



STONE WALL
C A P I T A L

AML & KYC POLICY

Version 1.0



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FINDEXA ADVISORY (PTY) LTD, an authorized Financial Services Provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa with FSP No. 52500 and reg. No. 2022/504112/07, registered at 34 Shortens Country Estate Lee, Ballito, Kwa-Zulu Natal, 4420 South Africa, and its subsidiary FINDEXA ADVISOR EU LTD registered at Filosofou Lapithi, 40, 3117, Limassol, Cyprus.

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1. INTRODUCTION

FINDEXA ADVISORY (PTY) LTD (hereinafter referred to also as the “Company”, “we”, “us”, “our”, “StoneWallCapital”) is an authorized Financial Services Provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa, with FSP No. 52500 and reg. No. 2022/504112/07, registered at 34 Shortens Country Estate, Ballito, Kwa-Zulu Natal 4420. The Company solely owns and operates the website stonewallcapital.co.za (hereinafter referred to also as the “Website”, “Platform”). The Client (hereinafter referred to also as “you”, “you”) acknowledges, confirms and approves that she/he has read, understood, accepted and agreed with all the information available on the Company’s Website, including, but not limited to Legal Documentation, such as Terms of Use, Risk Disclosure Notice, AML & KYC Policy and Privacy Policy (hereinafter referred to as “Legal Documentation”).

The English version of this AML & KYC Policy is the governing version and shall prevail whenever there is any discrepancy between the English version and other versions.

2. SCOPE

2.1 This AML & KYC Policy (the “Policy”) is provided by the Company to its Clients in order to help them to understand the rules and the procedures followed by the Company in order to comply with the Anti-Money Laundering (“AML”) and Terrorist Financing (“TF”) laws, as well as Know-Your-Client (“KYC”) requirements.

3. ANTI-MONEY LAUNDERING

3.1 The Prevention of money laundering and terrorist financing is a major responsibility and aim of the Company. The Company is fully committed to prevent any money laundering activities through its services and as such, in the Company’s efforts to combat money laundering, the Company ensures to:

- 3.1.1 get to know its Clients through request of legal documentation;
- 3.1.2 identify and report any suspicious transactions through the appropriate channels;
- 3.1.3 carry on an ongoing monitoring of any reported suspicious activities;
- 3.1.4 maintain all transaction records of Clients for a minimum of 5 years, following termination of the Agreement;
- 3.1.5 train all staff sufficiently in the appropriate KYC and AML procedures as well as in what constitutes suspicious activity and to reporting such activity to the appropriate personnel;
- 3.1.6 use all resources available, within the Company’s and other countries to ensure that all suspicious activities have been investigated;

3.2 The Company reserves the right to request all necessary Verification Documents from the Client before the expiry of the Probation Period, described in the Commencement of the Terms and Conditions and the Right to Cancel section of the Client’s Agreement. Additionally, the Company reserves the right to request additional or updated documentation, if it deems as necessary.

3.3 The Company reserves the right to refuse to process a transfer at any stage if it believes/suspects it to be connected in any way to criminal activity or money laundering.

3.4 The Company is obliged to report all suspicious transactions to the relevant authorities and is prohibited from informing the Client that they have been reported for suspicious account activity. Account misuse may result in criminal prosecution.

3.5 The Company is strongly opposed on providing business to Clients whose funds are sourced from criminal activity.

3.6 Monitoring

3.6.1 The electronic monitoring of transactions is an issue that is receiving a great deal of attention by the financial services industry. More and more transactions are being undertaken electronically, without any human intervention, providing those involved in money laundering with greater opportunities to launder money and to remain undetected.

3.6.2 There is recognition by the industry and regulators that the electronic monitoring of transactions can provide some protection in dealing with this risk. A monitoring system can provide an effective way of identifying potential money laundering transactions.

3.6.3 Transactions executed for the Client are compared and evaluated against the anticipated movement of the account, the standard turnover, business and customer data/information held and according to the economic profile of the customer. Significant deviations are investigated and the findings recorded in the file of the Client.

4. KNOW-YOUR-CUSTOMER

4.1 The Company is obliged to confirm and verify the identity of each person who registers on the Company's system and opens an account with the Firm. Hence, as part of the Company's obligations to comply with applicable Anti-money laundering & Know Your Customer legislation, the Company requests its Clients to provide certain Verification Documents (which shall typically include but not limited to, an identity card or passport, proof of residential address such as a recent utility bill, and proof of the Client's payment method). Moreover, the Company to monitors construction of Client's economic profile, in order to get sufficient understanding of Clients business activities, source of funds, as well as ensuring that the Company understands the investment objectives of its customers and is aware of their relevant trading knowledge and experience. However, it is important that the Firm's customers conform to the Firm's principles and standards. Among other things, the following principles are considered as a part of the Know Your Customer procedure:

4.1.1 The Company will not accept as Clients persons engaged in unethical behavior or in illegal activities;

4.1.2 The Company will not accept as Clients, parties that cannot make a well informed and reasonable judgment as to the activities in which they are engaged;

4.1.3 The Company will not accept as Clients, persons unwilling to provide sufficient documents/data and information as provided in the Agreement;

4.1.4 The Company will accept only those new Clients who complete the appropriate Account Opening Procedure and provide the Company with all necessary Verification Documents and information to the satisfaction of the Company. The Client should provide the Company with the following documents ('Verification Documents') and information:

4.1.4.1 Proof of the Client's Identity – To prove his/her identity, the Client is obliged to provide the Company with a copy of his/her Passport or National Identification Card.

