

AML Policy

Anti-Money Laundering & Counter Terrorist Financing Policy – Web Version

This webpage provides a high level, customer facing overview of our AML/CTF controls and onboarding requirements. Internal procedures are documented and managed separately.

At Ecolight and Feronia, we are dedicated to building the most trusted B2B portal for the loose lab grown diamonds and jewelry industry. As a global platform facilitating the trade of high value goods (diamonds, gemstones and jewelry), we operate under strict international Anti-Money Laundering (AML) and Counter Terrorist Financing (CTF) regulations. We operate exclusively as a business-to-business portal and do not offer services to the general public or end consumers.

This policy outlines our commitment to compliance and the requirements to trade on our platform. Our objective is simple: to ensure our platform is never used for illicit activity. This protects legitimate businesses, safeguards the financial system, and ensures that when you buy from us, you are dealing with verified, professional entities.

To maintain the integrity of our network, all customers who register to use our platform, either as a buyer or supplier, must undergo our customer due diligence process.

Customer Due Diligence: What We Need From You

When you register with us, you will be asked to complete a Know Your Customer (KYC) or Know Your Business (KYB) verification process. We aim to complete this quickly, but we require cooperation to clear your account for trading and/or credit.

The types of information we require include, but are not limited to, the following:

- **Legal Existence:** Certificate of Incorporation or Business Registration, or equivalent official record issued by a competent authority.
- **Identity:** A valid, government issued photo ID (e.g. Passport/ Driver's License) for the account administrator.
- **Beneficial Ownership:** A valid, government issued photo ID (e.g. Passport/ Drivers License) for any individual who owns or controls 25% or more of the company (Ultimate Beneficial Owner), or otherwise exercises effective control.
- **Address:** Proof of operating address (e.g., utility bill, bank statement, lease agreement, or official registry extract). You may also consult our Address Policy.

- **Industry Connection:** Evidence demonstrating active involvement in the jewelry, diamond, or gemstone trade (e.g. trade licences, invoices, supplier agreements, or company website).

Note: In higher risk cases, we may request additional information such as source of funds/source of wealth, transaction rationale, or supporting trade documentation in accordance with international and local laws & regulations.

Cashless Policy & Payments

Ecolight & Feronia facilitate trade in high value goods and apply DPMS aligned controls where applicable. This includes but is not limited to:

- We do not accept cash payments under any circumstances.
- All transactions must be settled via traceable banking channels or approved payment processors (e.g., credit card, bank transfer).
- We do not offer consumer credit, only business credit.
- Third party payments (payments made by someone other than the business or account holder) may require evidence of the underlying business relationship and source of funds. We reserve the right to reject such payments if the relationship cannot be adequately verified.

Screening

Ecolight & Feronia screens its customers, suppliers, and beneficial owners against global sanctions, politically exposed person (PEP), watchlist, and adverse media databases, including but not limited to the United Nations (UN), U.S. Office of Foreign Assets Control (OFAC), European Union (EU), and UK sanctions lists.

We do not engage in business with:

- Individuals or entities subject to international sanctions or restrictive measures;
- Individuals or entities located in jurisdictions subject to comprehensive sanctions or otherwise prohibited under applicable law;
- Individuals identified as politically exposed persons (PEPs), or entities owned or controlled by PEPs, where enhanced due diligence and senior management approval do not sufficiently mitigate the associated risk.

In addition, we reserve the right, at its sole discretion, to decline, restrict, suspend, or terminate any customer or supplier relationship based on compliance, legal, reputational, or business risk considerations, including adverse media or other risk indicators, even where minimum legal or regulatory requirements may otherwise be met.

Ongoing Monitoring

As part of our commitment to protecting our platform and users from financial crime, including fraud, circular trading, money laundering, and other forms of misuse conducts ongoing monitoring of customer activity. As part of this monitoring, we may request additional information or documentation to verify transactions or assess risk.

We reserve the right to decline or suspend transactions made through its platform, as well as terminate relationships with customers that fall outside of its approved risk appetite.

Data Protection and Privacy

We understand that the documents you provide contain sensitive data. Therefore, you can trust us that:

- Data collection is limited to what is required for legitimate business purposes.
- All information provided for verification is encrypted, stored securely, and accessible only to authorized staff.
- We retain records for the minimum statutory period required by law and strictly adhere to GDPR standards and in accordance with Privacy Notice.

