

ANTI-MONEY LAUNDERING/COMBATING THE FINANCING OF TERRORISM

The betting company **AGROTE-85 LTD owner of www.gama.bet** has measures in place to prevent and combat money laundering and international terrorism (the AML Policy). The Company has a zero-tolerance policy towards any illegal activities. To fulfill its obligations according to the AML policy, the Company undertakes to inform all appropriate authorities if there is ever any reason to suspect that any funds deposited by any users at any point were linked, directly or otherwise, to any illegal activities, including but not limited to terrorism. The company undertakes to block any such funds and take the appropriate measures set forth in the AML policy.

The Anjouan Offshore Finance Authority and Gaming Control Board is the designated supervisory Authority for our service.

We are required to comply with all applicable laws and regulations within the jurisdiction of Anjouan, including National Ordinances covering the criminal code, identification for services, identification when rendering services, and the reporting of unusual transactions.

We are required as a service provider of online games of chance to have in place adequate practices and procedures to prevent our systems from activity facilitating money laundering and the funding of terrorist and criminal activities.

1. Money laundering means the following:

- 1.1. attempting to hide or actually hiding information regarding the ownership, source, location, movement or disposal of any property that was at any point obtained as a result of an illegal activity
- 1.2. moving, converting or performing other similar actions with property that was obtained as a result of illegal activities to conceal the fact of it having been obtained illegally
- 1.3. assisting any persons involved in any of the above-mentioned activities with the aim of avoiding legal consequences
- 1.4. Numerous countries have pledged to fight against money laundering and the financing of terrorism by preventing the infiltration of illicitly obtained capital into their economies.

1.5. The Company relies on internal laws and regulations, along with a range of measures to provide any necessary assistance to international organizations combating money laundering and the financing of terrorism around the world.

2. By creating an account, you effectively accept the following obligations:

- 2.1. to comply with all laws and regulations related to combating money laundering and the financing of terrorism, including but not limited to the AML Policy
 - 2.2. to provide us with any information in your possession or any suspicions about any of the funds deposited having been received from illegal sources or as a result of any unlawful activity as defined by the appropriate international organizations or applicable laws
- to provide us with any reasonably required information if there are any suspicions about funds having been obtained illegally

3. Deposits and withdrawals from the User's account

- 3.a. Deposits and withdrawals from the User's account - if he wishes to participate in betting or in games through the website, the user must deposit funds into his account, which he can then use for betting and/or in games offered on the website.
- 3.b. Deposits and withdrawals from the account can be made through various payment providers and methods permitted by applicable law, such as using micro-accounts or bank accounts registered in payment systems with bank accounts, cards or micro-accounts or external devices via the Internet, integrated on the website. The procedures and conditions are different for different payment providers, and it is the User's duty to familiarize himself with them in advance. The ways of depositing and withdrawing funds accepted by the Organizer are announced on the website and are updated in case of any change.
- 3.c. When depositing or withdrawing funds, fees are imposed according to the current tariffs of the relevant payment service provider, as well as others, announced on the website or about which the User is notified. The Organizer may, at its discretion, exempt the User from paying them and assume these costs or a part of them at his own expense, informing the User about the conditions for this.
- 3.d. The User has the right to make deposits and withdrawals only with personally owned payment instruments - payment cards, bank accounts or electronic wallets, where the data

of the holder match the data provided by the User to the Organizer during registration. If the Organizer has not established the identity of the participant, the deposited funds are returned, the bets made and any winnings derived from them are declared invalid.

- 3.e. Deposits from third parties, eg friend, relative, partner, husband, wife, are not accepted.
- 3.f. The minimum amount of a deposit, regardless of the chosen means of payment, is 20 US Dollars. The User's gaming account is funded with the amount of the deposit. The Promoter reserves the right to set requirements for different minimum deposit amounts for the different means of payment it supports.
- 3.g. The minimum withdrawal amount is 20 US Dollars. A user can withdraw from their account only if there is a successful deposit of real money into the account prior to the withdrawal request and the amount of the deposit has been wagered at least once. Closed or partially closed bets with the "Close Bet" ("Cash Out") function will not be counted towards the withdrawal of the deposit. AGROTE-85 LTD reserves the right to deduct fees from the account to cover the costs associated with depositing and withdrawing. If necessary, the withdrawal amount may be reduced bearing in mind the applicable charges.
- 3.h. Before requesting a withdrawal of funds from his gaming account, the User must play out or surrender any active bonuses and/or bonus funds, as the latter are a non-withdrawal type of funds.
- 3.i. No reversals, returns or cancellations of a deposit are permitted from the User's account and he agrees to reimburse and compensate the Promoter in the event of unpaid deposits.
- 3.j. Transfers of funds between gaming accounts are not allowed.
- 3.k. The following patterns of "unfair" play are not allowed:
- participation in secret agreements in order to search for errors in the system or a difference in the odds offered for an event;
 - play from linked accounts (IP-addresses, bets from one device, bets from one household, etc.) on the same selection/market of one sporting event, as well as on

mutually linked selections/markets of one sporting event for the purpose of the extraction of guaranteed profit.

