

FRAMEWORK PAYMENT TERMS AND CONDITIONS

1. MONEY TRANSFER SERVICE

These terms and conditions govern the money transfer services provided to you by Real Brasil Services Sarl t/a RB Express with registered office at 49 Rue De Lausanne, Geneva - Switzerland, Swiss Company number: CH-660.2.808.007-8 (referred to as the "Firm")

1.1 Our head office address is at 49 Rue De Lausanne, Geneva - Switzerland, telephone number +41 22 732 0422 and emails: atendimento@realbrasil.ch

1.2 We are regulated and authorized by SRO PolyReg to act as financial intermediary in the sense of Article 2, paragraph 3 of Money Laundering Act.

1.3 For simplicity we will refer to ourselves and our branches and agents as "the Firm" or "we/our/us".

1.4 We operate a money transmission service which you will use to send and to receive money transfers. You may call the number listed above or check our websites at www.realbrasil.ch , www.realbrasilapp.ch , (the "Websites") for the address and business hours of nearby locations. The main characteristics of the payment services which we may provide to you are as follows:

- **Retail money remittance service: a money transfer service for a sending customer where a remittance payment is made to a named receiving customer, normally in another country (money may be received in cash or in a bank account);**

1.5 Money transfers will normally be paid out in cash, but some payment service providers in the receiving location will pay by cheque or a combination of cash and cheque. All payments are subject to availability, the payee showing documentary evidence of their identity and providing all details about the money transfer required by us as set out in these Terms and Conditions and including, without limitation, the name of the payer, country of origin, name of the payee, the payment amount, transaction control identification number and any other conditions or requirements which we consider necessary or applicable at the payee payment location. They may, in addition, be obtained by contacting us using the contact details set out in clause 1 of these Terms and Conditions or by checking our Website.

1.6 We are agreeing to provide you with a money transfer service. We do not accept any responsibility for any goods or services which may be paid for by a money transfer (or any taxes, charges or duties payable thereon). You are cautioned against sending money to any

person you do not know. You bear the risk of your intended payee failing to pick up the payment after it has been transferred to the correct destination.

2. COMMUNICATIONS

2.1 We may accept your instructions even if they are not given in conventional written paper form such as by letter or on cheques. This would cover any form of electronic or telephonic communication, including those not currently available. It applies to all present and any future business with you but does not imply that we can or do currently actually accept all types of electronic communications: we will tell you what types we will accept.

2.2 Note that there may be no signature, security or password protection for email, phone, fax and other future forms of electronic communication. You should bear this in mind if you decide to permit us to accept those types of instruction. If we do decide to accept any type or types of electronic communication from you, we advise:

- against using analogue mobile or cordless phones to contact us as they can sometimes be intercepted or overheard;**
- you to be careful not to let other people see your details if you are online in a public place; and**
- against using email for sending us confidential information.**

2.3 Where we agree to accept instructions in a particular format (including in electronic format), we will not be able to act on the instructions unless they are legible and clear.

2.4 We may decline to act on any communication, even if we have told you we will in general accept that type of instruction. We may do this in particular if we consider that there is doubt about the validity of the communication and it is in our or your interest to query it with you. However, we are not obliged to check or consider the validity of your communications unless we have previously agreed a system of validation with you. Subject to any legal or regulatory requirements which may apply, we are authorised to act upon any instruction, agreement or arrangement without enquiring about its purpose, or the circumstances in which it is given, or about the disposition of any proceeds.

2.5 If we come to believe that you may not have properly authorised a communication, we may, after making reasonable efforts to check whether it was authorised, refuse to act on the instruction and take steps to reverse any action already taken on it.

2.6 Without prejudice to clause 6 of these Terms and Conditions, we may act without further enquiry on any electronic communication which we reasonably believe you have given us

- 2.7 You must follow any security procedures we specify. We may also require you to sign a separate agreement before you can use some types of electronic communication to send us instructions and to access some kinds of services by electronic communication.**
- 2.8 We may insist that you confirm any electronic communication in conventional written form by the next business day. We need not wait for confirmation before acting on the instruction. For the purposes of these Terms and Conditions, "business day" means any day on which we are open for business (other than a Saturday or Sunday or a public holiday) as required for the execution of a payment transaction.**
- 2.9 We can communicate with you by telephone and email or any other form of electronic communication by which you have chosen to be able to give us instructions.**
- 2.10 The language of these Terms and Conditions shall be English and all information provided, made available and notified to you shall be in English.**
- 2.11 We will provide you with a further copy of these Terms and Conditions upon request.**
- 2.12 After we receive a payment instruction from you as payer, we shall provide the following information in accordance with the provisions of clause 2.14:**
- a reference enabling you to identify the payment transaction and, where appropriate, information relating to the payee;**
 - the amount of the payment transaction in the currency used for the payment instruction;**
 - the amount of the charges and transfer fees for the payment transaction payable by you (with a breakdown of such amounts where applicable);**
 - where applicable, the exchange rate used in the payment transaction by us and the amount of the payment transaction after that currency conversion; and**
 - the date of receipt by us of your payment instruction.**
- 2.13 After the execution of a payment transaction, we shall provide, if you are the payee, the following information in accordance with the provisions of clause 2.14:**
- a reference enabling you to identify the payment transaction and the payer, and any information transferred with the payment transaction;**
 - the amount of the payment transaction in the currency in which the funds are at your disposal;**

- **the amount of the charges and transfer fees for the payment transaction payable by you (with a breakdown of such amounts where applicable);**
- **where applicable, the exchange rate used in the payment transaction by us, and the amount of the payment transaction before that currency conversion; and**
- **the credit value date.**

2.14 We will provide you with the information specified in clauses 2.12 and 2.13, free of charge, at least once a month. You will examine the confirmations and communications which we send to you within a reasonable time after receiving them and will promptly advise us without undue delay of any apparent mistake or discrepancy. Delay in notification may make correcting any error difficult.

2.15 If you prefer paperless communications with us, we may communicate and make available all relevant transaction information with you (including the information specified in clauses 2.12 and 2.13) through an internet money transmission service (if any) accessible via our Website. To access the internet money transmission service, you will need a computer with an internet connection as well as a working email address. Where you are the payer, we will always ask you to expressly agree to receiving information in this way.

2.16 If you require information on an individual payment transaction before sending us an instruction, please contact us using the contact details set out in clause 1 of these Terms and Conditions or via our Website.

2.17 We will contact you by telephone and email if there are suspected or actual fraud or security threats relating to the services, we provide to you.

3. RELATIONSHIP

3.1 We will use reasonable care and skill in providing money transmission services to you, but you should bear in mind that your payments do not carry the benefit of any interest and that our service does not have the benefit of any government-backed insurance, guarantee or compensation scheme (for example, no compensation is available from the Financial Services Compensation Scheme if we are unable to meet our liabilities) and the relationship of the Firm with you is not that of a bank or trustee.

3.2 You must not give out security details, such as any password or PIN, to anyone and you must not write these down in any recognisable form. You must notify us without undue delay in writing or by telephone using the contact details set out in clause 1 of these Terms and Conditions or via our Website on becoming aware that someone else knows your password, PIN or other security information or that any of these have been lost, stolen or misappropriated, and we will take immediate steps to try to prevent these from being used.

3.3 You agree to assist us in the discharge of our anti-money laundering, security validation and verification responsibilities by providing such information and evidence which we may request from time to time in this regard. You agree to notify us promptly of any changes in the details you have supplied to us. In addition, we may, in our sole discretion, require other documents to be supplied to us at any time during our relationship with you in order to fulfil our legal and regulatory obligations.

3.4 You represent and warrant that:

- you are over 18 years old**
- the information and details you supply to us are true, accurate and complete**
- your money transfer instructions to us and your use of your chosen form of payment instrument for payment to us will not breach any applicable agreement, law or regulation,**

and you agree to compensate us for any loss we suffer as a result of the above representations being untrue or incorrect.

3.5 We may use information about you and your individual representatives to discharge the responsibilities referred to in clauses 3.3, 5.10, 5.13 and 5.14 to provide our services and to manage our relationship with you. We may disclose this information to payers, payees and intermediaries in the course of providing our services or as required by Regulation EC 2015/847 on information on the payer accompanying transfers of funds; persons with whom we share information for anti-money-laundering, security verification or validation purposes; regulatory and prosecuting authorities; service providers acting on our behalf.

This may involve transfer of information to countries which do not have data protection laws as strict as those in the Switzerland. If you wish to access or correct the information that we hold about you, please contact our Compliance Department at 49, Rue De Lausanne, Geneva 1201 - Switzerland.