If you have questions about how we process your personal data, please reach out to us using our Contact Us form.

Reporting Suspicious Activity

Ecolight & Feronia is legally required to report any knowledge or suspicion of money laundering or terrorist financing to the relevant Financial Intelligence Units (FIUs) in accordance with applicable law. We operate a **zero tolerance approach** to any attempt to circumvent its AML/CTF controls, falsify documentation, or misuse the platform. In line with statutory “tipping off” prohibitions, We are not permitted to disclose whether a report has been made, is being considered, or is under review, and will not discuss such matters with customers or third parties.

Privacy Notice

We and our affiliates (collectively “Ecolight”, “Feronia”, “we” and “us”) take your data and privacy very seriously.

This Privacy Notice together with the materials referred to in it describes the types of Personal Data we collect and process through our platform (“Platform”), including our website ecolightdiamond.com. This notice also describes, among others, how we use Personal Data, with whom we share it and your rights and choices.

We need to use your personal data to operate our business, provide you with the services through our Platform and fulfill other necessary purposes as outlined in details below. Please read this Privacy Notice carefully before using our Platform.

PERSONAL DATA WE COLLECT ABOUT YOU

Registration, account set up, service usage: To access the Platform you need to have an Account. When you create an account with us you provide us with the following information:

- Your Full Name
- Your Email Address
- Your Phone Number
- Your chosen Password (note: we store an encrypted version of your password and are never able to see your plaintext password)

In order to register your Business on the Platform you provide us with the following information:

- Registered Company Address, including Country, Postal Code and City
- Website
- Company Registration information, including Registration Number, Registration Date and Entity Type • Applicable Tax Number (e.g. EIN number)

Compliance with legal obligation: To comply with our AML and KYC policy you provide us with the following information:

- List of Directors
- Identity Proof of Directors
- Address Proof of Directors
- Certificate of Incorporation
- Business Address Proof

For each additional Office you register to the Platform you provide us with the following information:

- Registered Address, including country, postal code and city
- Office Email Address
- Business Address Proof
- (optional) Office Website

When you add your Bank Account to the Platform you provide us with the following information:

- Bank Account Number
- Bank Account Holder
- BIC or SWIFT number

When you make purchases on the Platform we store information about each order, including:

- Date and Time
- Delivery Office
- Delivery Deadline
- Amount

During customer service and virtual assistant interaction:

We also collect information when you communicate with us through our customer service channels, such by phone and live chat. In compliance with applicable law we may record the call and store chat transcripts. Please note that we use chatbot/virtual assistant to assist you with customer service requests and, by using the live chat, you agree to the practice described in this Privacy Notice.

Information that we collect automatically:

Browser and Device data: We automatically collect technical and device information of your browser when you use the Platform service, such as: IP address, device type, operating system and Internet browse type, screen resolution, operating system name and version, device manufacturer and model and language.

Usage data: We use session replay technology to collect information such as the time spent on the platform, pages visited, links clicked, language and account preferences and the pages that led or referred you to the Platform.

MINORS

Protecting the privacy of the minors is of utmost importance to us. Access to the Platform is not directed to individuals under the age of thirteen (13) and we request that they not provide Personal Data through the Platform. In any case, we do not knowingly collect personal data from minors. If we become aware of any such data inadvertently collected, we will take immediate steps to delete it.

HOW WE USE PERSONAL DATA AND LEGAL BASIS

A. Our Platform

We use Personal Data to facilitate the use of the Platform, to comply with our financial regulatory and other legal obligations and to pursue our legitimate business interests. We also use Personal Data to complete Transactions and to provide payment related services.

B. Use of the Platform

Personal Data allows us to enable the following (among other functions): Register an Account, Access the Platform, Search for Goods, Manage Account Settings, Make and Manage Purchases, Send and Manage Transactions, Exchange Currencies, Manage Bank Accounts.

C. Legal and Regulatory Compliance

We use Personal Data to verify the identity of our Users in order to comply with fraud monitoring, prevention and detection obligations, laws associated with the identification and reporting of illegal and illicit activity, such as AML (Anti Money Laundering) and KYC (Know Your Customer) obligations, and financial reporting obligations. For example, we may be required to record and verify a User's identity for the purpose of compliance with legislation intended to prevent money laundering and financial crimes. These obligations are imposed on us by the operation of law, industry standards, and by our financial partners, and may require us to report our compliance to third parties, and to submit to third party verification audits.

