

Risk management and policies Manual

Obligations of the company

water markJMI Brokers places a high priority on the privacy and integrity of the personal information of our Clients, both present and future and other visitors to the site. The Company strives to ensure the safety and confidentiality of all information received from the Client. This Privacy Policy (the "Policy") describes how the Company collects, uses and protects the personal information of the Client. This Policy does not require you to submit any more information than you have already provided to the company if you are our client, and in the case of changes to the service by authorized representatives of the company.

The Client's Personal Data

To open a demo or live account, the Company will need certain information (Personal Data) about the Client.

The Personal Data that is collected by the Company may include:

- 1. information provided on applications and other Company forms, such as name, address, date of birth, passport data, occupation, national insurance number, medical insurance number, and personal mobile phone number;
- 2. financial information such as income, assets, investment experience;
- ; 3. documents provided to confirm identity, such as passport, utility bills, and/or bank statements or company incorporation information;
- 4. payment documents: money transfer orders, bank statements, bank card copies, etc.

Use of Personal Data

The Company may use a Client's Personal Data for one or more of the following purposes:

- 1. to confirm the Client's identity;
- 2. to process trading and non-trading operations;
- 3. carry out the company's anti-money laundering policy;
- 4. to inform the Client of Company products or services that may be of interest to the Client;
- 5. to provide other services that are relevant to the Client's business relationship with the Company;
- 6. to keep a correct database of the Client's account data;
- 7. to analyze statistical data to provide Clients with the most suitable products and services.

Cookies

Cookies are small text files sent by a web server and stored on a visitor's browser which are read later by the server when the visitor returns to the site. Cookies store information such as passwords (encrypted), usernames, shopping cart, certain preferences, etc. allowing visitors to visit sites repeatedly without having to enter the same information over and over. Cookies are not used to determine the personal identity of anyone visiting the site.

Third Parties

The Company may convey the Client's Personal Data to associated or affiliated companies, auditors, agents (including payment agents), banks or other authorized organizations or persons ("Authorized Persons") for the sole purpose of processing the Client's trading and non-trading instructions. The Company guarantees that all Authorized Persons will adhere to the terms of this Policy and take all necessary steps to protect the Client's Personal Data. The Company may provide Personal Data to third parties who are not the Company's partners, agents or affiliates only when requested by representatives of legal or administrative authorities.

Use of Information

By registering an account with the Company, you consent to the use of your personal details, and their processing: collection, recording, classification, aggregation, storage (updating, changing) extraction, use, transfer (distribution, provision of access) anonymization, blocking, deletion, and destruction of any information relating directly or indirectly to you, your trade transactions and payments, in accordance with this Privacy Policy.

Security and Protection

JMI Brokers takes the issue of security very seriously and takes all possible measures to ensure the safety of your confidential information, including adhering to strict standards for the internal use of confidential information and using leading data storage technology. When making a payment with a credit/debit card, you will be transferred to the site of the processing center where you will fill out a form. To prevent the unauthorized use of your credit/debit card, your card information is transmitted to JMI Brokers in shortened form and through a secure server.

This document is a disclosure by JMI Brokers, which provides the service to the Client under the terms and conditions of the Client Agreement, of the potential risks involved in trading on financial markets. The Client should first and foremost be aware of the potential losses associated with this activity.

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1. Effect of "Leverage"

1.1. When executing trading operations under margin trading conditions, even small market movements

may have great impact on a Client's trading account due to the effect of leverage. The Client must consider that if the trend on the market is against them, the Client may sustain a total loss of their initial margin and any additional funds deposited to maintain open positions. The Client shall hold full responsibility for all risks, financial resources used and the chosen trading strategy.

2. Highly Volatile Instruments

2.1. Many instruments are traded within wide ranges of intraday price movements so the Client must carefully consider the fact that there is not only high probability of profit, but also of loss.

3. Technical Risk

3.1. The Client shall assume the risk of financial loss caused by the failure of information, communication, electronic and other systems.