4. FEES, CHARGES AND EXCHANGE RATES

4.1 Our charges brochure sets out how, when and what we charge for the services we provide. These details are also displayed prominently at our premises and those of our branches and agents or on our Website or may be obtained by contacting us using the contact details set out in clause 1 of these Terms and Conditions. You agree to pay our fees and charges for each payment transaction and in the circumstances set out in further detail in charges brochure.

4.2 If you are the recipient or payee of an international payment we may deduct our charges and transfer fees for each such payment from the money transferred before making it available to you. If we deduct any charges under this clause 4.2, we will give you details in

the information which we regularly provide to you (using the means agreed with us by which you wish to be notified) of the full amount of the money we receive and of the charges which we are deducting for receiving the money, before making the money available to you.

4.3 We may change any of our charges at any time. We will tell you (in accordance with clause 7.5 of these Terms and Conditions) at least 2 months before the change to the charge takes effect. Please see clause 7 of these Terms and Conditions which explains in more detail the procedures for changes to our contract terms.

4.4 Applicable exchange rates for payment transactions are set out on our Website, displayed prominently at our premises and those of our branches and agents or may be obtained by contacting us using the contact details set out in clause 1 of these Terms and Conditions. Payment transactions will be executed, unless otherwise agreed, in the currency of the destination country (but please note that in some countries payment is only available in U.S. dollars or another alternate currency). Currency will usually be converted from the currency you provide to us at the time of transfer and the payee will receive the relevant foreign currency amount. For transfers to certain countries, the currency may be converted at the time the payee receives the transfer, in which case the payment amount may be subject to exchange rate fluctuations between the time of transfer and the time the payee collects the payment amount. Our exchange rate may be less favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between our exchange rates offered to you and the exchange rates received by us will be kept by us, in addition to our transfer fees and other charges.

If you wish to transmit payments to countries that provide payment in multiple currencies, you must select the currency of the payment at the time you consent to the payment transfer. The transfer fees and charges and the money we make when changing your funds into foreign currency may vary based upon the payment currency that you select. Some payment service providers in foreign locations may offer payees the choice to receive funds in a currency which differs from the one that you select as payer. In such instances, we may make additional money when your funds are converted into the currency selected by the payee.

4.5 Our exchange rates are variable exchange rates which change constantly throughout the day. You can contact us to find out the exchange rate at a particular time using the contact details in clause 1 of these Terms and Conditions.

4.6 For more information about cash pick-up options, please, contact us using the contact details set out in clause 1.

5. PAYMENT TRANSACTIONS

- 5.1 In order for a payment instruction from you to be properly executed, you must provide us with the information or unique identifier which is necessary for the proper execution of the payment instruction. If this is incorrect, it could result in the payment transaction being delayed or the monies transferred being lost. The information could comprise the payee's bank sort code and account number or, where applicable, the payee's SWIFT number, BIC number and IBAN number.**
- 5.2 You must give consent before the execution of each payment transaction by giving us payment instructions in a signed and completed order form substantially in the form set out on the reverse of these Terms and Conditions which is available at our premises and those of our branches and agents or from our Website or by contacting us using the contact details set out in clause 1 of these Terms and Conditions, by email, letter or facsimile transmission, in each case correctly addressed to us, or by handing it to us at our premises.**
- 5.3 We shall have the right to stop the use of any personalised set of procedures agreed between you and us, which are used by you in order to initiate payment instructions to us, in order to comply with our legal obligations, or on reasonable grounds relating to:**
- the security of such security features; or**
 - the suspected unauthorised or fraudulent use of such security features.**
- 5.4 We will tell you by telephone and email before we stop the use of any personalised set of procedures, or as soon as possible afterwards if we are unable to notify you in advance, unless it would be unlawful or compromise our reasonable security measures to do so. Where possible, we will also tell you the reasons why.**
- 5.5 We will execute payment instructions so that the amount to be transferred reaches the payee's payment service provider by:**
- the end of the next business day after we received your instruction for CHF payment transactions to a payee in Switzerland;**
 - the end of the next business day after we received your instruction for all Euro payment transactions to a payee in the EEA; or**

- **the end of the fourth business day after we received your instruction for all payment transactions in EEA currencies (other than Euro) to a payee in the EEA.**

For details of the execution times for payments to be made to a payee's payment service provider outside of the EEA or payments in currencies other than EEA currencies, please contact us using the contact details set out in clause 1 of these Terms and Conditions or via our Website.

- 5.6 We must receive payment instructions before the cut-off time specified in our charges brochure or obtained by contacting us using the contact details set out in clause 1 of these Terms and Conditions or on our Website or we will deem the instruction to have been received on the next business day. Instructions received on days which are not business days for us will also be deemed to have been received on the next business day.**
- 5.7 Once we receive your payment instruction, you cannot revoke it unless you inform us in writing that you withdraw your consent no later than the end of the business day before the agreed day of execution of the instruction.**
- 5.8 Where we receive a payment instruction from you for execution on a specific day, you agree that the time of receipt is deemed to be that specific day on which we are to execute the payment instruction.**
- 5.9 It is your responsibility to ensure that the monies you pay to us are sufficient to make each and every payment transaction which you authorise us to make. We will not make any money transfer instructed by you unless you have paid to us sufficient funds first. When we accept a cheque, credit or debit card or other non-cash form of payment from you we make no promise to make payment of any relevant money transfer if your form of payment is "uncollectable", nor do we assume any liability for damages resulting from non-payment of the money because of uncollectability.**
- 5.10 Applicable laws prohibit money transmitters from conducting business with certain individuals and countries. In order to comply, we are required to screen all transfers against the list of names provided by various governments and/or government agencies. If a potential match is found, we will suspend the transfer and request additional information on either the payer or the payee, as necessary. Upon satisfactory review, the payment transfer will be released for collection.**
- 5.11 We have the right to refuse to accept a payment instruction or payment and to refuse to execute any payment transaction for any of the following reasons:**
- **if any condition in these Terms and Conditions has not been satisfied; or**
 - **if execution would be unlawful.**

5.12 If any payment instruction is declined, you may contact us using the contact details set out in clause 1 of these Terms and Conditions or via our Website. If we have declined the payment instruction we will, where reasonably possible (and where we are not prevented from so doing by law or regulation) tell you why the payment instruction was declined at the earliest opportunity and in any event within the relevant time period specified in clause 5.5 of these Terms and Conditions. If the reason for our declining the payment instruction was based on incorrect information, we will agree with you what needs to be done to correct that information.

5.13 You agree that we may retain monies received by us for your benefit until our security validation, verification and anti-money laundering procedures have been completed before you may withdraw them or instruct us to transfer them. Our Website sets out a list of purposes for money transfers which you are prohibited from transacting, transmitting or receiving (including, without limitation, the purchase of drugs and weapons and, in certain countries, gambling activities). You agree that you will not transact, transmit or receive payment transfers for or in connection with any criminal or illegal purpose whatsoever. We may report any suspicious activity relating to your transactions to the relevant authorities.

5.14 Additional security questions may be required for certain payment transactions (regardless of the payment amount) and, in addition, the payee may be required to provide documentary evidence of their identity. Further information regarding the use of security questions for the destinations of your payment transfers is available on our Website or by contacting us using the contact details set out in clause 1 of these Terms and Conditions.

5.15 You may not be protected against reversals of money transfers in respect of which you are the payee where the reversal is due to the use of a stolen or unauthorised payment instrument or means of authentication by the payer. Once a payee has received a payment sent by us in accordance with your instructions as payer, that payment cannot normally be reversed.

6. LIABILITY AND REFUNDS

6.1 The extent of your liability as payer for any losses you incur in respect of an unauthorised payment transaction:

- arising from the use of lost or stolen, or from the misappropriation of, personalised security features or procedures agreed between us and you for your use in order to give us payment instructions, including (without limitation) an unauthorised payment transaction through any electronic communication or a misappropriation of the security features of our electronic communications service, is a maximum of Fr.35. Subject to clause 6.1.2 we won't hold you responsible up to Fr.35 where: (i) the loss or theft of the personalised security features or procedures agreed between us and you was not detectable by you prior to the payment**

transaction; or (ii) the loss was caused by the acts or omissions of our employees, agent or branch, or an entity which carried out activities on our behalf, or

- **where you have acted fraudulently or have with intent or gross negligence failed to: (i) take all reasonable steps to keep safe any of the personalised security features or procedures agreed between us and you for your use in order to give us payment instructions, including (without limitation) an unauthorised payment transaction through any electronic communication or a misappropriation of the security features of our electronic communications service, (ii) use such features and procedures in accordance with the terms and conditions governing their issue and use, or (iii) notify us in writing or by telephone using the contact details set out in clause 1 of these Terms and Conditions or via our Website and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of such security features or procedures, is the full amount of those losses.**

6.2 Except where you have acted fraudulently, you will not be liable for any losses resulting from an unauthorised payment transaction: (i) after you have notified us of the loss, theft, misappropriation or unauthorised use of your security features or procedures in accordance with clause 6.1.2 of these Terms and Conditions; (ii) if we have not given you an appropriate means to notify us in accordance with clause 6.1.2; or (iii) if the security features or procedures have been used in connection with certain types of distance contract.

