

# Finligue Grupp OÜ

## Due Diligence Manual

2020

### Licenses

**1. Financial services providing a virtual currency wallet service:**

Number FRK 001275

**2. Financial services providing services of exchanging a virtual currency against a fiat currency:**

Number FVR001394

### Disclaimer

This AML and KYC Manual is a reference for the compliance team and back office of Finligue Grupp OÜ.

**This Manual is for internal use only.**

## Contents

Obligation to take due diligence measures.....	4
Due Diligence Measures.....	4
Monitoring of Information.....	4
Simplified Due Diligence:.....	5
Enhanced Due Diligence:.....	5
Appendixes.....	6
APPENDIX I.....	7
APPENDIX II.....	8
APPENDIX III.....	9
APPENDIX IV.....	10

### Obligation to take due diligence measures

Finligue Grupp OÜ shall take due diligence measures

1. Upon establishment of a business relationship; upon carrying out or mediating on an occasional basis transaction the value of which exceeds 15 000 euros or an equal amount in another currency.
2. Upon suspicion of money laundering or terrorist financing, regardless of any derogations, exceptions or limits provided by law; when the documents or data gathered earlier while identifying and verifying a person or while updating the respective data prove to be deficient or there is doubt about the veracity of the documents or data.

### Due Diligence Measures

To perform the due diligence measures, Finligue Grupp OÜ shall take the following due diligence measures in economic and/or professional activities:

1. Identification of the customer or the person participating in the transaction on the basis of documents and data submitted by him or her.
2. Verification of the submitted information on the basis of information obtained from a reliable and independent source.
3. Identification and verification of the representative of the natural person or of the legal person and the right of representation;
4. Identification of the beneficial owner, including gathering information about the ownership and control structure of the legal person, trust, civil law partnership or other contractual legal arrangement on the basis of information provided in pre-contractual negotiations or obtained from another reliable and independent source;

### Monitoring of Information

Constant monitoring of the business relationship, including:

1. Monitoring transactions carried out during the business relationship.
2. Regular verification of data used for identification.
3. Updating relevant documents, data or information and, if necessary:

4. Identification of the source and origin of funds used in the transaction.

#### Simplified Due Diligence:

Finlign Grupp OÜ will take simplified due diligence measures if:

1. A person participating in a transaction carried out in economic or professional activities or participating in a professional operation or a person using a professional service, or:
2. Legal person governed by public law founded in Estonia;
3. Governmental authority or another authority performing public functions in Estonia or a contracting state of the European Economic Area;
4. Authority of the European Community;
5. Company of a contracting state of the European Economic Area or a third country, which is subject to equal requirements.
6. Credit institution or a financial institution, a credit institution or a financial institution located in a contracting state of the European Economic Area or in a third country.
7. Written contract has been concluded with a customer for an indefinite period.
8. Payment is made through the account of a customer or a person participating in a transaction, which has been opened in a credit institution or the branch of a foreign credit institution registered in the Estonian commercial register or in a credit institution which has been registered or has its place of business in a contracting state of the European Economic Area
9. Obligated person has established by rules of internal procedure beforehand that the annual total value of performance of financial obligations arising from transactions of such type does not exceed the maximum limit of 15 000 euros;

#### Enhanced Due Diligence:

Finlign Grupp OÜ will take enhanced due diligence measures if:

1. Upon identification or verification of a person suspicion arises regarding the truthfulness of the data or authenticity of the documents submitted or regarding the identification of the beneficial owner or beneficial owners.
2. A person participating in a transaction performed in economic or professional activities, a person participating in a professional operation, a person using a professional service or a customer is a **PEP**.

