

KYC AND AML CONTROL

Anti-Money Laundering/Know Your Customer (AML/KYC) Disclosure

By agreeing to the Terms and Conditions, Members also acknowledge that the Company has implemented an AML/KYC program summarized hereafter. All capitalized terms not defined herein shall have the meaning ascribed to them in the Terms and Conditions, as applicable.

The Company protects itself and fights against money laundering, terrorist financing or OFAC sanctioned subjects and activities by establishing the following:

A system of internal controls designed to assure ongoing AML compliance;

Independent testing of AML compliance through an annual, independent AML audit;

Designation of a Compliance Officer for managing AML Compliance; and

AML training for employees;

INTERNAL CONTROLS

The Company has established a set of AML/KYC policies and procedures to define and guide the operations of internal controls for the purpose of ensuring that its operations comply with relevant AML requirements and risk mitigation measures.

INDEPENDENT TESTING

The Company's AML program will be subject to independent testing through an annual, independent AML audit.

BSA OFFICER AND CHIEF COMPLIANCE OFFICER

The Company has appointed a BSA Officer to be responsible for the management, coordination and monitoring of compliance with the Company's internal controls. The BSA Officer reports to the Chief Compliance Officer based on governance structure.

TRAINING

Employees or contractors of the Company are required to receive AML training at least annually. Ongoing training will be provided and updated regularly to reflect current developments and changes to laws and regulations.

CUSTOMER IDENTIFICATION PROGRAM AND NOTICE

Each Member that opens a new account on the Company's platform will be directed to complete the procedures established for the Customer Identification Program ("CIP"). It is the Company's policy to ensure that each Member who uses the Company's platform has been reasonably identified.

Important Information About Procedures for Opening a New Account

To help the Government fight the funding of terrorism and money laundering activities, we obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If you are an entity customer or prospective customer, we will ask for your registration document, incorporation document, license document or similar evidence that establishes your entity identity. We will also ask for your controller and ultimate beneficial owners' identification information.

ACCOUNT OPENING PROCEDURES

The following additional steps will be taken during account opening process,: (i) cross-check the names of users against Government Lists such as the OFAC Specially Designated Nationals list; (ii) require users to verify and validate their identity and identification documents presented at onboarding; and (iii) not permit any activity on platform with incomplete account opening information.

We do not accept US Members as Company Customers at this time. US companies and persons who identify a US address or US nationality when attempting to create an account will not be allowed to onboard as a Customer. If a US person or company obtains ZTM outside of the Company, that person or company will not be allowed to redeem ZTM for U.S. dollars from the Company.

IDENTITY VERIFICATION

Individual

Individual name

Date of birth

Residential address

Identification number

Acceptable and valid government-issued identification document (e.g., drivers license, passport, national identification card)

Institutions

Institution name

The address of the institution's principal place of business and, if different, the institution's mailing/registered address

Identification number of the institution (e.g., employer identification number)

Name of institution's representative/user for the account

For institutions, the Company will collect the identifying information with respect to each beneficial owner and will use risk-based procedures to verify the identity of such beneficial owners, including:

Acceptable and valid government-issued identification document (e.g., drivers license, passport, national identification card) for each beneficial owner; and

Proof of residency (e.g., utility bills, government issued correspondence, documentation issued by recognized financial institutions).

Customer due diligence procedures will include additional information regarding the institution including but not limited to the following:

A description of the institution's business, including products and services, main Member types, and geographies served;

Purpose of account; and

Source of funds.

Use of ZTM for Illegal Activity Prohibited

We may freeze, temporarily or permanently, your use of, and access to ZTM or the US dollars backing your ZTM, with or without advance notice, if we are required to do so by law, including by court order or other legal process.

Your ZTM and the US dollars backing your ZTM may be subject to seizure or forfeiture by law enforcement, and we will comply with legal process in respect thereof.

If we determine after investigation that ZTM has been used, or is being used, for illegal (or sanctioned) activity, we may not permit you to redeem your ZTM for US dollars from ZealTM Group, and, if presented for redemption, such ZTM and the US dollars backing such ZTM may be forfeited.

Any ZTM or fiat currency underlying ZTM that is subject to freeze, seizure, forfeiture or similar limitation on its use imposed by law may become wholly and permanently unrecoverable and unusable, and in appropriate circumstances, may be destroyed.

This applies to all holders of ZTM, regardless of whether the holder is a Member (as such term is defined in the ZealTM Group Terms and Conditions) of ZealTM Group.

By using ZTM, you agree that we may take the actions set forth above and that we will not be liable to you therefore.