6.3 You may be entitled to redress for an unauthorised or incorrectly executed payment transaction only if you notify us in writing or by telephone using the contact details set out in clause 1 of these Terms and Conditions without undue delay on becoming aware of any unauthorised or incorrectly executed payment transaction, and in any event no later than 13 months after the debit date. Such redress may include, in relation to an unauthorised executed payment transaction, us refunding the amount of the unauthorised payment transaction to you as payer.

6.4 Where you initiate a payment instruction as payer, we are responsible to you for the correct execution of the payment transaction unless the payee's payment service provider received the amount of the payment transaction in accordance with the payment instruction execution times set out in clause 5.5 of these Terms and Conditions. You may request that we make immediate efforts to trace the payment transaction and notify you of the outcome.

6.5 Where we are liable to you as payer under clause 6.4 of these Terms and Conditions for a non-executed or defective payment transaction, we may without undue delay refund to you the amount of the transaction. If you ask us to make a payment and the payee's payment service provider receives it later than set out in clause 5.5 of these Terms and Conditions, you can ask us and we will contact the payee's payment service provider and ask them to

correct the amount of interest and charges on the recipient's payment account (if applicable) so that it is as if the payment was received on time.

6.6 Where you are the intended payee of a payment instruction initiated by a third party payer, and the payer's payment service provider can prove that we received the amount of the payment transaction in accordance with the payment instruction execution times set out in clause 5.5, we are liable to you for the correct execution of the payment transaction and shall immediately make available the amount of the payment transaction to you as payee.

6.7 If we are in breach of contract or otherwise negligent and we might reasonably have expected your loss to result directly from our breach or negligence, we are in any case liable to you.

6.8 We will not be liable for any losses not directly associated with any incident that may cause you to make a claim against us, nor are we liable for loss of profits, loss of business, loss of goodwill or any form of special damages whatsoever and howsoever arising and whether such liability was reasonably foreseeable or not and whether or not we have been advised of the possibility of such loss being incurred.

6.9 Nothing in clauses 6.7 and 6.8 of these Terms and Conditions excludes our liability for fraudulent misrepresentation by ourselves, our employees or agents or our liability for death or personal injury caused by our negligence or the negligence of our employees or agents.

6.10 Notwithstanding anything to the contrary in these Terms and Conditions, we shall not be liable to you or be obliged to perform our obligations under these Terms and Conditions if we are prevented, hindered or delayed from or in performing any of our obligations under these Terms and Conditions due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services).

6.11 You acknowledge that our Website is subject to periodic maintenance and testing and that you may not be able to access it from time to time as a result. We are not responsible for any loss you may suffer as a result of your being unable to access our Website at any time.

6.12 You must send us all relevant supporting documentation in relation to any claim you make for a refund or compensation.

7. MODIFICATIONS TO TERMS AND CONDITIONS; TERMINATION

7.1 We may change any provision of these Terms and Conditions.

- 7.2 We will notify you in writing at least 2 months before we make any change to these Terms and Conditions. You will be deemed to have accepted any such change if you do not notify us to the contrary before the date on which any such change comes into effect. However, if you choose not to accept any such change, you may give notice to us that you do not accept such change and you may terminate our agreement at any time, free of charge, before any change comes into effect.**
- 7.3 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes.**
- 7.4 If we agree to fix any condition for a certain time, we will not change it during that time.**
- 7.5 When we tell you about a change we will do so by letter, email, text or messages or in any other way which is sent to you individually or will do so in a way that we reasonably believe is likely to come to your attention and which satisfies legal and other regulatory requirements.**
- 7.6 Our agreement under these Terms and Conditions will continue until terminated in accordance with this clause 7.**
- 7.7 You may terminate our agreement under these Terms and Conditions by giving us at least 1 month's written notice. We shall not charge you for the termination of our agreement under these Terms and Conditions after the expiry of 6 months from its commencement.**
- 7.8 We may terminate our agreement under these Terms and Conditions by giving you at least 2 months' written notice. Such termination will not release you from any liability in respect of any sums owing to us or from any previous liability for any act performed by us in accordance with instructions received from you.**
- 8. GENERAL**
- 8.1 Termination of our agreement under these Terms and Conditions does not affect your or our accrued rights and obligations at the date of termination.**
- 8.2 A failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms and Conditions or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.**
- 8.3 In case any provision in or obligation under these Terms and Conditions shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.**

8.4 You may not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under these Terms and Conditions.

8.5 Neither these Terms and Conditions nor any transaction carried out under them shall confer contractual or other rights on, or be enforceable against us by, any party other than you.

9. GOVERNING LAW AND JURISDICTION; REDRESS

9.1 These Terms and Conditions and our agreement under these Terms and Conditions and all matters arising from or connected with these Terms and Conditions and our agreement are governed by Swiss law.

9.2 The courts of Switzerland have exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions and our agreement under these Terms and Conditions (including a dispute regarding their existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with them) or the consequences of their nullity. You may also be eligible for redress for any dispute and matter arising out of or in connection with these Terms and Conditions through the dispute resolution mechanism provided by the Financial Ombudsman Service (please see below for further details).

10. HELP AND INFORMATION; COMPLAINTS

10.1 If you have any queries or require a copy of these Terms and Conditions (or any document comprised in them), please contact us using the contact details in clause 1 of these Terms and Conditions.

10.2 We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. However, if you are unhappy and would like to make a complaint, please refer to our Complaints Policy for details of our internal process for dealing with complaints promptly and fairly. Our Complaints Policy is available on our Website or by contacting our customer service team using the contact details in clause 1 of these Terms and Conditions

10.3 We will then investigate the matter and try to reach a satisfactory conclusion. Complaints may be recorded and monitored for our internal use; we may submit an anonymised summary of complaints made to us during a particular period of time to our regulator. If you are not happy with our final response or, where you are eligible to refer your complaint to the Swiss Banking Ombudsman, if we have not concluded our investigation in accordance with the timescales required by law, you may be able to refer your complaint to The Swiss Banking Ombudsman, Bahnhofplatz 9, PO Box, CH-8021 Zurich, Switzerland [Swiss Banking Ombudsman »](#)

10.4 You may also be able to submit a claim through the European Online Dispute Resolution Platform (available at <http://ec.europa.eu/consumers/odr/>).

REAL BRASIL SERVICES SARL

INTERNAL GUIDELINES 2021

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1. General

1.1 Background

Organised crime today represents one of the great dangers for the economy and society. For the Office of the Public Prosecutor of the Confederation, the last few years have been marked by important and complex cases in the field of international economic crime, more specifically by proceedings in the field of terrorism, money laundering and corruption. Through their criminal activity (trafficking in drugs, weapons, organs, art objects, precious materials, trade in human beings, blackmail on the "net", etc.), criminal organisations have access to huge sums of money. These sums of money are largely unusable for them as long as their criminal origin can still be proven. Only when the funds are "laundered" can they pass safely through the legal economic circuit.

The 3 stages of laundering are: a criminal offence beforehand, a sum of money generated by this criminal activity, which is ultimately introduced into the legal economic circuit as for example a "Money Transfer".

The Swiss legislator has therefore committed itself to the fight against money laundering and terrorist financing and has created criminal offences in this sense, see the "money laundering" (Art. 305bis of the Swiss Criminal Code) and "failure to exercise due diligence in respect of financial transactions" (Art. 305ter of the Swiss Criminal Code). Later, the regulation of the criminal offences of "criminal organisation" (Art. 260ter of the Swiss Criminal Code) and terrorist financing (Art. 260quinquies of the Swiss Criminal Code) was extended. (see Art. 3 of the PolyReg regulations). Parallel to these provisions of the Swiss Criminal Code (SCC), the Federal Act on Combating Money Laundering and Terrorism in the Financial Sector (AMLA) of 1997 aims to prevent as far as possible funds of criminal origin from entering the ordinary monetary circuit and financing terrorism.