3.2. When executing trading operations through the client terminal, the Client shall assume the risk of financial loss, which can be caused by:

- a) the failure of Client hardware, software and internet connection;
- b) the improper operation of Client equipment;
- c) the wrong settings in the client terminal;
- d) delayed client terminal updates;
- e) the Client's ignorance of the applicable rules described in the MetaTrader User Guide and in the Help section1.

3.3. The Client acknowledges that at the moment of peak load there may be some

difficulties in getting telephone communication with the duty operator, especially on the fast market (for example, when key economic indicators are released).

4. Abnormal Market Conditions

4.1. The Client shall acknowledge that under abnormal market conditions, the execution time for Client instructions may increase.

5. Trading Platform

5.1. The Client shall acknowledge that only one request or instruction is allowed in the queue.

Once the Client has sent a request or instruction, any other request or instruction sent by the Client will be ignored. In the "Order" window, the "Order is locked" message will appear.

5.2. The Client shall acknowledge that the only reliable source of quoting information is the server for Clients with live accounts. The quote base in the client terminal shall not be considered a reliable source of quoting information, as in the case of a bad connection between the client terminal and the server, some of the quotes simply may not reach the client terminal.

5.3. The Client shall acknowledge that when the Client closes the window to place/modify/delete an order, as well as the window to open/close a position, the instruction or request which has been sent to the server will not be cancelled.

5.4. The Client shall assume the risk of executing unplanned transactions in the case that the Client sends another instruction before receiving the result from the instruction sent previously.

5.5. The Client shall acknowledge that if an order has already been executed but the Client sends an instruction to modify the level of a pending order and the levels of Stop Loss and/or Take Profit orders at the same time, the only instruction that will be executed is the instruction to modify the Stop Loss and/or Take Profit levels on the position opened on that order.

6. Communications

6.1. The Client shall assume the risk of any financial loss caused by the Client either not receiving a notification from the Company.

6.2. The Client shall acknowledge that unencrypted information transmitted by email is not protected from unauthorized access

6.3. The Client shall agree that the Company have the right to delete messages sent to the Client through internal mail 3 (three) days after they have been sent, despite the fact that the Client may not have received them yet.

6.4. The Client shall hold full responsibility for the safekeeping of information received from the Company and assumes the risk of any financial loss caused by unauthorized access to the Client's trading account by a third party.

7. Force Majeure

7.1. The Client shall assume all risks of financial loss caused by a force majeure.

8. Statutory Prohibitions and Restrictions

8.1. The Client shall assume all financial and other risks when completing operations (or actions connected with these operations) on financial markets that are statutorily prohibited or restricted by the legislation of the country in which the Client is resident.

• KNOW YOUR CUSTOMER

EFFECTIVE CUSTOMER DUE DILIGENCE ("CDD") MEASURES ARE ESSENTIAL TO THE MANAGEMENT OF MONEY LAUNDERING AND TERRORIST FINANCING RISK. CDD MEANS IDENTIFYING THE CUSTOMER AND VERIFYING THEIR TRUE IDENTITY ON THE BASIS OF DOCUMENTS, DATA OR INFORMATION BOTH AT THE MOMENT OF STARTING A BUSINESS RELATIONSHIP WITH CUSTOMER AND ON AN ONGOING BASIS. THE CUSTOMER IDENTIFICATION AND VERIFICATION PROCEDURES REQUIRE, FIRST, THE COLLECTION OF DATA AND, SECOND, ATTEMPTSTO VERIFYTHAT DATA.

DURING THE JMI BROKERS REGISTRATION PROCESS AN INDIVIDUAL CUSTOMERS PROVIDE THE FOLLOWING IDENTIFICATION INFORMATION TO THE COMPANY:

- CUSTOMER'S FULL NAME;
- CUSTOMER'S DATE OF BIRTH;
- COUNTRY OF RESIDENCE/LOCATION OF CUSTOMER;
- MOBILETELEPHONE NUMBER AND E-MAIL.

DURING THE JMI BROKERS REGISTRATION PROCESS A CORPORATE CUSTOMERS PROVIDE THE FOLLOWING IDENTIFICATION INFORMATION TO THE COMPANY:

- FULL COMPANY NAME;
- REGISTRATION NUMBER AND DATE;
- COUNTRY OF REGISTRATION/INCORPORATION;
- REGISTERED ADDRESS;
- MOBILETELEPHONE NUMBER AND E-MAIL.

