RESTRICTED JURISDICTIONS, SANCTIONS AND CLIENT ELIGIBILITY POLICY

VENOR MARKETS

WEBSITE AND CRM CONTRACTUAL POLICY

Eligibility depends on verified location, residence, ownership, control, payment connections and lawful service availability. No employee, partner or intermediary may waive this Policy.

LEGAL ENTITY	Venor Ltd
REGISTRATION	Saint Lucia 2026-00242
DOCUMENT	Restricted Jurisdictions, Sanctions and Client Eligibility Policy
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Venor Markets does not open or maintain accounts for persons located in, resident in, incorporated in, established in, or ordinarily operating from the prohibited or unsupported jurisdictions listed below. Citizenship alone does not determine eligibility unless applicable law requires it.

1. DOCUMENT STATUS, SCOPE AND CONTRACTUAL APPLICATION

1.1 This Policy is issued by Venor Ltd, incorporated in Saint Lucia with registration number 2026-00242 and trading as Venor Markets (Venor, we, us or our). It combines and replaces the separate Restricted Countries and Jurisdictions List and Restricted Jurisdictions and Client Eligibility Policy for matters arising after this Policy becomes applicable.

1.2 This Policy forms part of the Client Trading Terms and applies to every applicant, client, beneficial owner, controller, director, authorised user, trader, partner, introducing broker, affiliate, employee-assisted applicant, payor, payee, wallet owner, legal entity, trust, partnership and other person connected with an account, application, payment or transaction.

1.3 This Policy applies at application, onboarding, account opening, funding, trading, withdrawal, periodic review and termination. Submission or technical acceptance of an application does not create a right to an account or continued service.

2. PUBLIC WEBSITE SUMMARY

Venor does not accept or maintain accounts where providing services would be prohibited by applicable law, sanctions, regulatory restrictions or Venor's approved jurisdictional risk controls. Certain jurisdictions may also be unavailable because of licensing, payment, operational, security or risk-management requirements. FATF increased-monitoring status ordinarily results in risk-based review and does not, by itself, mean that every resident is sanctioned or automatically ineligible. Eligibility remains subject to the schedules in this Policy and individual screening.

3. ELIGIBILITY PRINCIPLES

3.1 Venor provides services only where it determines that it may lawfully, securely and operationally do so. A website's accessibility in a country does not mean that Venor solicits business there or that the service is legally available there.

3.2 Eligibility is determined from the whole relationship, including residence, physical location, tax residence, establishment, incorporation, beneficial ownership, control, management, business activity, payment and wallet connections, expected activity, service availability and other relevant facts.

3.3 Nationality alone is not an automatic ground for rejection unless a binding legal, sanctions or risk requirement makes it relevant. A person must nevertheless disclose nationality, citizenships, residences and tax residences when requested.

3.4 A country may be prohibited, unsupported or enhanced-review. These classifications have different meanings and must not be described collectively as sanctions.

4. RESTRICTED-JURISDICTION CLASSIFICATIONS

4.1 Prohibited jurisdiction means a country or territory for which Venor does not open or maintain accounts under its approved offering because of legal, sanctions, financial-crime, security or risk considerations.

4.2 Unsupported regulated market means a market Venor does not serve under its global offering because local law may require authorisation, registration, approval, local presence, product permission or marketing restrictions that Venor has not confirmed it satisfies.

4.3 Restricted territory means a region subject to territorial restrictions or circumstances that prevent Venor from lawfully or safely providing services.

4.4 Enhanced-review jurisdiction means a jurisdiction requiring risk-based additional review. Enhanced-review status is not an assurance of acceptance and is not, by itself, an automatic prohibition.

4.5 If more than one classification applies, the stricter lawful classification prevails. Venor may also decline a person or transaction not listed in a schedule where an individual sanctions, ownership, payment, fraud, security, regulatory or other material concern exists.

5. LOCATION, RESIDENCE AND JURISDICTIONAL CONNECTION

5.1 Venor may assess residential and registered addresses, actual physical location, ordinary residence, tax residence, place of incorporation or establishment, principal business location, beneficial ownership, management and control, telephone information, device and network indicators, payment and wallet location and other reliable evidence.