For this reason, various duties of due diligence have been introduced for persons working in the financial services sector (see below under point 2). Compliance with these duties of due diligence is also in the interests of our company, so that we can show at all times that we comply with the criminal laws and thus make our contribution to the fight against money laundering and terrorist financing.

As a self-regulatory organisation recognised by the Control Authority, PolyReg has issued a regulation in accordance with Art. 25 AMLA which is regarded as a binding provision for our company (Appendix 1).

It is generally recognised that companies which offer services "Money Transfer" are the subject of particular attention by the supervisory authorities.

1.2 Objectives

All employees (hereinafter referred to as "employees") of REAL BRASIL SERVICES SARL (hereinafter referred to as "REAL BRASIL") are expressly requested to fulfil these duties of care to the best of their knowledge and belief, insofar as they are engaged in an activity subject to the AML (power of disposal of assets belonging to third parties in

accordance with Art. 2 Para. 3 AMLA or the fulfilment of obligations in accordance with Art. 3 to 10a AMLA).

These guidelines are intended to provide employees with guidance on the measures necessary for the application of the AMLA. They do not, however, relieve employees of the obligation to exercise due care and common sense.

1.3 REAL BRASIL SERVICES SARL as a financial intermediary (FI)

à In accordance with the general clause of Art. 2 Para. 3 AMLA, financial intermediaries are also persons who, in a professional capacity, accept, hold in safekeeping or assist to invest or transfer assets belonging to third parties. REAL BRASIL offers customers the following financial intermediary activities :

- (1) "Money-Transfer" services (transfer of funds and assets within the meaning of Art. 3 of the POLYREG Regulations): Through REAL BRASIL's own offices, private individuals or corporate customers can have money transferred abroad by REAL BRASIL. This can also take place within the framework of so-called forward contracts, in which the customer buys or sells a specific amount of money in the desired currency on a specific date in the future.

The customer's transfer order can be executed by REAL BRASIL in various ways: the customer can come to REAL BRASIL, carry out the transfer at the Post Office or the Bank, or a REAL BRASIL employee will collect the money to be transferred from the location desired by the customer on the customer's instructions. See the transfer order; (appendix 2).

In the course of the project: "Remittance".

(In addition, REAL BRASIL also provides, through its own offices, money transferred to recipients in Switzerland for "Remittance". These are funds that are received by a representative of the REAL BRASIL network in compliance with the money laundering and compliance regulations applicable to him and brought to Switzerland for remittance).

- (2) Foreign exchange transactions in the REAL BRASIL's offices

REAL BRASIL is a MoneyTransfer company and not a pure exchange company. Pure exchange transactions are carried out by REAL BRASIL on an exceptional basis. The pure foreign exchange operation tends to meet a need, at a particular moment, which is similar to an exceptional service.

1.4 Documentation in case of financial intermediary activity

Insofar as REAL BRASIL is active as a financial intermediary, it is necessary to proceed in accordance with the guidelines mentioned below for the documentation.

In order to comply with the duties of due diligence set out in Sections 3 and 4, the steps mentioned therein must be carefully and completely documented in the MLA file (using the documents, forms, data entry masks etc. mentioned in Sections 3 and 4). For the MLA file in detail: see Section 3.5 (Money Transfer) and Section 4.5 (Foreign Exchange).

2. Overview of the obligations under the AML

- Verification of the identity of the contracting partner (Art. 3 AMLA, Art. 7-17 of the PolyReg Regulations) ;
- Identification of the beneficial owner (Art. 4 AMLA, Art. 18-25bis Regulations) ;
- Renewal of the verification of the identity of the contracting partner or the identification of the beneficial owner (Art. 5 AMLA, Art. 26 Regulations);
- Special duties of clarification (Art. 6 MLA, Art. 31 to 36 AMLA Regulations);
- Duty to draw up and retain documents (Art. 7 AMLA, Art. 37 AMLA);
- Organisational measures (Art. 8 AMLA, Art. 40-41 of the regulations);
- Reporting obligation (Art. 9 AMLA) and freezing of assets (Art. 10 AMLA Art. 42-46 of the regulations).

3. The detailed duties of due diligence in the case of "Money Transfer"

3.1 Verification of the identity of the contracting partner (Art. 3 AMLA/Articles 7 to 17 of the PolyReg regulations)

The identity of the contracting partner must be verified with each Money Transfer transaction (regardless of the transaction amount) in accordance with the following explanations (Sections 3.1.1 to 3.1.4).

3.1.1 Collection of data on the contracting partner

In order to enter the identification data of the contracting partner, the REAL BRASIL employee fills in the corresponding fields on the online computer according to the customer's instructions. The required details of the contracting partner are entered online in the order form. A form, "Customer Profile" is printed and filled in by the customer or employee and signed by the customer. (Appendix 3)

The order form is drawn up or completed, checked and signed by the respective customer advisor together with the customer. The order form is also subject to automatic checking by the REAL BRASIL IT system. Exceptional transactions (e.g. unusually high transfer amounts, high overall volumes) are then checked by the Compliance Officer.

For natural persons (individuals) and individual companies the following identification data must be collected (non-exhaustive list):

- (1) Names and for individual companies also the company name;
- (2) First names;
- (3) Home address of the natural person, and for individual companies, also the business address of the company;
- (4) Birth Date ;
- (5) Nationality ;
- (6) AProfessional activity and, for individual companies, the purpose of the business as well;

It is extremely rare that legal persons (public limited companies, limited liability companies, cooperatives, foundations, associations) or partnerships (collective companies ("...et Cie "), limited partnerships ("...et SC) wish to use the "Money Transfer" services of REAL BRASIL. In principle, however, after consultation with the REAL BRASIL Compliance Officer, they will also be accepted as customers. For companies, the following identification data must be collected (non-exhaustive list):

- (1) Company name;
- (2) Domicile address of the company;
- (3) Address of the registered office;
- (4) Persons authorised to sign and type of signature authorisation form K; (appendix 4);
- (5) Professional activities or object of the contracting partner of the company;

3.1.2 Identification document

The contracting partner must always be identified at the beginning of the business relationship on the basis of a supporting document (so-called identification document).

The copy of a customer identification document, which is required for each verification of the identity of a contracting partner, whether a natural or legal person or a partnership, is drawn up by the respective customer adviser, who immediately scans the identification document into the system. In the event of an unexpected electronic block, the transaction cannot be completed once the identification document is scanned and linked to the corresponding customer file. Then the customer advisor makes a copy or prints the scanned identification document and files the dated and initialled signed copy. The customer adviser is responsible for ensuring that the order form is fully completed and a copy signed by the customer. He is also responsible for ensuring that the copy of the identification document initialled by him is given to the customer.

The original documents (signed order form and initialled copy of the identification document) are sent once a month to the REAL BRASIL Compliance Officer, around the middle of the following month, and must be attached to the AML documents.

The following rules apply to the identification documents:

(1) Individuals and (owners of) individual companies

If the contracting partner is a natural person, his identity is verified by the customer advisor, who examines a valid official identity document (passport or identity card) from the competent authority of the home state, a Swiss driving licence or another identity document issued by a Swiss or foreign authority, with a photograph, the photocopy and files the photocopy with the date of identification, the mention "Original examined" or otherwise the stamp "Copy of original" as well as the signature of the person verifying the identity, and this document is filed in the file.

If the contracting partner is an individual company, in addition to the details of the natural person, the company name, the business address of the company and the purpose of the company must be documented. An identification document must be obtained for the company in accordance with the regulations under Section (2) below.

The original signed copy of the identification document with the signature of the customer advisor must be sent regularly to the REAL BRASIL Compliance Officer for checking and filing in the AML documents.

(2) Companies

The verification of the identity of companies is more complicated due to legal requirements, it may take a certain amount of time and thus lead to a delay in the execution of the order when a customer's first order is placed.

In the case of legal persons and companies with a Swiss registered office, the identity must be ascertained by the customer adviser on the basis of an extract from the commercial register or via ZEFIX (Central Index of Companies of the Swiss Confederation (www.zefix.ch)). The identity of Swiss legal entities not entered in the commercial register (associations, foundations) must be established by means of articles of association or an equivalent document, such as a private individual, notarised certification of the deed of foundation, the foundation contract or the latest certificate of the auditors as well as an authorisation from the commercial police. The identification document must not be more than 12 months old.