AFTER RECEIVING THE IDENTIFICATION INFORMATION THE COMPANY'S STAFF SHOULD VERIFY THIS INFORMATION REQUESTING THE APPROPRIATE DOCUMENTS.

APPROPRIATE DOCUMENTS FOR VERIFYING THE IDENTITY OF CUSTOMER INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- FOR AN INDIVIDUAL CUSTOMER: A HIGH RESOLUTION SCANNED COPY OR PHOTO OF PAGES OF A PASSPORT OR ANY OTHER NATIONAL ID, INDICATING FAMILY NAME AND NAME(S), DATE AND PLACE OF BIRTH, PASSPORT NUMBER, ISSUE AND EXPIRY DATES, COUNTRY OF ISSUE AND CLIENT'S SIGNATURE.;
- FOR A CORPORATE CUSTOMER: A HIGH-RESOLUTION COPY OF DOCUMENTS SHOWING THE EXISTENCE OF THE ENTITY, SUCH AS CERTIFICATE OF INCORPORATION, AND, WHERE APPLICABLE, CERTIFICATE OF CHANGE OF NAME, CERTIFICATE OF GOOD STANDING, ARTICLES OF INCORPORATION, A GOVERNMENT ISSUED BUSINESS LICENSE (IF APPLICABLE), ETC.

TO VERIFY PROOF OF ADDRESS OF THE CUSTOMER THE COMPANY REQUIRES ONE OF THE FOLLOWING TO BE PROVIDED, IN THE SAME CORRECT NAME OF THE CUSTOMER:

- A HIGH-RESOLUTION COPY OF A UTILITY BILL (FIXED-LINE PHONE, WATER, ELECTRICITY) ISSUED WITHIN THE LAST 3 MONTHS;
- A COPY OF A TAX OR RATES BILL FROM A LOCAL AUTHORITY;
- A COPY OF A BANK STATEMENT (FOR A CURRENT ACCOUNT, DEPOSIT ACCOUNT OR CREDIT CARD ACCOUNT);
- A COPY OF A BANK REFERENCE LETTER.

WHEN MAKING A FUNDS DEPOSIT OR FUNDS WITHDRAWAL VIA CREDIT/DEBIT CARD

A CUSTOMER IS REQUIRED TO PROVIDE A SCANNED COPY OR PHOTO OF THE CREDIT/DEBIT CARD (FRONT AND BACK

SIDE). THE FRONT SIDE OF CREDIT/DEBIT CARD SHOULD SHOW THE CARDHOLDER'S FULL NAME, THE EXPIRY DATE AND THE FIRST SIX AND THE LAST FOUR DIGITS OF THE CARD NUMBER (THE REST OF THE DIGITS MAY BE COVERED). THE COPY OR SCAN OF THE REVERSE SIDE OF CREDIT/DEBIT CARD SHOULD SHOW THE CARDHOLDER'S SIGNATURE, BUT THE CVC2/CVV2 CODE MUST BE MASKED.

IF AN EXISTING CUSTOMER EITHER REFUSES TO PROVIDE THE INFORMATION DESCRIBED ABOVE OR IF A CUSTOMER HAS INTENTIONALLY PROVIDED MISLEADING INFORMATION, THE COMPANY, AFTER CONSIDERING THE RISKS INVOLVED, WILL CONSIDER CLOSING ANY OF AN EXISTING CUSTOMER'S ACCOUNT.

THE REGULATIONS MEASURES REQUIRE FURTHER RESEARCH AND IDENTIFICATION OF CUSTOMERS WHO MAY POSE A POTENTIALLY HIGH RISK OF MONEY LAUNDERING/TERRORISM FINANCING. IF THE COMPANY HAS ASSESSED THAT THE BUSINESS RELATIONSHIP WITH A CUSTOMER POSE A HIGH RISK IT WILL APPLY THE FOLLOWING ADDITIONAL MEASURES:

OBTAINING THE INFORMATION RELATING TO THE SOURCE OF THE FUNDS OR THE WEALTH OF THE CUSTOMER WILL BE REQUIRED (THIS WILL BE DONE VIA E-MAIL OR PHONE);
SEEK FURTHER INFORMATION FROM THE CUSTOMER OR FROM COMPANY'S OWN RESEARCH AND THIRD PARTY SOURCES IN ORDER TO CLARIFY OR UPDATE THE CUSTOMER'S INFORMATION, OBTAIN ANY FURTHER OR ADDITIONAL INFORMATION, CLARIFY THE NATURE AND PURPOSE OF THE CUSTOMER'S TRANSACTIONS WITH COMPANY.