5.2 A temporary visit outside a permitted jurisdiction does not automatically change residence; however, a person must not access or use a service from a location where doing so is prohibited. Venor may require clarification before permitting access or activity.

5.3 Citizenship, an overseas address, a company registration, a tax number, a bank account or a utility bill in a permitted jurisdiction does not override the person's actual residence, location, ownership or control.

6. SANCTIONS, DESIGNATED PERSONS, OWNERSHIP AND CONTROL

6.1 Venor may screen applicants, clients, owners, controllers, directors, authorised users, payors, payees, wallets, counterparties and transactions against sanctions and designation information applicable to its business.

6.2 A restriction may extend to an entity owned or controlled, directly or indirectly, by a sanctioned, designated or prohibited person; to a person acting for or at the direction of such person; or to an account used for that person's benefit.

6.3 Venor may request corporate registers, constitutional records, shareholder and voting information, trust instruments, partnership records, nominee arrangements, source of wealth, source of funds and evidence of ultimate decision-making authority.

6.4 Venor may reject, block, freeze, restrict, investigate, report or terminate a relationship or transaction where required or permitted by applicable law or a competent authority. Venor may be prohibited from explaining the reason or timing.

7. IDENTITY, DOCUMENT AND INFORMATION INTEGRITY

7.1 Every person must provide complete, accurate, genuine, current and independently verifiable information and documents. The duty continues throughout the relationship.

7.2 Prohibited conduct includes impersonation; identity theft; borrowed, purchased, fabricated, altered, expired or manipulated documents; synthetic identities; false addresses; sham leases or utility records; undisclosed dual residence or tax residence; concealed beneficial ownership; false occupation, income, wealth or funding information; manipulated photographs or video; deepfakes; and misleading translations or certifications.

7.3 Venor may compare information across identity, biometric, corporate, tax, device, network, telephone, payment, wallet, trading, communication and publicly or lawfully available records and may request originals, certified copies, live verification, video interview or independent confirmation.

8. PROHIBITION ON CIRCUMVENTION AND BYPASS METHODS

8.1 A person must not directly or indirectly evade or attempt to evade this Policy, an eligibility decision or a control. An attempted bypass is a material breach even if an account is opened, funded or traded before detection.

8.2 Prohibited bypass methods include a VPN, proxy, anonymiser, Tor, remote desktop, virtual machine, emulator, cloud device, device farm, location-spoofing tool, manipulated GPS, SIM or telephone masking, IP relay, residential proxy, shared device, third-party login, altered device identifier or any technology intended to conceal location, identity, control or account use.

8.3 Prohibited arrangements include using another person's name, identity, account, company, trust, partnership, nominee, employee, relative, friend, associate, agent, power of attorney, director, shareholder, beneficial owner, address, telephone, email, wallet, payment account or tax residence to obtain access for a restricted person.

8.4 A person must not establish a shell company, sham office, artificial residence, nominee structure, temporary address, false employment, circular ownership arrangement or payment chain whose purpose or effect is to conceal the true user, owner, controller, beneficiary, location or source of funds.

8.5 A permitted person must not open, fund, operate, trade, manage, share or transfer an account for a restricted person or permit a restricted person to control or benefit from the account.

9. PAYMENTS, WALLETS AND THIRD-PARTY CONNECTIONS

9.1 Deposits and withdrawals must use approved methods and destinations lawfully and beneficially owned or controlled by the verified client unless Venor gives prior documented approval following enhanced review.

9.2 Venor may review wallet ownership, transaction history, source of funds, source of wealth, beneficiary information, counterparties, geographic exposure, device and network evidence and any inconsistency between the payment source and verified client profile.

9.3 Third-party, pass-through, pooled, nominee, employee-assisted, partner-controlled or unexplained payment arrangements may be rejected, restricted, returned to source or reported where required or permitted.

10. EMPLOYEES, PARTNERS, IBS, AFFILIATES AND INTERMEDIARIES

10.1 No employee, director, contractor, partner, introducing broker, affiliate, agent, account manager, support representative or intermediary may approve, promise, facilitate or conceal an exception to this Policy unless authorised through Venor's documented approval process.

