

AML/KYC POLICY

1. This Anti-Money Laundering and Know Your Customer Policy (hereinafter - the “**AML/KYC Policy**”) of NovaCyber Ltd, (hereinafter “**Company**”), a company registered in accordance with legislation of British Virgin Islands with its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Tortola, VG1110, British Virgin Islands, reflects main provisions of Company`s compliance policies designated to prevent and mitigate possible risks of the Company being involved in any kind of illegal activity.

2. Both international and local regulations as well as Company`s agreements with Project require the Company to implement effective internal procedures and mechanisms to prevent money laundering, terrorist financing, drug and human trafficking, proliferation of weapons of mass destruction, corruption and bribery and to take action in case of any form of suspicious activity from its Users.

VERIFICATION PROCEDURES

3. One of the international standards for preventing illegal activity is customer due diligence (“CDD”). According to CDD, the Company establishes its own verification procedures within the standards of anti-money laundering and “Know Your Customer” frameworks.

4. Company`s identity verification procedure requires the User to provide the Company with reliable, independent source documents, data or information (e.g., national ID, international passport). For such purposes the Company reserves the right to collect User`s identification information for the AML/KYC Policy purposes.

5. The Company will take steps to confirm the authenticity of documents and information provided by the Users. All legal methods for double-checking identification information will be used and the Company reserves the right to investigate certain Users who have been determined to be risky or suspicious.

6. The Company reserves the right to verify User`s identity in an on-going basis, especially when their activity seemed to be suspicious (unusual for the particular User). In addition, the Company reserves the right to request up-to-date documents from the Users, even though they have passed identity verification in the past.

7. User`s identification information will be collected, stored, shared and protected strictly in accordance with Company`s Privacy Policy and related regulations.

8. Once the User's identity has been verified, the Company is able to remove itself from potential legal liability in a situation where its Services are used to conduct illegal activity.

ANTI-MONEY LAUNDERING POLICY

9. The Company enforces a strict anti-money laundering policy with zero tolerance for money laundering activities. We define money laundering as any activity that is carried out in an attempt to misrepresent the source of funds actually acquired through illegal processes as funds that were acquired through lawful sources/activities.

10. All Company's clients are obligated to comply with this anti-money laundering policy and internal AML Manuals and with all applicable anti-money laundering laws. Failure to comply can result in severe consequences such as criminal penalties and heavy fines.

11. The Company ensures complete compliance with laws pertaining to anti money laundering through its related policy.

12. The Company implements a range of filtration operations for accurate identification of any financial activities that may constitute or are related to money laundering. This helps ensure a money laundering-free transactions throughout the Service.

13. All Users acknowledge, undertake and agree to the following terms regarding their use of the Website, opening and maintenance of accounts at Service and participation in certain IWOs:

1) The User will comply (throughout the time as an Company's client) with all relevant statutes pertaining to money laundering and proceeds from criminal activities.

2) The Company operates under certain obligations known as "know-your-client" obligations which grant the Company with the right to implement anti-money laundering procedures to help detect and prevent money laundering activities where money laundering may mean to handle any funds associated with any illegal activity regardless of the location of such activity.

3) The User agrees to lend full cooperation to the Company with respect to anti-money laundering efforts. This involves providing information that the Company requests regarding the client's business details, account usage, financial transactions etc. to help the Company to perform its duties as dictated by Applicable laws regardless of jurisdiction.

4) The Company reserves the right to delay or stop any funds transfer, any subscriptions to IWOs if there is reason to believe that completing such a transaction may result in the violation of any applicable law or is contrary to acceptable practices.

5) The Company has the right to use client information for the investigation and/or prevention of fraudulent or otherwise illegal activities.

6) The Company has the right to share client information with:

a) Investigative agencies or any authorized officers who are helping the Company to comply with applicable law, including anti-money laundering laws and know-your-client obligations;

b) Organizations that help the Company to provide the services it offer to its clients;

c) Government, law enforcement agencies and courts;

d) Regulatory bodies and financial institutions.

14. The Company adopts two stages of User verification process to ensure stricter anti-money laundering activity:

A. Know-your customer measure. It shall be passed only once. However, the Company retains a right to require you to pass through it at any time if the Company believes that information you provided before is incomplete or inaccurate or if the Company believes that somebody stole your Account credentials.

B. AML verification of User`s cryptocurrency wallet used to participate in particular IWO. The Company may reject User`s participation in any IWO even those that don`t require special AML/KYC verifications if the Company reasonably believes that cryptocurrency wallet of the User used in certain suspicious transactions. User shall pass through AML verification of User`s cryptocurrency wallet each 14 days (“successful AML verification period”) to ensure its availability to participate in any IWO.

KNOW YOUR CUSTOMER (KYC) AND AML VERIFICATION OF WALLET

15. The User acknowledges that he/she/it has to complete a KYC check before the subscription to certain IWOs, which must be in form and substance satisfactory to the Company. KYC check is carried out during your use of the Service by providing necessary information with regard to identification of the User, beneficial owner and origin of the funds, the scope and type of information depending on the type of User.

16. Appropriate documents for verifying the identity of User include, but are not limited to, the following:

1) For an individual User: a high resolution scanned copy or photo of pages of a passport or,

for citizens of EU, 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 User's signature.;

2) For a corporate User: 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.

17. The User is obliged to collaborate with regard to the AML/ KYC check and to provide any information and document deemed necessary by the Company.

18. The Company may reject any User in its sole discretion without being obliged to disclose any reason for the rejection.

19. In case the automatic procedures fail, the Company shall contact the User by email or other means to obtain the information and documents needed. In case the User does not provide the documents in the requested form and any other information requested to satisfy the AML/KYC check within 10 (ten) days of the Company's request, the Company may reject the User and the costs for the AML/KYC check will be at the cost of the User. Additionally, the Company has the right to partially or fully withhold the received amounts for any costs or damages incurred by the Company. All kind of remittance fees either for fiat currency or for cryptocurrencies shall be borne by the User.

20. To pass the AML verification of User's cryptocurrency wallet, the User shall enter the address of his cryptocurrency wallet in special form. First time AML verification under this section is free of charge for second and each subsequent time of AML verification under this section shall be paid by the User to Company's service provider in accordance with tariffs of such service provider. The Company has no obligation to compensate to the User any such fee.