WHEN OBTAINING INFORMATION TO VERIFY THE CUSTOMER'S STATEMENTS ABOUT SOURCE OF FUNDS OR WEALTH,
THE COMPANY'S STAFF WILL MOST OFTEN ASK FOR AND SCRUTINISE DETAILS OF THE PERSON'S EMPLOYMENT STATUS OR BUSINESS/OCCUPATION.

THE COMPANY'S STAFF WILL ASK FOR WHATEVER ADDITIONAL DATA OR PROOF OF THAT EMPLOYMENT/OCCUPATION THAT MAY BE DEEMED NECESSARY IN THE SITUATION, PARTICULARLY THE APPROPRIATE CONFIRMING DOCUMENTS (EMPLOYMENT AGREEMENTS, BANK STATEMENTS, LETTER FROM EMPLOYER OR BUSINESS ETC.).

THE COMPANY WILL CONDUCT ONGOING CUSTOMER DUE DILIGENCE AND ACCOUNT MONITORING FOR ALL BUSINESS RELATIONSHIPS WITH CUSTOMERS. IT PARTICULARLY INVOLVES REGULARLY REVIEWING AND REFRESHING COMPANY'S VIEW OF WHAT ITS CUSTOMERS ARE DOING, THE LEVEL OF RISK THEY POSE, AND WHETHER ANYTHING IS INCONSISTENT WITH INFORMATION OR BELIEFS PREVIOUSLY HELD ABOUT THE CUSTOMER. IT CAN ALSO INCLUDE ANYTHING THAT APPEARS TO BE A MATERIAL CHANGE IN THE NATURE OR PURPOSE OF THE CUSTOMER'S BUSINESS RELATIONSHIP WITH COMPANY.

AML POLICY

1. Introduction

The purpose of the Policy is to lay down the Company's internal practice, measures, procedures and controls relevant to the prevention of Money Laundering and Terrorist Financing.

2. Definitions

Beneficial Owner” means the natural person or natural persons, who ultimately owns or control the Client and/or the natural person on whose behalf a transaction or activity is being conducted. The Beneficial Owner shall at least include:

(a) In the case of corporate entities:

i. The natural person or natural persons, who ultimately own or control a legal entity through direct or indirect ownership or control of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means, other than a company listed on a regulated market that is subject to disclosure requirements consistent with Union law or subject to equivalent international standards which ensure adequate transparency of ownership information. A shareholding of 10 O/o plus one share or an ownership interest of more than 10 % in the customer held by a natural person or by multiple corporate entities, which are under the control of the same natural person, shall be an indication of direct ownership.

ii. If, after having exhausted all possible means and provided there are no grounds for suspicion, no person under point (i) is identified, or if there is any doubt that the person identified are the beneficial owner, the natural person who hold the position of senior managing official, the obliged entities shall keep records of the actions taken in order to identify the beneficial ownership under point (i) and this point;

(b) In the case of trusts or in the case of legal entities such as foundations, and legal arrangements similar to trusts:

- i. The settlor;
- ii. The trustee(s);
- iii. The protector, if any;

IV. The beneficiaries, or where the individuals benefiting from the legal arrangement or entity have yet to be determined, the class of persons in whose main interest the legal arrangement or entity is set up or operates;

v. Any other natural person exercising ultimate control over the trust by means of direct or indirect ownership or by other means;

“Law” means the Prevention and Suppression of Money Laundering Activities Law; Law N. 188(1)/2007

“Money Laundering and Terrorist Financing” means the money laundering offences defined in Section 3,4 and 5 of the Law and

“Occasional Transaction” means any transaction other than a transaction carried out in the course of an established Business Relationship formed by a person acting in the course of financial or other business. under ‘other activities’ par.2 of law

“Politically Exposed Persons (PEPs)” means the natural persons who have their place of residence in any European Union Member State or in third countries and who are or have been entrusted with prominent public functions and their immediate family members or persons known to be close associates of such persons.