The identity of legal persons with registered offices abroad must be verified on the basis of an extract from the Commercial Register or an equivalent certificate from which the existence of the legal person or company can be inferred (e.g. "Certificate of Incorporation", "Certificate of Good Standing"). Original documents or a certified copy with an apostil must be requested, and a certificate from a Swiss embassy or consulate may also be accepted.

When the contracting partner is a legal entity engaged in an operational activity or a partnership, REAL BRASIL must identify the natural persons called controlling persons, who hold at least 25% of the capital or voting rights, or control the company in any other way. (Cascade search)

The identity document is photocopied and the photocopy is stamped with the date of the identity verification, the words "Original examined", the stamp "Copy of original" or "Certified copy" and the signature of the person verifying the identity, and this document must be filed as an original in the file.

The identification of the legal entity by a customer adviser may be waived if the company can provide proof of its listing on a Swiss or foreign stock exchange on the occasion of the first mandate. The customer adviser must draw up a memorandum for this purpose and file it in the AML file (cf. Section 1.4).

3.1.3 Verification of the contracting partner's powers vis-à-vis REAL BRASIL

In principle, at REAL BRASIL, only the contracting partner can use a "Money Transfer" service. Employees are prohibited from carrying out "Money Transfer" transactions for a contracting partner who does not present himself to the customer advisor.

Exceptions are made only for legal persons (public limited companies, limited liability companies, cooperatives, foundations, associations) and partnerships (collective companies ("... et Cie"), limited partnerships ("....and SC"). These may or must be represented. If the contracting partner is an authorised deputy (or a person authorised to sign or similar) of the customer, the following additional steps must be taken;

The power of procuration of the contracting partner with regard to the assistant must be ascertained by examining an appropriate document (e.g. power of procuration or an extract from the commercial register) and must be documented by making a copy of this document or, in the case of oral powers of procuration, by making a corresponding note for the file.

- (2) The identity of the representative must also be verified, as must that of the contracting partner: Copy of a personal identification document:

Copy of a personal identification document: see Section 3.1.2; and Entry of the authorised representative's identification data (see Section 3.1.1.).

3.1.4 Customer profile

In principle, a distinction must of course be made between individual transactions and several transactions of a customer that appear to be linked (so-called "linked transactions"), which reach or exceed the amount of CHF 5,000 (depending on the country or bank of the recipient of the sum to be transferred, this amount may be smaller) and those below this amount. However, at REAL BRASIL, in principle, all customers are recorded as regular customers, regardless of whether the customer arranges a transfer at REAL BRASIL for the first time or whether he or she repeatedly transfers money through REAL BRASIL. In all cases, the enhanced provisions in connection with so-called higher-risk business relationships and transactions (see Section 3.4.4) must also be taken into account.

As mentioned above, at REAL BRASIL all customers are recorded from the outset as regular customers (with customer profile). For a customer profile, at least the following information must be documented:

- (1) Financial situation of the contracting partner quantified using ranges (assets, monthly income, debts, etc.);
- (2) Business activities of the contracting partner;
- (3) Banking relations of the contracting partner if they are significant for the business relationship;
- (4) Amount, currency and origin of the assets contributed;
- (5) Description of the usual volume of transactions: This description must make it possible to distinguish in the course of the subsequent development of the business relationship, with the aid of the information indicated at the beginning of the business relationship, between usual and exceptional transactions. The usual transactions must therefore be described in detail by the customer when completing his profile. This description is done as follows:
 - Probable (maximum) amount of money to be transferred per transaction or per month; and/or
 - Likely frequency of transactions (number of transactions per month or year or usual date of the transfer (e.g. if the transfer takes place on the 25th of each month).
- (6) Purpose and reason for the business relationship or individual transfer (e.g. parent support, house building, etc.)

- (7) In the case of probably repeated transactions to the same beneficiary or recipient, also the name, first name and address of the recipient(s) including any banking relationship;**

The information according to Sections (1) - (7) must be collected each time a business relationship is opened. They are documented in the computer system by means of a Customer Profile Form completed and signed by the customer, see; Customer Profile Form. (Appendix 3).

3.1.5 Explanations regarding the customer contact (different types of Money Transfer and business model)

REAL BRASIL offers to its customers three different types of "Money Transfer" services:

(1) Directly to REAL BRASIL

Customers can make the transfer directly to REAL BRASIL. The identity of the customers is then checked according to points 3.1.1 to 3.1.4. In addition, a personal identification number is assigned to the customers.

(2) "Money Transfer" via Post Office or Bank

"Money Transfer" can also be made in the near future to the Post Office or a Bank. Customers must present themselves once for identification purposes at a REAL BRASIL branch. The identity of the customer is then checked in accordance with points 3.1.1 to 3.1.4. In addition, customers are given a personal identification number.

As soon as customers have received a personal identification number, they can initiate money transfers from REAL BRASIL via Post Office or Bank. At any post office counter or by bank transfer, the cash must first be transferred to REAL BRASIL's general business account. The postal or bank receipt and confirmation of the usual transfer via postal and bank transfer must then be faxed to REAL BRASIL or, alternatively, scanned and the scan sent. As soon as REAL BRASIL has compared and verified the signature on the confirmation of the regular transfer via postal and bank transfer with that of the system, the money is transferred by REAL BRASIL to the person(s) entered in accordance with Section 3.1.4, Section 7.

(3) "Money Transfer" by means of the receipt of the money at the customer's premises

Customers must present themselves once for identification purposes at a branch of REAL BRASIL. The identity of the customers is then checked in accordance with Sections 3.1.1 to 3.1.4. In addition, customers are given a personal identification number.

If necessary, a REAL BRASIL employee will collect the money to be transferred from the registered customer. The employee carries copies of the entries in the customer register with him or her or his or her computer with access to the system so that the customer's signature can be compared on the spot with the signature in the customer register. The handing over of the money to the REAL BRASIL employee and the identification of the beneficial owner is recorded on the usual transfer confirmation via postal and bank transfer or receipt of the money at the customer's premises. The REAL BRASIL employee then transfers the money to a REAL BRASIL branch.

The obligations in accordance with Section 3.1 must be fulfilled without exception for all customers the first time a customer appears at the customer adviser (REAL BRASIL branch). Before a transfer can be made by Post Office or Bank or before the money can be received by the customer, the customer must first visit the customer adviser so that the corresponding obligations according to Section 3.1 can be fulfilled.

(4) In the event of a repeat presentation of the customer

After the initial contact with the customer, the following rules apply to subsequent transactions in connection with the identity verification obligations (Section 3.1):

- a) **Re-presentation of the customer to the customer adviser:** The identity of the customer is verified on the basis of the customer's customer identification number and on presentation of an identification document. It is no longer necessary to copy the identification document. The corresponding transfer order is entered in the order form and the printed copy of this form is signed by the customer.
- b) **Receipt of the money during a visit by the customer adviser to the customer:** see explanation on (a) above.
- c) **Transfer by Post Office or Bank:** The customer transfers the money to be transferred by REAL BRASIL to a REAL BRASIL account and sends REAL BRASIL an order form signed by the customer, which also includes the customer's identification number, pre-printed details of the contracting partner (customer), the recipient and the beneficial owner. REAL BRASIL's Compliance Officer checks the customer's signature and the completeness and plausibility of the information on the order form sent to REAL BRASIL before the transaction is carried out.
- d) **The identity of authorised representatives presenting themselves to REAL BRASIL for the first time, who were not involved in the first presentation, must be checked in all cases from (1) to (3) (see Section 3.1.3)**

3.1.6 Termination of the business relationship

See Section 3.7.

3.2 Identification of the beneficial owner (Art. 4 AMLA/Art. 18 to 25 of the regulations PolyReg)

3.2.1 The obligation to reiterate

The beneficial owner must be identified for each transfer (for the procedure see Section 3.2.2), even if the customer does not have to be re-entered (i.e. also on the second or third visit of the customer, etc.). This applies in particular also to transfers by Post or Bank or when the money is received at the customer's premises.

3.2.2 Obtaining information (compliance with obligation)

If the customer contacts a customer adviser: The determination of the beneficial owner is made by obtaining a written declaration from the contracting partner: this declaration on the beneficial owner (indication according to the POLYREG regulations) is entered online in the order form or, if applicable, in the "Clarification" form (appendix 5). This declaration must, as mentioned above, be obtained for each transaction. The customer must sign his declaration concerning the beneficial owner of the assets on the order form (print out the details entered online) or on the "Clarification" form. The content of the written declaration of the contracting partner complies with Art. 7 of the POLYREG Regulations.

