# Money Laundering Prevention Policy

AML & Counter-Terrorist Financing Program

Milele Prime Ltd · Effective: August 2026

## 1. Statement of Commitment

Milele Prime Ltd (the "Company") is committed to preventing its services from being used for money laundering, terrorist financing, sanctions evasion, fraud or any other financial crime. The Company maintains a risk-based program of policies, procedures and controls informed by applicable law in Saint Lucia and internationally recognized standards, including those of the Financial Action Task Force. This document summarizes that program for clients and forms part of the Client Agreement.

## 2. Client Due Diligence

The Company identifies clients at registration and verifies them on a risk-sensitive basis. The Company may permit account opening, deposits and trading on the basis of registration details. Completion of identity verification is required before any deposit exceeding USD 2,000 (or currency equivalent) is accepted, and before any withdrawal request is processed, regardless of amount. Enhanced verification, including additional proof of identity and address, source of funds documentation, proof of ownership of the payment method, and a review of related trading activity, may be applied at the Company's discretion at any time. Nothing limits the Company's right to require any verification, from any client, and to verify beneficial owners, directors and authorized persons, at any stage. You must provide, and keep current, such documents and information as the Company requests, which may include: government-issued identification; proof of residential address; contact verification; corporate constitutional documents and ownership structures; and information on the purpose and intended nature of the relationship.

The Company may use third-party verification, database and biometric services, and may repeat or refresh verification at any time, including at withdrawal, upon changes in your profile, or upon triggers identified by monitoring. Failure to provide requested information within the time specified entitles the Company to refuse onboarding, block or suspend the account, decline transactions, and terminate the relationship, without liability.

## 3. Enhanced Due Diligence and Screening

The Company applies enhanced due diligence to higher-risk relationships, including politically exposed persons, their family members and close associates; clients from higher-risk or monitored jurisdictions; complex ownership structures; and unusual funding or trading patterns. Enhanced measures may include senior management approval, source of funds and source of wealth evidence, and closer ongoing monitoring. All clients and related parties are screened against applicable sanctions, watch and enforcement lists at onboarding and on an ongoing basis. The Company does not open anonymous accounts and does not serve persons or entities subject to applicable sanctions or located in prohibited jurisdictions.

## 4. Funding Rules

Deposits are accepted only from accounts, cards or wallets held in the client's own name; third-party, anonymous and cash payments are not accepted and may be returned to source net of costs. Withdrawals are returned to the originating source and method to the extent practicable, and profits are remitted only after verification requirements are met. The Company may set minimums, maximums and additional documentary requirements for deposits and withdrawals, and may decline any funding method at its discretion.

## 5. Monitoring, Investigation and Action

The Company monitors transactions and account activity for unusual or suspicious patterns, including activity inconsistent with a client's profile, structuring, rapid pass-through of funds with minimal trading, and connections to prohibited practices. Where the Company has concerns, it may, without prior notice and without liability: request further information; suspend, restrict or block accounts; delay, decline or reverse deposits, withdrawals or trades; freeze balances pending investigation or instructions from a competent authority; terminate the relationship; and make reports to authorities. The Company is prohibited from disclosing that a report has been made and shall have no liability for any delay, freeze, disclosure or report made in good faith.

## 6. Record Keeping, Training and Governance

The Company retains identification data, account files and transaction records for at least the period required by applicable law and makes them available to competent authorities as required. The Company designates responsible compliance personnel, provides periodic training to relevant staff, and reviews this program regularly and upon material regulatory change.

## 7. Client Obligations

You warrant on a continuing basis that all funds deposited are your own and of lawful origin, that you act for your own account, and that the information you provide is accurate and complete. You agree to cooperate promptly with any request made under this Policy. Breach of this Policy is an Event of Default under the Client Agreement.