D. Marketing and events related communication

We may send you communications through email about our Platform or new features and/or products, invite you to participate in events or surveys, or other marketing purposes in accordance with the consent requirements imposed by applicable law.

Legal basis

We rely upon a number of legal grounds to ensure that our use of your Personal Data is compliant with applicable laws. We rely on our legitimate business interests to process Personal Data. The following list sets out the purposes that we have identified as legitimate:

- Monitor, prevent and detect fraud and unauthorized Transactions
- Mitigate financial loss, claims, liabilities or other harm to Users and Us
- Respond to queries, send Platform notices and provide support
- Promote, analyze, modify and improve our Platform, systems and tools, and develop new features and tools
- Monitor, operate and improve the performance of the Platform by understanding their effectiveness
- Analyze and advertise our Platform
- Conduct aggregate analysis and develop business intelligence that enables us to operate, protect, make decisions and report on the performance of our business
- Share Personal Data with Third Party service providers that provide services on our behalf
- Ensure Security throughout for Ecolight & Feronia

HOW WE SHARE PERSONAL DATA

We do not sell or rent Personal Data to anyone. We only share Personal Data with trusted entities, as outlined below, when we have a lawful basis to do so or when you have expressly made such personal data public.

Service Providers

We share Personal Data with a limited number of Service Providers. We have service providers that provide services on our behalf, such as identity verification services to ensure customer security, couriers, real time transactions monitoring, fraud checks, billing, transaction and payment services, data analysis, information technology and related infrastructure, customer service, email delivery, and auditing services. We also use security services to help us mitigate threats such as unauthorized access, DDOS attacks, and other malicious activities. These service providers may need to access Personal Data to perform their services. These service providers may use machine learning solutions as necessary to enhance their services. We authorize such service providers to use or disclose the Personal Data only as necessary to perform services on our behalf or comply with legal requirements. We require such service providers to contractually commit to protect the security and confidentiality of Personal Data they process on our behalf.

Business Partners

We share Personal Data with third party business partners when this is necessary to provide our Platform functionality. Examples of third parties to whom we may disclose Personal Data for this purpose are banks and payment method providers (such as credit card networks) when we provide Transaction processing services.

Compliance and Harm Prevention

We share Personal Data as we believe necessary: (i) to comply with applicable law, or payment method rules; (ii) to enforce our contractual rights; (iii) to protect the rights, privacy, safety and property of ours, you or others; and (iv) to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, which may include authorities outside your country of residence.

SECURITY AND DATA RETENTION

A. Security

We make reasonable efforts to ensure a level of security appropriate to the risk associated with the processing of Personal Data. We maintain organizational, technical, security and administrative measures designed to protect Personal Data within our organization against unauthorized access, destruction, loss, alteration or misuse. Your Personal Data is only accessible to a limited number of personnel who need access to the information to perform their duties and provide services to you. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please let us know immediately.

B. Data Retention

We retain your Personal Data as long as we are providing Platform access to you. We retain Personal Data after we cease providing Platform access to you, even if you close your account, only to the extent necessary to comply with our legal and regulatory obligations, and for the purpose of fraud monitoring, detection and prevention. We also retain Personal Data to comply with our tax, accounting, and financial reporting obligations, where we are required to retain the data by our contractual commitments to our financial partners, and where data retention is mandated by the payment methods that we support. Where we retain data, we do so in accordance with any limitation periods and records retention obligations that are imposed by applicable law.

INTERNATIONAL DATA TRANSFER

We are part of a global group of companies. When providing our services through the Platform we process your personal data in multiple jurisdictions. This includes sharing your information with our US parent company, and other group companies in our global group, as well as third party service providers. We will transfer your information only to those countries to which we are permitted by law to do so, and we will take all the reasonable steps to ensure that your information is protected.