In case of transfer by Post Office or Bank as well as by receipt of the money at the customer's premises: the beneficial owner must be indicated on the confirmation of the usual transfer by Post Office or bank or by receipt of the money at the customer's premises.

In all cases, the rule is as follows: if the contracting partner is not one and the same person as the beneficial owner or if it is a domiciliary company, the transaction must not be carried out.

3.2.3 Verification of the customer's indications, note for the file

When identifying the beneficial owner, the greatest possible care must be taken in accordance with the specific circumstances.

If necessary, the customer should be asked further questions about the person of the beneficial owner. The plausibility of the answers must be critically examined. They must be recorded in writing, either on the form itself or, if they are more extensive, in a separate note for the file.

3.2.4 Behaviour in case of doubt at the start of the activity

If, after these clarifications, there are still serious doubts as to the correctness of the written declaration, the customer adviser must immediately consult the REAL BRASIL Compliance Officer. In such a situation, the entry into a business relationship must as a rule be refused and it must be checked whether a report should be sent immediately to MROS (Money Laundering Reporting Office) (for details: see Section 3.6). If a communication is made to MROS, PolyReg must be informed without delay.

3.3 Repeated verification of the identity of the contracting partner or confirmation of the beneficial owner (Art. 5 AMLA/Article 26 of the PolyReg Regulations)

3.3.1 Obligation to repeat

If, in the course of the business relationship, doubts arise as to the identity of the customer or the beneficial owner and if these doubts cannot be eliminated by possible clarifications, a new verification of the identity of the customer or confirmation of the beneficial owner in accordance with Sections 3.1 and 3.2 must be carried out in any case. This applies in particular in the following cases:

- a) There is a doubt as to the correctness of the information on the identity of the contracting partner;
- b) There is doubt as to whether the contracting partner is the beneficial owner;
- c) There is a doubt that the declaration of the contracting partner on the beneficial owner is accurate;
- d) There are indications suggesting that the information that has been collected has changed in the meantime;
- e) In the case of transfers by Post Office or Bank or in the case of receipt of the money at the customer's premises, always for exceptional transactions, or if these are to be carried out within REAL BRASIL.

3.3.2 Termination of business relationships

See Section 3.7

3.4 Risk-based monitoring

3.4.1 Classification of customers in each risk category

- **Country risk:** FATF black list, grey list of uncooperative countries, Transparency International Corruption Perceptions Index list, list of non-transparent jurisdictions.
- **Lack of personal contacts**
- **Significance of the assets transferred**
- **PEP**
- **Unusuality and significant variation**
- **Sectors of activity:** Prostitution, real estate, arms dealers

3.4.2 Periodic risk-based updating of customer files

- Specific risk clarification
- Specific clarification and reasons for concluding that the business relationship is not, or is no longer, a higher risk relationship

3.4.3 Special measures to limit the risk of money laundering

- Risk-based supervision monitoring
- Separation of current files from high-risk and increased-risk files

3.5 The special clarification obligation (Art. 6 AMLA/Article 31 of the PolyReg Regulations)

3.5.1 Origin of the obligation

If a transaction or business relationship appears unusual, its economic background and purpose must be clarified, unless its legality is obvious.

There is a special obligation to clarify in particular in the following cases:

- (1) There are indications that assets derive from a crime, that a criminal organisation exercises a power of disposition over these assets or that these assets are used for the financing of terrorism; or
- (2) If the business relationship appears unusual or if REAL BRASIL is entrusted in an unusual way with money to be transferred, e.g. by messengers of a customer, by mail order transfers (unless a Swiss bank or a bank subject to equivalent supervision has carried out the transfer) or similar; or
- (3) The transaction or business relationship involves an increased risk according to Art. 31 of the PolyReg Regulation (see Section 3.4.3); or
- (4) A prosecuting or supervisory authority shall require information on certain transactions, customers or other persons involved where appropriate;

If there are indications of an unusual transaction or one of the above-mentioned criteria, the REAL BRASIL Compliance Officer must be contacted immediately.

3.5.2 Clarifications approaches (indications required), outcome of clarifications and consequences (further procedure)

In order to create clarity about the ins and outs of a business relationship or transaction, the information available to date must be verified, including the following information obtained:

- (1) Professional and commercial activity of the contracting partner or the beneficial owner
- (2) Purpose (detailed information) and date of the order,
- (3) Amount and currency of the assets to be transferred,
- (4) Origin of the assets to be transferred and of the other assets, including the economic background and origin of the assets as well as the financial situation of the contracting partner or the beneficial owner, possibly of the controlling person
- (5) Name(s), first name(s), address and account details of the beneficiary as well as the tax number.

This information may be obtained from the customer or in other ways, e.g. from third parties. However, discretion and professional secrecy must be observed. The risk of collusion must also be given due consideration. The information can be obtained, for example, by asking the customer, the beneficial owner or third parties or, in particular in cases of doubt or in the case of business relationships and transactions with increased risk, by requesting written information or appropriate evidence and proof.

Answers from the (potential or existing) customer must not be received simply as a matter of routine, but must be questioned with common sense. There is no case so complicated that it cannot be explained in understandable words to one of our employees. The employee should not hesitate to ask for explanations that can be understood by all. Such clarifications are required by law, and their omission is punishable. They are therefore part of normal business behaviour and are not a sign of any particular or personal mistrust of the customer. This must be clearly explained to the customer.

The result of particular clarifications must be recorded in a note for the file, which must be filed in the AML file or directly mentioned in the computer system. For the note in the file the "Clarification" form can be used; in addition the possibility of making additional remarks is also available in the computer system.

With regard to the consequences and the further course of the procedure the following should be noted:

(1) The clarifications can be completed as soon as it can be reliably judged whether the requirements for a communication in accordance with Art. 9 Para. 1 AMLA are fulfilled. If the conditions of the duty to report are not fulfilled, although not all suspicions of money laundering or terrorist financing have been ruled out, and the business relationship is continued, the Compliance Officer of REAL BRASIL must:

- Monitor this business relationship closely
- In addition, the reasons why there was not sufficient suspicion of money laundering or terrorist financing should be recorded in a note for the file and filed in the AML file.

(2) If the (potential, current) contracting partner refuses, despite repeated requests from REAL BRASIL, to provide further information or if he clearly hinders the efforts of REAL BRASIL in applying the particular clarifications, REAL BRASIL shall refuse the transaction (if the business relationship has not yet been entered into), or shall interrupt an already existing business relationship within the meaning of Section 3.7 (if there is no case of communication within the meaning of Section 3.6).

3.5.3 Business relationships and transactions with increased risk

In order to be able to identify so-called increased risk business relationships or transactions, a customer risk profile is drawn up on the order form by the customer adviser using the REAL BRASIL IT system.

For each customer, the following business risk criteria are applied and documented in the IT system:

- Business relationships with politically exposed persons (PEPs) are considered in all cases as business relationships with increased risk. Each customer must be checked for its possible PEP position;
- Type of business activity of the contracting partner (business sector risk);
- Head office and domicile (or national risk)

The overall risk of the business relationship is documented by applying the above-mentioned partial criteria also by means of an indication in the IT system.

For each customer, the risk criteria associated with a transaction are defined and documented in the IT system:

- At sender level, if the amount transferred of the cumulative transactions is greater than or equal to CHF 5,000 within 30 days, they are considered to be transactions with increased risk (the "Clarification" form must therefore be completed);
- At the beneficiary level, if the amount received from cumulative transactions is equal to or greater than CHF 5,000 within 30 days, they are considered to be higher risk transactions (therefore the "Clarification" form must be completed);

- At the sender level, if the amount transferred of the cumulative transactions is equal to or greater than CHF 25,000 within 365 days, they are considered to be higher risk transactions (therefore the "Clarification" form must be completed); and at the beneficiary level, if the amount transferred of the cumulative transactions is equal to or greater than CHF 5,000 within 30 days, they are considered to be higher risk transactions (therefore the "Clarification" form must be completed);
- At the beneficiary level, if the amount received from cumulative transactions is equal to or greater than CHF 25,000 within 365 days, they are considered to be higher risk transactions (therefore the "Clarification" form must be completed);

If there are indications of an increased risk business relationship, the Compliance Officer must ensure that the Management is informed. The Management (or a member of the Management) decides on the conclusion and continuation of this relationship in the AML file. If a business relationship with increased risk is concluded, special supervisory measures must be defined for this business relationship and this business relationship must be marked accordingly (see also Section 3.4.4.).