- Upon detection of illegal actions by a game participant, the Organizer blocks the account of the participant and sends him a notification. After that, the Organizer declares the bets made and any winnings derived from them invalid, and the funds available on the blocked gaming account of the participant are returned to him after presenting a certificate of a bank account in his name. Cash withdrawals that would lead to a negative balance on the participant's gaming account are not allowed.

3.I. The user can request a withdrawal of funds from his account at any time, in the event that:

- all payments made from/to a user account are confirmed to have been settled and no chargebacks, returns or cancellations are available;
- all necessary checks have been carried out;
- a user can withdraw from their account only if there is a successful deposit of real money into the account prior to the withdrawal request and the amount of the deposit has been wagered at least once.

4. The Company has the right to perform the following activities regarding your information:

- 4.1. collect and store user identification information, as well as any reports on any changes made to that information
- 4.2. monitor users' accounts for any activity that appears suspicious, as well as for specific transactions
- 4.3. ban the account of any user suspected of involvement in money laundering or any sort of criminal activities – according to internal legislature, the Company does not have an obligation to inform said user of the fact that their account has been banned and the information passed on to the relevant authorities

5. The Company adheres to specific internal AML procedures to carry out identity verification, both initial and ongoing, based on each user's individually assessed risk level. Therefore, the

Company will do the following:

- 5.1. request the minimum amount of information required for confirming identity, such as your full name, date of birth, registered or residential address, and financial sources used to make deposits
- 5.2. record and keep all data collected and your proof of identification, as well as records of verification methods used
- 5.3. check your personal data against that of people suspected of terrorist activities as provided by the relevant authorities

6. In the interests of confirming the authenticity of the data requested and obtained from users,

the Company may request additional documents, such as:

- 6.1. a passport or ID card, or any other document of equal value containing the following information: name, date of birth and photo of the document holder issued by a relevant authority
- 6.2. a utility bill (no older than 3 months) or other documents that can be used to confirm the user's address

Additional information may be requested by the Company if deemed necessary, including notarized copies of documents.

7. Withdrawal verification

The organizer reserves the right, before processing the user's withdrawal, to verify his identity through a color copy/photo of an identity document and the payment method used.

The required documents can be:

- 7.1. Double-sided (clear and legible) color copy/photo of an identity document or Passport or any equivalent identity document;
- 7.2. Double-sided color copy/photograph (clear and legible) of all credit/debit cards used for deposit, with the middle 8 digits of the front of the card and the last three digits of the back of the card prehidden. It is necessary that the rest of the plastic is visible in its entirety.
- 7.3. Screenshot (screenshot) of all Virtual Cards used during deposit, with the middle 8 digits of the card number and cvv code previously hidden.
- 7.4. IBAN certificate, not older than 6 months, with stamp and signature from the servicing bank or screenshot from online banking with visible personal data and bank account number;

- 7.5. A document or invoice for a paid utility service (tax, water, electricity, etc.) with names and addresses corresponding to the data on the identity card, with date, signature and seal, not older than 6 months;
- 7.6. Photographs in which the customer holds his ID next to his face, so that all his data is visible from both sides;
- 7.7. Current copy of Certificate of current address (address registration);
- 7.8. In the event that the client cannot provide any of the required documents, an alternative version of the document may be indicated to him.
- 7.9. Once the withdrawal is approved, it is paid using the method by which the user made his deposit, except for cases where the method does not allow payment. In such cases, the User must provide the necessary information regarding the manner in which the funds will be transferred.

8. Data processed for the purposes of prevention of money laundering and terrorist financing

In fulfillment of its obligations under the Law on Measures Against Money Laundering and the Law on Measures Against the Financing of Terrorism, **AGROTE-85 LTD** processes information for identification of the client and its beneficial owner, evaluates the purpose and nature of business relationships, processes data to clarify the origin of the funds in the cases provided for by law, including: 8.1. the three names;

- 8.2. date and place of birth;
- 8.3. an official personal identification number or other unique identification element, contained in an official identity document, whose validity period has not expired and on which there is a photograph of the User;
- 8.4. any citizenship the person holds;
- 8.5. country of permanent residence and address (a post office box number is not sufficient);
- 8.6. status of a prominent political figure;
- 8.7. a copy of an identity document;
- 8.8. controlling rights in the capital of companies;
- 8.9. data on the origin of funds and a statement on the veracity of the data provided; "Origin of funds statement" might be required when the deposit amount exceeds 5000 USD

9. If there is a legal obligation, this data may be disclosed to the competent authorities for the fight against money laundering and the financing of terrorism.