10.2 A referral code, employee introduction, commercial importance, deposit size, trading volume, partner level, personal relationship or management contact does not override KYC, sanctions, jurisdictional or eligibility controls.

10.3 It is prohibited to coach a person to provide false information; supply or arrange another identity, address, device, wallet or payment source; knowingly refer a restricted person through a permitted nominee; suppress an alert; alter a record; split an application; manipulate attribution; or interfere with independent review.

10.4 Suspected employee or intermediary involvement may result in immediate removal from the decision, suspension of access or remuneration, preservation of records, internal investigation, clawback or withholding of affected commissions where contractually permitted, termination and reporting to a competent authority.

10.5 A client remains responsible for truthful information even if an employee or intermediary suggested otherwise. Venor remains responsible for the conduct of its personnel to the extent required by applicable law and will not rely on this clause to excuse its own fraud or wilful misconduct.

11. APPLICATION, ONBOARDING AND APPROVAL

11.1 Venor may accept, conditionally accept, defer or reject an application after considering law, sanctions, regulatory perimeter, client type, product, ownership, control, source of funds, expected activity, payment route, security, service availability and the ability to manage identified risks.

11.2 Automated approval, KYC completion, issuance of credentials, creation of a trading account or acceptance of a deposit is provisional and may be corrected where material information was absent, false, inconsistent or subsequently identified.

11.3 A genuine exception, if legally permitted, must be documented, time-limited, approved by authorised personnel independent of the commercial introducer and recorded with its conditions. Venor may revoke it prospectively if circumstances change.

12. ONGOING MONITORING AND REASSESSMENT

12.1 Eligibility is continuously relevant. Venor may rescreen and request updated information when documents expire, residence or ownership changes, risk indicators arise, sanctions or country classifications change or normal review becomes due.

12.2 Previous acceptance, successful deposits or withdrawals, trading history or support communication do not prevent later review or restriction.

12.3 The client must notify Venor before moving to, operating from, becoming tax resident in, transferring control to a person in or becoming otherwise materially connected with a restricted jurisdiction.

13. DETECTION, EVIDENCE AND DECISION RECORDS

13.1 Venor may use lawful application, document, biometric, device, network, IP, geolocation, telephone, email, payment, wallet, blockchain, trading, login, communication, corporate, beneficial-ownership and screening evidence.

13.2 No single technical indicator must be treated as conclusive where a reasonable alternative explanation exists. Decisions may be based on the combined weight, consistency and reliability of available evidence.

13.3 Venor should record the trigger, affected relationship, evidence considered, decision, approver, restrictions imposed, review activity and outcome. Access to sensitive evidence may be limited for security, privilege, privacy, sanctions or anti-tipping-off reasons.

14. TEMPORARY PROTECTIVE MEASURES

14.1 While a genuine eligibility, sanctions, identity, ownership, fraud, payment or security concern is reviewed, Venor may request information; defer onboarding; restrict deposits or withdrawals; reject new orders; apply close-only status; suspend payment methods; limit access; preserve records; or isolate affected amounts.

14.2 A measure must be related to the identified concern, documented and no broader or longer than Venor reasonably considers necessary, subject to applicable law. Venor will review it at reasonable intervals and lift, narrow, continue or replace it according to the evidence.

14.3 Venor may provide notice before or after an urgent restriction where legally and operationally permitted. It may withhold details where disclosure is prohibited, could enable evasion, prejudice an investigation or reveal confidential controls.

15. EXISTING CLIENTS, ACCOUNT CLOSURE AND EXIT MANAGEMENT

15.1 If a client becomes ineligible, was ineligible when accepted or used circumvention, Venor may reject new deposits or orders, cancel unexecuted orders, apply close-only status, require positions to be closed, settle obligations, terminate the relationship and return the verified net balance to an approved source or destination, subject to legal restraints and necessary checks.

15.2 Immediate blocking or freezing may apply where required by law, sanctions, court order, competent authority, security or financial-crime controls. Otherwise, Venor will seek an orderly and proportionate exit where reasonably practicable.