Transfer Mechanisms

Whenever we transfer personal information to a third country outside of the US, we do so on one or more of the following legal bases and transfer mechanisms:

- *Necessary to perform our contract with you.* You may choose whether or not to use our Platform. However, if you want to use the Platform you must agree to the terms and conditions, which set out the contract between us and you. As we use technical infrastructure in the US and other countries to deliver the services to you, in accordance with our contract with you, we may need, occasionally, to transfer your personal information within the US and to other jurisdictions as necessary to provide the Services.

HOW TO CONTACT US, DATA PROTECTION AUTHORITY, COMPLAINTS

If you have any questions or comments about this notice, your personal data or your choice and rights, please contact us using our contact us form

UPDATES TO THE PRIVACY NOTICE

We may change this Notice from time to time to reflect changes in our practices or relevant laws. Any changes are effective when we publish the updated Notice on the Platform. We will provide you with disclosures and alerts regarding the Notice or Personal Data collected by posting them on our website and by contacting you through the Platform and email address of your Account.

General Terms & Conditions

Version [1.0]

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1. Who we are and how to contact us

1.1 Our Website offers a powerful marketplace for businesses to buy and sell diamonds. These are the general terms of use of our Website (including the platform available on or through it). These terms apply to all users of the Website.

1.3 If you have any questions about these terms, or about our Website more generally, please contact us. To contact us, please use the form on our Website.

2. By using our website you accept these terms

2.1 By visiting or using our Website, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use our Website.

2.2 The term “you” or “your” refers to any user or viewer of the Website.

3. There are other terms that apply

3.1 These terms incorporate by reference the following additional terms, which also apply to your use of our Website:

3.1.1 our Privacy Policy, described further under “How we may use your personal information” below; and

3.1.2 our AML Policy, which sets out our anti-money laundering policies and procedures. Use of our Website is conditional upon agreement to and compliance with our AML Policy.

3.2 If you purchase or supply goods or services from or through our Website, our Terms and Conditions of Supply and/or Purchase (as applicable) will apply to such purchase or supply.

3.3 In the event of any conflict or inconsistency between any of the provisions described in these terms of use and any of the other policies/terms and conditions, the relevant policy/terms and conditions listed first in the following list will prevail:

3.3.1 the Privacy Policy (insofar as it relates to personal data);

3.3.2 the AML Policy;

3.3.3 the Supply of Goods Terms and Conditions; and

3.3.4 these general terms.

4. We may make changes to these terms

4.1 We may amend these terms from time to time. The most recently published version of these terms will apply each time you access or use the Website. Every time you wish to use our Website, please check for any changes to these terms.

5. We may make changes to our website

5.1 We may update and change our Website from time to time to reflect changes to our online marketplace, products, our users' needs and our business. We will try to give you reasonable notice of any major changes.

6. We may suspend or withdraw our website

6.1 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any significant suspension or withdrawal.

6.2 You are responsible for ensuring that all persons who access our Website through your internet connection, or who are otherwise employed or engaged by you to use the Website, are aware of these terms and all other applicable terms and conditions, and that they comply with them.

6.3 We will not be held liable for the unavailability of the Website or any of our services, including but not limited to any loss of revenue resulting from the unavailability or inability to use our Website or services.

7. Your account

7.1 To make use of our Website and services you are required to register for an account on the Website. You must provide accurate and complete information and keep your account information updated.

7.2 We reserve the sole right to reject any application for access to its products or services without any obligation to provide justification. Furthermore, we may, at any time during the customer lifecycle including during or after onboarding deny, suspend, or terminate access to its platform or services. This includes, but is not limited to, situations where a customer fails to satisfy internal requirements, does not successfully complete Know Your Customer (KYC),

Know Your Business (KYB), or other due diligence procedures, or where we determine that granting or continuing access could expose the company to legal, regulatory, reputational, financial, or operational risks.

7.3 Compliance in full with our AML Policy and the KYC procedures set out therein must be completed before any supply or purchase can be processed. We may at any time and in our sole discretion suspend or withdraw the right of anyone to access or use the Website if we consider the AML Policy or the KYC procedures to have been abused or to be inadequate for any particular purpose or while we request further or replacement KYC/AML information. For further information, please see our AML Policy.

7.4 Access to the Website is only meant for the entity who has registered it/her/himself with the Website and for whom a username and password has been given. The login details are not to be shared even temporarily with any third party. You may never use another person's user account or registration information without our permission. We may close your account and deny you access to our services effective immediately unilaterally, you will be given notice when your account has been closed.