4.1.4.1.1 Document has to be valid

4.1.4.1.2 Copy has to be in color (black and white copies are not acceptable)

4.1.4.1.3 All information on the document must be clear and visible

4.1.4.2 Proof of the Client's Residential Address - In order to prove his/her residential address, the Client is obliged to provide the Company with a copy of his/her recent Utility Bill (gas, water, electric, TV/Internet, landline phone) or a bank statement issued in his/her name.

- 4.1.4.2.1 The issuing date of the document cannot be older than 3 months.
- 4.1.4.3 Proof of the Client's Payment Method - depends on the payment method, i.e., a credit/debit card copy or a proof of bank transfer.
- 4.1.4.4 Information and data that are used for the construction of the Client's economic profile.
- 4.1.5 The Company will accept a prospective or potential Client only when it becomes fully satisfied that the Client complies with Know Your Customer and due diligence procedures to ensure that a new relationship with the potential Client does not negatively affect the reputation of the Company.
- 4.1.6 The Company reserves the right to complete the verification process during the Probation Period, as specified in the Commencement of the Terms and Conditions and the Right to Cancel section of the Client's Agreement. If, for whatever reason, the Client or refuses to provide the Company with the required information in a timely manner, the Company reserves the right to terminate the agreement in compliance with the Termination and Default section of the Client's Agreement.
- 4.1.7 If, during the business relationship, a Client fails or refuses to submit, within a reasonable timeframe set by the Company, the required documents, data and information requested by the Firm; the Company is entitled to terminate the business relationship and close all Client's accounts. Moreover, during the business relationship additional documents may be requested by the Company and/or an update of the existing documents. If the Client denies providing these documents without any legitimate reason, the Company is entitled to terminate the business relationship and close all Client's Account(s), in compliance with the Termination and Default section of the Client's Agreement.
- 4.1.8 The Company takes no responsibility for any possible delays where the Client's Verification Documents are outstanding.
- 4.1.9 The Client warrants and represents that at all times all the information provided to the Company shall be true, accurate, up to date and complete and that the Client shall update the Company in writing via e-mail (send to the Company from the Client's registered email address) or through the Online Trading Facility (where available) upon any changes in regard to the information provided.
- 4.1.10 Client hereby agrees that the information collected and obtained from the Client may be used by the Company, its agents and service providers and regulatory bodies to conduct identity, fraud, AML, credit and other checks and the Client hereby authorizes the above entities to conduct the above checks. The Company shall use all the information obtained from the Client in accordance with its Privacy Policy.
- 4.1.11 For deposit amounts of higher than \$2,000, the client must submit the 'Verification Documents' during or upon account registration. For amounts below \$2,000 there is a probation period of fourteen (14) days in order to submit the 'Verification Documents', without the right to make any withdrawal from their account until the verification process is completed.

5. REGULATORY REQUIREMENTS

- 5.1 The Company complies with all the statutory and regulatory requirements for money laundering control and combating of terror financing as stated in the following statues and their corresponding Regulations, Exemptions and Guidance notes:
 - 5.1.1 Prevention of Organised Crime Act, 121 of 1998 ("POCA")
 - 5.1.2 Financial Intelligence Centre Act, 38 of 2001 ("FICA");
 - 5.1.3 Protection of Constitutional Democracy Against Terrorist and Related Activities Act 33 of

2004 ("POCDATARA")

- 5.1.4 FICA is South Africa's primary anti - money laundering legislation and South Africa is a member of the Financial Action Task Force ("FATF").
- 5.1.5 The Company applies standards applicable in accordance with FATF's 40 Recommendations and is fully committed to maintaining high levels of integrity, professionalism, and ethical behavior.

6. TRAINING

- 6.1 The Company is committed to remaining constantly vigilant to money laundering prevention and combating the financing of terrorism for the purpose of risk management (reputational risk, legal risk and regulatory risk) and serious crime prevention and it will not allow its systems to be abused in furtherance of these crimes.
- 6.2 The Company will provide training to its employees on the provisions of relevant anti-money laundering legislation and internal rules applicable to them, relating to the following:
 - 6.2.1 Reporting of suspicious and / or unusual transactions and terrorist property;
 - 6.2.2 Establishment and verification of all customer particulars in respect of any customer that enters into a single transaction or a business relationship, known as Know-Your-Customer;
 - 6.2.3 Keeping records relating to every business transaction that is entered into between the Company and a client, whether it is a single transaction, or a transaction concluded during a business relationship.