15.3 Venor will not confiscate legitimate verified funds merely because a jurisdictional classification changes. It may deduct amounts lawfully due, reverse invalid or erroneous credits where contractually permitted, preserve disputed amounts and comply with legal or authority restrictions.

16. FALSE INFORMATION, BREACH AND REMEDIES

16.1 False information, impersonation, concealed ownership, account sharing, payment misuse, circumvention or assistance to a restricted person is a material breach.

16.2 Subject to contract and law, Venor may reject or terminate the relationship; invalidate an approval obtained through deception; restrict affected transactions; correct records; return verified funds to source; recover direct losses and reasonable investigation costs; withhold, reverse or claw back partner remuneration attributable to the breach; and report the matter.

16.3 Remedies must have a documented factual and contractual basis. Venor may not cancel genuine trading profits, seize funds or impose a financial penalty solely because it dislikes a client, strategy, nationality or profitable result.

17. REPORTING, AUTHORITIES AND INFORMATION SHARING

17.1 Venor may preserve and disclose information to competent authorities and to approved verification, payment, wallet, analytics, legal, audit or professional-service arrangements where required or permitted by law and consistent with the Privacy Notice.

17.2 Venor may comply with a court order, sanctions direction, regulatory request, financial-intelligence request, law-enforcement request, tax requirement or other binding process without prior notice where notice is prohibited or impracticable.

18. CONFIDENTIALITY AND DISCLOSURE LIMITS

18.1 Venor is not required to disclose confidential monitoring thresholds, screening logic, internal risk scores, provider data, suspicious-activity reports, privileged advice, another person's information or information whose disclosure could facilitate evasion or prejudice an investigation.

18.2 A general explanation, status update or request for information may be provided where legally and operationally permitted. Inability to disclose full reasons does not remove Venor's duty to act on a genuine and documented basis.

19. ERRORS, FALSE POSITIVES AND CORRECTIONS

19.1 A person may request correction of inaccurate identity, location, ownership or sanctions-match information through the official complaints or support channel and must provide reliable supporting evidence.

19.2 Venor will assess a claimed false positive and may require refreshed verification. A review cannot override a binding prohibition but may correct mistaken identity, stale data or an incorrect jurisdictional link.

20. CLIENT RESPONSIBILITY AND INDEMNITY

20.1 The client is responsible for the accuracy of submitted information, protecting credentials, disclosing relevant connections and not allowing another person to use the account.

20.2 To the extent permitted by law, a person must reimburse Venor for direct losses, third-party claims and reasonable investigation or recovery costs caused by that person's fraud, deliberate misrepresentation, prohibited circumvention or unauthorised use. This does not apply to loss caused by Venor's fraud or wilful misconduct and does not exclude non-waivable rights.

21. COMPLAINTS AND REVIEW

21.1 A person may challenge an eligibility decision or temporary measure through Venor's published complaints channel. The request should identify the account, decision, disputed facts and supporting evidence.

21.2 A complaint does not automatically remove a lawful restriction. Venor should arrange review by a person with appropriate authority who was not the sole maker of the disputed decision where reasonably practicable.

22. INTERNAL AUTHORITY, CONFLICTS AND CONTROL OWNERSHIP

22.1 Compliance and authorised management retain final control of jurisdictional eligibility. Sales targets, partner revenue, client deposits and employee seniority must not determine or suppress a legal or sanctions decision.

22.2 An employee or intermediary with a referral, financial, family, personal or other conflict must disclose it and take no part in the independent eligibility decision unless formally authorised with the conflict recorded and controlled.

22.3 Venor may audit applications, referrals, exceptions, overrides, linked accounts, commissions and staff activity and may remediate control failures, retrain staff and take disciplinary or contractual action.

23. NON-DISCRIMINATION AND NON-WAIVABLE RIGHTS

23.1 This Policy is applied to legal, geographic, ownership, control, operational and risk connections. It must not be used as a pretext for unlawful discrimination or arbitrary treatment.