7.5 By using and creating an account on our Website you confirm that you have full capacity and authority to agree to these terms and that you are acting in your capacity as a sole trader engaged in, or on behalf of a company or firm which is engaged in (as applicable), a bona fide and legitimate business in the jewellery trade.

7.6 If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

7.7 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

7.8 You are fully responsible for any purchase or other activity that occurs on your account, even if that activity is (or is alleged to be) carried out by an unauthorised third party. You are fully responsible for keeping your account details secure and the Company is not responsible for any consequences arising from unauthorised use of the account. We advise you to change your password regularly. You will notify us immediately in case of unauthorised activity on your account. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by sending a request on the contact form of our Website.

8. How you may use material on our website

8.1 We are the owner or the licensee of all intellectual property rights in and to our Website, and in and to the material published on it. Those works are protected by copyright laws and treaties around the world as well as various other intellectual property rights. All such rights are reserved.

8.2 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

8.3 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

8.4 You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors. Unauthorised use of data or content downloaded from the Website for any commercial purposes, or passing the information contained in the website to third parties, is strictly forbidden and may lead to legal action. Users may NOT republish, scrape, reproduce, re-distribute or copy any of the content on this Website. It is particularly forbidden to link or embed any information on this Website to any platform or similar technology or sales channel without written approval from the Company. You must not attempt to reverse engineer or derive any source code or algorithms of our Website.

8.5 If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Do not rely on information on this website

9.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

9.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date (including information relating to available stock listed on our Website). We do not guarantee any minimum stock availability.

9.3 All products and services listed on our Website are invitations to treat and not offers. An offer is made by you when you request a product or service and a contract is formed when that offer is accepted by us in accordance with our terms of supply and purchase from time to time.

10. We are not responsible for websites we link to

10.1 Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval or endorsement by us of those linked websites or information you may obtain from them.

10.2 We have no control over the contents of those websites or resources.

11. Our responsibility for loss or damage suffered by you

11.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

11.2 Our liability may further be limited in relation to the supply of goods via the marketplace on the Website as indicated in our Supply of Goods Terms and Conditions.

11.3 No warranties, conditions, representations or other promises of any kind are made in relation to our Website or any product or service listed on our Website unless expressly stated otherwise in writing. All implied terms (whether by statute or under common law) are accordingly, to the extent permitted by law, excluded and disapplied.

11.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

11.4.1 use of, or inability to use, our Website; or

11.4.2 use of or reliance on any content displayed on our Website.

11.5 We will under no circumstances be liable for:

11.5.1 loss of profits, sales, business, or revenue;

11.5.2 business interruption;

11.5.3 loss of anticipated savings;

11.5.4 loss of business opportunity, goodwill or reputation; or

11.5.5 any other indirect or consequential loss or damage.

12. How we may use your personal information

12.1 We will use your personal information as set out in our Privacy Policy, the terms of which are expressly incorporated herein by reference. By using our Website, you agree to the terms and conditions of our Privacy Policy from time to time.

13. We are not responsible for viruses and you must not introduce them

13.1 We do not guarantee that our Website will be secure or free from bugs, vulnerabilities or viruses.

13.2 You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

13.3 You must not misuse our Website by knowingly introducing viruses, trojans, vulnerabilities, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial of service attack or a distributed denial of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

14. Rules about linking to our website and links provided on our website

14.1 You may link to a web page that is publicly accessible (i.e. does not require a login), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

14.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.3 You must not establish a link to our Website in any website that is not owned by you.

14.4 Our Website must not be framed on any other website.

14.5 We reserve the right to withdraw linking permission without notice.

14.6 If you wish to link to or make any use of content on our Website other than that set out above, please contact us by sending a message on the contact page of our Website.

14.7 This Website provides links to third party websites, including but not limited to GIA certificates, images and videos of goods. You acknowledge and agree that we are not responsible for the content and or availability of such external websites or resources.

15. Which country's laws apply to any disputes?

Any dispute arising from transactions involving goods sold or delivered by any individual or company shall be resolved exclusively by arbitration in New York City under its rules. You agree to our selected arbitrators jurisdiction, to be personally bound by any award, and waive any forum objections. This clause survives termination.