If there are signs of a transaction involving increased risk, the necessary documentation ("Clarification") is required. The transaction is only validated after a positive verification by the Compliance Officer.

3.5.4 Notion of PEPs

According to Art. 2a AMLA, politically exposed persons are deemed to be politically exposed persons within the meaning of the law:

Heads of state, heads of government, ministers, deputy ministers

Members of Parliaments

Members of the governing bodies of political parties

Members of the Supreme Court, Constitutional Court, other high level judicial institutions

Members of courts, central banks

Ambassadors, business managers, military with high levels of responsibility

Members of the administration, management and supervision of state public enterprises

Directors, deputy directors, members of the management and equivalent positions in international organisations

Either:

- Persons who are or have been in charge of leading public functions abroad (for life)**
- Politically exposed persons in Switzerland (but no longer in retirement)**
- Politically exposed persons in international organisations**
- PEP's close relatives, family or business relations (a.b.c) according to the new rules in force**

This includes their family members and close relatives

Either:

- a. Spouse or partner of the PEP
- b. Children and their PEP spouse or partner
- c. PEP Parents

All customers are checked during the integration process using third-party databases provided by SECO (State Secretariat for Economic Affairs) and OFAC (American Office of Foreign Assets Control), and others, see "Black List"; (appendix 6)

False Positives:

False Positives, an individual declared positive or, in reality, negative, is checked by the cashier and/or the Compliance Officer, and then after verification the transfer order is authorised.

Once the order has been authorised, the customer (false positives) will always be likely to reappear in an official checklist later on.

Monitoring:

PEPs, their close relations, their families, their associates are considered to be at increased risk.

Customers are re-registered in the system on a daily basis, following any changes reported to the Compliance Officer....

Monthly report:

The Compliance Officer must produce a quarterly report on the PEPs, their families and associates who are part of the Customer at Increased Risk.

3.5.5 Internal lists

REAL BRASIL's Compliance Officer keeps an internal list which shows for which customers "Clarification" is carried out. Subsequently, a list of business relationships with increased risk is also kept. In addition, a list of enquiries from the criminal prosecution and supervisory authorities is kept.

3.6 The obligation to draw up and retain documents (Art. 7 AMLA / Articles 37-39 of the PolyReg Regulations)

3.6.1 Existence of the obligation

The obligation to draw up and retain documents exists as soon as a business relationship is entered into with a customer. If the customer has waived a business relationship, the obligation to prepare and retain documents does not exist (subject to business relationships being refused on the basis of information; (see Section 3.6).

3.6.2 Scope of the obligation

The obligation to draw up and keep documents relates to all the obligations mentioned in Section 3.1 to 3.9.

The documents produced must be used by competent third parties such as the auditing bodies employed by the supervisory commission of PolyREg and the Swiss Financial Market Supervisory Authority FINMA to objectively assess the business and to gain an insight into compliance with the provisions of the AML and the enforceable provisions. This assessment presupposes that the documents and evidence are prepared in such a way that the individual transactions can be reconstructed ("Paper Trail").

In addition, the documentation must make it possible to respond at any time to possible enquiries and seizures by the criminal prosecution authorities and to indicate whether there is or existed a business relationship with a specific person, either as a contracting party or as a beneficial owner. In addition, the documentation must make it possible to respond at any time to possible enquiries and seizures by the criminal prosecution authorities and to indicate whether there is or existed a business relationship with a specific person, either as a contracting party or as a beneficial owner. The request for information or seizure must be answered within the time limit set by the authority and, in the absence of an administrative deadline, within 5 working days at the latest.

In the case of a request for editing by the prosecuting authorities, only copies must be edited. In rare cases where original documents should be edited, it must be ensured that copies are made and kept in the AML file.

3.6.3 Changes to the business relationship

All changes in the business relationship with regular customers must be corrected in the Real BRASIL system.

3.6.4 AML file: physical and electronic documentation, sending of documents to REAL BRASIL as well as customer identification number

In order to fulfil the obligation to draw up and keep documents, REAL BRASIL keeps an AML file for each customer of a money transfer order, regardless of the amount, in which all the details of this customer are documented. The following documents in particular form an integral part of the AML file:

- (1) Order form(s) including customer profile, details of the contracting partner, the beneficial owner and any authorised representatives as well as a written declaration by the contracting partner on the beneficial owner;
- (2) Copy of the identification document of the contracting partner;
- (3) If applicable, an extract from the commercial register or similar of the contracting partner;
- (4) If applicable, a copy of the identification document of any authorised representatives;
- (5) Notes for the file on specific clarifications (including risk profile, clarification form, etc.) as well as various supporting documents (e.g. evidence obtained);

- (6) Notes for the file on the communication and blocking of assets;
- (7) Information on requests for information from prosecuting and supervisory authorities ;
- (8) Documents concerning transactions;

The AML file must be kept up to date at all times.

In addition to the online entry of orders and the transmission of the original documents to the REAL BRASIL Compliance Officer, the REAL BRASIL offices enter the data relating to the execution of Money-Transfer transactions and compliance with the Compliance regulations in electronic form in accordance with the REAL BRASIL guidelines.

If the data is stored electronically on a server, the server must be located in Switzerland. Physical documents must also be stored in Switzerland

Each customer receives his or her own customer-related identification number, which is automatically assigned upon entry. The customer identification number is linked to the electronic data and is also indicated in the physical AML file.

3.6.5 Checking the AML file for completeness before executing a Money-Transfer transaction

The REAL BRASIL IT system automatically draws the attention of the cashier (employee) to the fact that he has not entered absolutely mandatory information on the order form or in other input masks in the IT system (e.g. customer profile). As long as these indications are not complete, the processing of an order cannot be continued and it cannot be triggered.

3.6.6 Shelf life

The documents and evidence subject to the obligation to draw up and retain documents must be kept for at least 10 years. The period begins to run for documents on identification at the transfer of the business relationship with the customer, and for those on transactions at the conclusion of the transaction. The REAL BRASIL Compliance Officer is responsible for ensuring that the documents are kept.

3.6.7 Right of Deletion

The customer has the right to ask REAL BRASIL to delete his personal data without delay if they are no longer necessary for the purposes for which they were collected or processed and there is no legal provision prohibiting their deletion.

However, a "black" list of undesirable customers may be maintained, with the surname, first name and reason for exclusion.

3.7 Information vis-à-vis authorities, duty to report (Art. 9 AMLA / Art. 42-43 of the PolyReg Regulations) and blocking of assets (Art. 10 AMLA / Art. 42-43 of the PolyReg Regulations)

3.7.1 Procedure in the event of enquiries from Swiss authorities

If a provision of a Swiss authority decides to freeze the customer's assets or to freeze the customer himself, the corresponding freeze must be implemented without delay.

If a publishing provision does not contain explicit instructions regarding the blocking, the Compliance Officer shall, within one working day of receipt, enquire in writing (an e-mail or fax is sufficient) with the public prosecutor's office as to whether the customer's assets or the customer himself should be blocked or whether such measures are not necessary. The assets or the customer must be blocked until receipt of the response from the competent authority. In the absence of such a response, the blockage must be maintained for a maximum of six working days after the written request has been sent to the Public Prosecutor's Office.

An explicit invitation in the publishing provision that certain documents must be issued (in particular proof of transactions) within the time limit set by the authority and, in the absence of such a time limit, no later than 5 working days, must be answered by forwarding the requested files.

In the case of a request for editing by the prosecuting authorities, only copies must be edited. In rare cases where original documents should be edited, it must be ensured that copies are made and kept in the AML file.

3.7.2 Origin of the duty to report

(1) Principle

Factual circumstances of which a financial intermediary becomes aware in the course of its business activity in the context of certain business relationships are subject to the obligation to communicate.

The duty to report exists if the employee knows or has a justified suspicion that the assets involved in the business relationship relate to an act punishable under Art. 305bis StGB (money laundering), that the assets originate from a crime or are subject to the power of disposal of a criminal organisation (Art. 260ter para. 1 SCC) or are to be used for the financing of terrorism (Art. 260quinquies para. 1 SCC).

For suspicion, it is sufficient if only a few circumstances are found that give rise to a suspicion of a connection to money laundering or terrorist financing. The suspicion does not necessarily have to have a probable security dimension. Evidence of a connection with money laundering or terrorist financing.