23.2 Nothing in this Policy excludes Venor's fraud or wilful misconduct, authorises unlawful confiscation or limits a right or liability that applicable law does not permit the parties to exclude or limit.

24. CHANGES, PRECEDENCE AND AVAILABILITY

24.1 Venor may amend the schedules or this Policy prospectively to reflect changes in law, sanctions, regulatory permissions, FATF statements, financial-crime risk, security, payment or service availability, technology, operations or business risk.

24.2 A country's absence from a schedule does not guarantee acceptance or product availability. If a public summary conflicts with this Policy, this Policy and its validly issued schedules prevail, subject to mandatory law and the Client Trading Terms.

24.3 Material contractual changes apply following any notice or renewed acceptance required by law or agreement. Administrative, explanatory or non-material updates may take effect upon publication or valid communication.

25. CONTROLLED JURISDICTION SCHEDULES

The schedules below state Venor's current public classification. They do not replace individual sanctions, ownership, identity, payment or security screening. Where the same jurisdiction appears in more than one category, the stricter lawful treatment applies.

25.1 Prohibited jurisdictions

Venor does not open or maintain accounts for persons located in, resident in, incorporated in, established in or ordinarily operating from these jurisdictions, subject to mandatory law and the exit provisions of this Policy.

Afghanistan • Belarus • Central African Republic • Cuba • Democratic Republic of the Congo • Iran • Iraq • Libya • Mali • Myanmar • North Korea (Democratic People's Republic of Korea) • Russia • Somalia • South Sudan • Sudan • Syria • Yemen

Status: Venor does not accept clients or provide accounts or services in the jurisdictions listed above.

25.2 Unsupported regulated markets

These jurisdictions are unavailable under Venor's global offering for regulatory-perimeter reasons. They must not be described publicly as sanctioned merely because Venor does not serve them.

Australia • Canada • European Economic Area (all EEA member states) • Japan • United Kingdom • United States of America and its territories and possessions

Status: Accounts and services are not available through Venor's global website offering in the jurisdictions listed above.

25.3 Restricted territories

Territorial restrictions apply according to actual location, residence, establishment, control, activity and other legally relevant connections.

Crimea and Sevastopol • Donetsk region of Ukraine • Kherson region of Ukraine • Luhansk region of Ukraine • Zaporizhzhia region of Ukraine • Any other territory subject to an applicable comprehensive prohibition or where Venor cannot lawfully provide services

Status: Accounts and services are not available where a person or activity is located in or materially connected with a territory listed above.

25.4 Enhanced-review jurisdictions

Venor applies a documented risk-based assessment. The latest valid official monitoring statement may be implemented before every publication channel is synchronised; Venor will update the affected schedule within a reasonable period.

Angola • Bolivia • Bosnia and Herzegovina • Bulgaria • Cameroon • Cote d'Ivoire • Democratic Republic of the Congo • Haiti • Iraq • Kenya • Kuwait • Lao People's Democratic Republic • Lebanon • Monaco • Nepal • Papua New Guinea • South Sudan • Syria • Venezuela • Vietnam • Virgin Islands (UK) • Yemen

Status: Risk-based enhanced review applies. Acceptance is not guaranteed, and this classification is not, by itself, an automatic prohibition.

26. ELECTRONIC ACCEPTANCE

By selecting the applicable acceptance box, applying for or using an account, or continuing to use an affected service after valid notice, the person confirms that the person has received or had access to, read, understood and accepted this Policy. Venor may retain the document identifier and version, acceptance timestamp, account or user identifier, entity, jurisdiction, language and available device or network evidence as the electronic acceptance record.

27. APPROVAL, COMMENCEMENT AND REVIEW

This document has been approved and issued by Venor Ltd and becomes applicable when published or otherwise communicated through an official Venor channel. It remains applicable until amended, replaced or withdrawn.

Venor may review or update this document where reasonably required by legal, regulatory, operational, commercial, technology, security, risk, product or market developments. Where publication channels are temporarily not synchronised, the latest version validly communicated to the affected person applies. Venor will correct any discrepancy within a reasonable period. Earlier versions continue to govern matters arising while they were applicable.