3. Main Objectives

- Combating and preventing money laundering and terrorist financing and taking all the necessary preventive measures.
- Preventing the misuse of the Company by anyone or anybody in illegitimate operations.
- Determining the legal and administrative responsibilities of the Company and of all its employees related to anti-money laundering.
- Reporting the suspicious operations which include the probable activities of the operations of money laundering and terrorist financing to the competent authorities.
- Training all employees on the rules and internal procedures which have to be observed, the risks that they and the Company face and how they can encounter the risks of money laundering and terrorist financing through their operations from their positions.

4. Scope of Application:

This policy is applied to all activities, services, products, work places of the company.

5. Company Commitment

The Company is committed to:

1. Accept only those Customers whose identity can be established and verified and whose source of funds can be reasonably established to be legitimate.
2. Not establish a business relationship, open accounts or maintain accounts for anonymous persons or those with fictitious names including anonymous accounts.
3. Make every possible effort to know the identity of the customer and the real beneficiary (Beneficiary Owner) of the account (i.e. the full name, the place and date of birth and verifying the identity by using valid, official and accredited documents 'identification data' issued by the official bodies), in addition to the data and information available from trusted independent sources.
4. Apply a risk-based approach, and enhanced customer due diligence where required.
5. Monitor and identify suspicious transactions and activities, and ensure that reportable ones get reported.
6. Provide periodic and appropriate AML / CTF training and information to all employees to increase their awareness using various methods.
7. Maintain records, which are appropriate to the nature and complexity of the customer's business.

6. Client Acceptance Policy

The Client Acceptance Policy (hereinafter the "CAP"), following the principles and guidelines described in the Company's AML-CFT Manual, defines the criteria for accepting new Clients and defines the Client categorisation criteria which shall be followed by the Company and especially by the employees who shall be involved in the Client Account Opening process.

The MLCO shall be responsible for applying all the provisions of the CAP. In this respect, the Head of the Administration/Back Office Department shall also be assisting the MLCO with the implementation of the CAP, as applicable.

The Internal Auditor shall review and evaluate the adequate implementation of the CAP and its relevant provisions, at least annually, as per Section 5 of the Manual.

The General Principles of the CAP are the following:

- (a) The Company shall classify Clients into various risk categories and based on the risk perception decide on the acceptance criteria for each category of Client
- (b) Where the Client is a prospective Client, an account must be opened only after the relevant pre-account opening due diligence and identification measures and

procedures have been conducted, according to the principles and procedures set in the Manual

(c) All documents and data described in the Manual must be collected before accepting a new Client

(Q No account shh be opened in anonymous or ñctitious names(s)

(e) No account shall be opened unless the prospective Client is approved at least by one of the following:

- The Generd Manager
- The MLCO / Assistant MCLO
- The Operations Manager

7. Client due diligence and identification procedures

The Company shall duly apply Client identification procedures and Client due diligence measures in the following cases:

- (a) When establishing a Business Relationship
- (b) When carrying out Occasional Transactions amounting to Euro 15,000 or more, whether the transaction is carried out in a single operation or in severd operations, which appear to be linked
- (c) When there is a suspicion of money laundering or terrorist financing, regardless of the amount of the transaction
- (d) When there are doubts about the veracity or adequacy of previously Client ident cation data.

8. Employees' Obligations

- The Company's employees shall be personally liable for failure to report information or suspicion, regarding money laundering or terrorist ñnancing.
- The employees must cooperate and report, without delay, anything that comes to their attention in relation to transactions for which there is a slight suspicion that are related to money laundering or terrorist financing.



JMI Brokers

Since 2009

- According to the Law, the Company's employees shall full their legal obligation to report their suspicions regarding Money Laundering and Terrorist Financing.

For further information, please contact the Compliance Department at Compliance@jmibrokers.com



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Best Regard

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