.3 This policy forms part of our Terms of Service at www.namhglobal.com/terms (the "**Terms**"), as clause 1.4 of the Terms says. If this policy and the Terms conflict, the Terms apply.

1.4 Words defined in clause 1.5 of the Terms have the same meaning in this policy. They include Account, Business Day, Client ("you"), Client Portal, Restricted Jurisdiction (a country listed in clause 12.1 of the Terms and in our Restricted Countries Policy) and Verified Payment Method. "**Deposit and Withdrawal Policy**" and "**Restricted Countries Policy**" mean our policies of those names.

2. Standards we follow

2.1 We base this policy on the Recommendations of the Financial Action Task Force (FATF) and on the sanctions lists in clause 7.

2.2 We also comply with the anti-money-laundering and sanctions laws that apply to NAMH Global Ltd as a company registered in Saint Lucia.

2.3 We do not accept business that we believe is connected to money laundering, terrorist financing, sanctions evasion, fraud or any other crime.

3. Verifying your identity

3.1 You can create a login with an email address and a password before your identity is verified. We must verify your identity before we credit your first deposit and before we pay any withdrawal (clause 2.2 of the Terms).





3.2 To verify your identity, you upload:

- (a) a photo of a valid passport, driving licence or national identity card that shows your full name, date of birth, photograph and expiry date; and
- (b) a selfie, which we compare with the photograph on your document.

3.3 We may also ask for proof of your residential address. This can be a utility bill, a bank or card statement, or a letter from a government body. It must show your full name and residential address and be dated within the last 90 days.

3.4 We may ask where the money you deposit comes from (source of funds) and, where clause 5 applies, how you built your wealth (source of wealth). We are more likely to ask for large deposits. You must answer and provide supporting documents when we ask.

3.5 We may ask for further information or documents at any time while you hold an Account, including updated documents when an identity document expires.

3.6 The information you give us must be true, complete and up to date. You must tell us without delay if your name, address, country of residence or nationality changes.

3.7 We may use third-party identity-verification and screening providers to carry out these checks. Our Privacy Policy explains how we use and share your personal data.

3.8 We may refuse an application without giving a reason, as clause 2.4 of the Terms allows.

4. Companies and other entities

4.1 Our services are offered to Retail Clients (clause 3.1 of the Terms). If we agree to open an Account for a company or other entity, we ask for:

- (a) its certificate of incorporation and its articles or memorandum of association;
- (b) a certificate of good standing dated within the last 6 months;
- (c) a register of directors and shareholders that shows each shareholder's percentage;
- (d) proof of its registered address dated within the last 90 days;
- (e) a board resolution that authorises the people who will operate the Account;
- (f) the documents in clause 3 for each director, each authorised signatory and each person who owns or controls 10% or more of the entity; and
- (g) a statement of the entity's source of funds and source of wealth.



5. How we assess risk

5.1 We assess the money-laundering risk of each Client when the Account is opened, and again when the Client's circumstances or activity change. The assessment takes account of:

- (a) your country of residence and your nationality;
- (b) your occupation or business;
- (c) the size and frequency of your deposits, withdrawals and trading;
- (d) whether you are a politically exposed person (clause 5.2(a)); and
- (e) the results of sanctions, politically-exposed-person and adverse-media screening.

5.2 We apply enhanced checks, which can include proof of source of wealth and approval by a senior manager before the Account is opened or a payment is made, where:

- (a) you hold or have held a prominent public function, or you are a family member or close associate of such a person (a "**politically exposed person**");
- (b) you are connected with a country that FATF lists as subject to a call for action or to increased monitoring; or
- (c) a deposit or withdrawal is large, or unusual for your Account.

5.3 We do not accept Clients who live in a Restricted Jurisdiction. The Restricted Countries Policy explains this.

6. Monitoring your Account

6.1 We monitor deposits, withdrawals and trading on your Account and compare them with what we know about you.

6.2 We screen Clients again against sanctions and politically-exposed-person lists during the relationship, not only when the Account is opened.

6.3 We may review your Account and ask you for information when your activity or circumstances change significantly, or when a payment looks unusual.

7. Sanctions

7.1 We screen Clients when the Account is opened and during the relationship against:

- (a) the Specially Designated Nationals and Blocked Persons List of the US Office of Foreign Assets Control (OFAC);





- (b) the United Kingdom's financial sanctions list;
- (c) the European Union's consolidated list of persons, groups and entities subject to financial sanctions; and
- (d) the United Nations Security Council Consolidated List.

7.2 We do not provide services to any person or entity on one of those lists, or to any entity owned or controlled, directly or indirectly, by such a person.

7.3 If we find that an Account is connected to a sanctioned person or entity, we may refuse or stop the service, freeze the funds in the Account, and report the matter to the authorities where the law requires us to.

8. Deposits and withdrawals

8.1 Every deposit must come from a payment method in your own name. We return payments from third parties to where they came from.

8.2 We do not accept cash.

8.3 Withdrawals go back the way the money came in. Card deposits are returned to the same card, up to the amount deposited. Profits can be paid by bank wire to a bank account in your name or to a verified crypto address. Clause 4.3 of the Deposit and Withdrawal Policy sets out the full rules.

8.4 Before a new withdrawal method can be used, we check it. Only a Verified Payment Method can receive a withdrawal.

8.5 For a large or unusual deposit or withdrawal we may ask where the money comes from before we process it.

9. Suspicious activity

9.1 Our staff must report any suspicion of money laundering or terrorist financing, without delay, to the person responsible for anti-money-laundering compliance at NAMH.

9.2 Where the law requires or allows it, we report suspicious activity to the competent financial intelligence unit.

9.3 The law may prevent us from telling you that a report has been made or that your Account is under review. If we delay, refuse or freeze a payment for that reason, we may not be able to tell you why.





10. Records

10.1 We keep your identity documents, transaction records and records of our compliance decisions for at least 5 years after your Account is closed, or longer where the law requires it or a legal process needs them (clause 10.5 of the Terms).

10.2 We give these records to an authority only when the law requires it or in answer to a lawful request.

10.3 Our Privacy Policy explains how we hold, use and share personal data.

11. Staff training

11.1 Staff who deal with Clients or payments are trained in this policy. The training covers warning signs of money laundering, identity checks, internal reporting, the rule against telling a Client about a report (clause 9.3), sanctions screening and record keeping.

12. If you breach this policy

12.1 If you breach this policy, or we suspect activity it prohibits, we may:

- (a) suspend or close your Account;
- (b) refuse or delay a deposit or withdrawal;
- (c) withhold or freeze funds while we investigate, and for as long as the law requires; and
- (d) take any other step the Terms allow, including closing open positions (Section 7 of the Terms).

12.2 We cooperate with law-enforcement authorities when they make a lawful request.





13. Changes to this policy

13.1 We may change this policy. When we do, we publish the new version with a new effective date and version number. We tell Account holders about material changes in the way Section 13 of the Terms describes.

14. Contact

14.1 For questions about this policy or about the documents we have asked for, contact Support. Support is available 24 hours a day, 7 days a week, by email at support@namhglobal.com and by phone or WhatsApp on +1-758-461-4088.

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