(2) Obligation to report in case of non-acceptance of a business relationship

If the business relationship is discontinued even after an initial non-binding contact with the customer, the obligation to communicate is in principle waived. The duty to disclose shall be maintained if negotiations are interrupted due to a justified suspicion that the assets involved are connected with a criminal offence under Art. 260ter para. 1 or Art. 305bis of the Swiss Criminal Code, are the proceeds of a crime, are subject to the power of disposal of a criminal organisation or serve to finance terrorism.

3.7.3 Reporting

If the suspicion of money laundering materialises following specific clarifications, the Compliance Officer informs the management of REAL BRASIL and notifies the Money Laundering Reporting Office (MROS) and PolyReg without delay. The report must be made by fax, or if no fax is available, by A Mail.

The REAL BRASIL Compliance Officer must be reachable during office hours following the declaration. Otherwise, another contact person must be indicated.

The Money Laundering Reporting Office carries out a preliminary check before filing a complaint with the cantonal criminal prosecution authorities.

3.7.4 Freezing of assets and prohibition of information

As soon as the assets have been declared to MROS (and PolyReg), they will not be blocked. If MROS continues its investigation and notifies the Public Prosecutor's Office as well as yourself, then REAL BRASIL must block the transaction as soon as possible. If REAL BRASIL does not hear from the Public Prosecutor's Office within 5 working days, it must release the transfer. The REAL BRASIL Compliance Officer is responsible for this. If the competent authorities for their part do not order REAL BRASIL to block the assets within this period, the transfer requested by the customer can be executed. However, in this case too, the obligations of due diligence remain applicable, in particular the obligation to draw up and retain documents.

3.7.5 Information to the customer

The customer must under no circumstances be aware of the communication and blocking of his assets. If necessary, the employee concerned must use diplomacy with the customer by providing excuses or seek advice from the Compliance Officer, PolyReg or the MROS Reporting Office. The REAL BRASIL Compliance Officer ensures that REAL BRASIL staff are instructed in this regard in good time. Obligations to draw up and retain documents in connection with the declaration and blocking.

3.8 Interruption of the existing business relationship or refusal of the business relationship potential

3.8.1 Cases of interruption and refusal

Subject to Section 3.7.3, the business relationship must be terminated (or refused) when

- a) The performance of the actions according to Sections 3.1 to 3.5 is refused or the customer adviser or the REAL BRASIL Compliance Officer does not succeed in performing these actions for other reasons;
- b) The suspicion that the customer has been misled is established;
- c) Doubts as to the information received persist even after completion of the actions mentioned in Sections 3.1 to 3.5; or

d) In the other cases mentioned in these internal guidelines.

In all cases, the REAL BRASIL Compliance Officer must be consulted immediately.

3.8.2 Repayment of assets

If the business relationship is terminated for the reasons mentioned in 3.7.1, assets amounting to CHF 5,000 or more must be repaid in a form that allows the authorities to trace them. No cash payments can be arranged.

3.8.3 Unlawful termination of the business relationship

The business relationship with the customer must no longer be interrupted if the conditions for the duty to report are fulfilled in accordance with Art. 9 AMLA (see. Section 3.6).

3.9 Blocking of Customers, Embargo Ordinances and Terrorist Lists

Each time an order is entered into the REAL BRASIL computer system, an automatic check is carried out to see whether a person - be it the customer, the recipient or the beneficial owner - involved in the order is listed by REAL BRASIL as a blocked person. If this is the case, the transaction is automatically blocked and cannot be triggered.

The following persons are blocked:

- (1) Potential or former customers who have prevented or made impossible the actions according to Sections 3.1 to 3.6 (e.g. cases in which the business relationship has been terminated or refused by REAL BRASIL, (see Section 3.17);
- (2) Persons who are affected by Swiss embargo orders (or embargo lists of SECO, OFAC and others) or who are on international terrorism lists;
- (3) Persons with whom REAL BRASIL does not wish to maintain a business relationship for other reasons.

4. Organisation, control, training

4.1 Internal organisation

For the implementation of the AML and the related executory provisions, the following functions are created:

4.1.1 Customer adviser

The customer adviser

- enters the details provided by the customer on the transfer, the customer and the recipient into the REAL BRASIL computer system online;
- scans the customer's identification document and links it to the corresponding customer file, prints a copy of the identification document on which he/she mentions the date of scanning of the identification document, and initials the printed copy as a copy made from the original itself;
- checks whether the customer and the beneficial owner are one and the same person and, if necessary, enters the details of the beneficial owner in the online order form;
- checks whether the online customer profile and, if necessary, the "Clarifications" have been completed and draws them up together with the customer;
- waits for the REAL BRASIL IT system to automatically check the order, prints the order forms and has them validly signed by the customer;
- verifies whether it is a business relationship or a transaction with increased risk;
- checks whether the "Clarification" form needs to be filled in;

4.1.2 REAL BRASIL's Compliance Officer

REAL BRASIL's Compliance Officer (and his deputy)

- Controls the data collected online by the customer advisor and the scanned copy of the ID;
- Controls the FI documents transmitted by the customer advisor and files the identity verification documents in a special file;
- Securely stores the FI files, the special folder with information on beneficial owners and other special files and lists of enquiries from the criminal prosecution and supervisory authorities;
- Maintains the FI files continuously updated according to the instructions of the customer advisors involved (the respective customer advisors are responsible for the instructions themselves);
- Informs the Management about business relationships and transactions with increased risk;
- Prepares and submits its annual declaration for PolyReg;
- Maintains the REAL BRASIL documents on an ongoing basis with regard to changes that affect the IF dossier;
- Develops and updates the Internal Guidelines for the Prevention and Combating of Money Laundering and Terrorist Financing;
- Provides REAL BRASIL staff with initial and further training, advises and supports them in their work, and provides further training at least once a year at POLYREG seminars and other events;

- **Maintains and checks the list of REAL BRASIL employees authorised to accept financial transfers;**
- **Ensures compliance with the obligation to draw up and keep documents;**
- **Is responsible for reporting to the MROS Reporting Office, for informing PolyReg and for blocking the assets concerned and their documentation;**
- **Undertakes special clarifications where necessary and is generally obliged to exercise due diligence;**
- **Is PolyReg's contact person**

4.2 Controls

4.2.1 Compliance with Internal Guidelines

Compliance with these Internal Guidelines by employees, in particular the proper keeping of the AML file, and randomly checked at least once a year by the REAL BRASIL Compliance Officer. For new regular customers, a thorough check is carried out when filing the forms in the AML file.

4.2.2 Loss and theft of data

The loss or theft of data caused by careless and inappropriate behaviour on your part or on the part of your employees is one of the greatest dangers. Leaving a professional laptop unattended in an external conference room, writing passwords on a post-it note stuck on the computer or saving confidential documents in a free Dropbox can have serious consequences for the company. Sensitise and train your employees on the subject of IT security and data protection. It's worth it! Because expensive security solutions and firewalls are useless if inappropriate behaviour on the part of your employees facilitates unwanted breaches.

4.2.3 Rights of use

It is essential to manage access authorisations for users and employees should only be granted the access rights they need to do their job (the need-to-know principle). It is important to check the adequacy of user permissions annually and to establish an efficient entry and exit process for employees.

4.3 Staff training

New REAL BRASIL employees who have to carry out financial transfer operations receive a copy of the Internal Guidelines when they join the company. They attend a basic course on combating money laundering and terrorist financing that is recognised or held by PolyReg or the REAL BRASIL Compliance Officer. Financial transfer transactions may only be carried out once this course has been successfully completed and this has been confirmed in writing by the course organiser or by the REAL BRASIL Compliance Officer.

The staff is informed annually, in an internal or external seminar recognised by PolyReg, about new developments, changes or possible shortcomings in implementation.

In the case of continuing education, attendance lists or lists of completed continuing education must be kept and maintained.

4.4 Standard documents for employees

Standard employment contracts approved by PolyReg are used for the hiring and continuous monitoring of employees.

5. Entry into force

This Directive has been approved by the Management of REAL BRASIL SERVICES SARL during the meeting of 01/11/2021 and will come into force on 01/12/2021. This Directive and all the appendices will be sent to the members of the Compliance Department and to all employees concerned.

For the Management of REAL BRASIL SERVICES SARL

Le 01/11/2021

Fernando Friedrich Dantas

6. Appendices

- (1) PolyReg Regulations in accordance with Art. 25 AMLA
- (2) Transfer Order, ("Receipt-Contract")
- (3) Form; "Customer Profile"

- (4) Form; "K"
- (5) Form; "Clarification"
- (6) "Black List"