The Enhanced Measures Include:

1. Identification and verification of a person on the basis of additional documents, data or information, which originates from a reliable and independent source or from a credit institution or the branch of a credit institution registered in the Estonian commercial register or from a credit institution, which has been registered or has its place of business in a contracting state of the European Economic Area.
2. Taking additional measures for the purpose of verifying the authenticity of documents and the data contained therein, among other things, demanding that they be notarised or officially authenticated or confirmation of the correctness of the data by the credit institution specified in clause which issued the document;

## Appendixes

**Appendix I- Request for Privacy Information Natural Client**

**Appendix II- Request for Privacy Information Non Natural Client**

**Appendix III- Request to Inform the Management on PEP**

**Appendix IV- Request to Inform the Management of Declined Client**

## APPENDIX I

### Request for Privacy Information

#### Natural Client

I, the undersigned, Mr/Ms.. \_\_\_\_\_ Date of Birth, holder of a \_\_\_\_\_  
passport number \_\_\_\_\_, with residential address: \_\_\_\_\_ hereby request in  
writing the following:

KYC Documents I have transferred to \_\_\_\_\_ during the on-boarding process.

By signing this declaration, I release the Company and/or its managers and/or shareholders  
from all duties to me and I warrant that I will indemnify and hold Company's from any direct  
loss or harm, including, without limitation, reasonable attorneys' fees, in connection with any  
breach or enforcement of my obligations hereunder, with consideration to the information.

I will keep all information and/or terms and/or information given by the Company strictly  
confidential and under no circumstances inform any third party and/or client either currently  
or in the past of the fees paid to me by the Company.

I shall further refrain from any defamatory, libelous or otherwise expressing negatively or  
adversely against the Company. In any case in which the Company shall find any such actions  
made by me or by a third party on my behalf, I shall be required to pay the Company an  
amount of no less than 50,000 USD without the Company required to show any proof of  
damages made to it for my actions.

I shall be personally liable for any breach of the aforementioned which was made by me  
and/or by a third party on my behalf.

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Client's Name

## APPENDIX II

### Request for Privacy Information

#### Non Natural Client

I, the undersigned,. \_\_\_\_\_ Date of Birth, holder of a \_\_\_\_\_ passport number \_\_\_\_\_, with residential address: \_\_\_\_\_, Director/ Representative of Company \_\_\_\_\_, with an operational address in \_\_\_\_\_ and registered office in \_\_\_\_\_ hereby request in writing the following:

KYC Documents I have transferred to \_\_\_\_\_ during the on-boarding process.

By signing this declaration, I release the Company and/or its managers and/or shareholders from all duties to me and I warrant that I will indemnify and hold Company's from any direct loss or harm, including, without limitation, reasonable attorneys' fees, in connection with any breach or enforcement of my obligations hereunder, with consideration to the information.

I will keep all information and/or terms and/or information given by the Company strictly confidential and under no circumstances inform any third party and/or client either currently or in the past of the fees paid to me by the Company.

I shall further refrain from any defamatory, libelous or otherwise expressing negatively or adversely against the Company. In any case in which the Company shall find any such actions made by me or by a third party on my behalf, I shall be required to pay the Company an amount of no less than 50,000 USD without the Company required to show any proof of damages made to it for my actions.

I shall be personally liable for any breach of the aforementioned which was made by me and/or by a third party on my behalf.

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Client's Name

Company Name



APPENDIX III

Request to Inform the Management on PEP

The Compliance Team of \_\_\_\_\_ - would like to inform the Management of \_\_\_\_\_ - on the following client:

Mr./Ms.. \_\_\_\_\_ Date of Birth, holder of a \_\_\_\_\_ passport number \_\_\_\_\_, with residential address: \_\_\_\_\_ has requested to on-board \_\_\_\_\_.

\_\_\_\_\_ is considered to be Politically Exposed Person (PEP) under the Laws of Estonia and due to his/ her relationship with \_\_\_\_\_.

Please inform on the requested course of action.

Kind regards,

Compliance Team

\_\_\_\_\_

APPENDIX IV

Request to Inform the Management of Declined Client

The Compliance Team of \_\_\_\_\_ - would like to inform the Management of \_\_\_\_\_ -on the following declined client:

Mr./Ms.. \_\_\_\_\_ Date of Birth, holder of a \_\_\_\_\_ passport number \_\_\_\_\_, with residential address: \_\_\_\_\_ has requested to on-board \_\_\_\_\_.

\_\_\_\_\_ has been declined due to \_\_\_\_\_

Kind regards,

Compliance Team

\_\_\_\_\_