

Provider Onboarding & Know Your Customer (KYC) Policy

Reversion: 9 November 2025

JC Learning is operated by JC Human Resources Limited.

1. Purpose & Scope

1.1 This Policy outlines the Know Your Customer (KYC), Anti-Money Laundering (AML), and Counter-Financing of Terrorism (CFT) requirements applicable to all Providers seeking to join JC Learning.

1.2 It forms part of the JC Learning Provider Legal Framework and supplements the Master Provider Agreement (Clauses 3 and 6).

1.3 This Policy applies to both entities and individuals submitting provider applications, renewals, or payout information.

2. Eligibility

2.1 Providers must be either:

- (a) A Hong Kong-registered entity with a valid Business Registration (BR) Certificate;
- or
- (b) An individual resident eligible to contract in Hong Kong.

2.2 All payouts must be made through the Faster Payment System (FPS) to a Hong Kong bank account matching the Provider's legal name.

2.3 This Policy forms part of the commercial and legal framework governed by the Master Provider Agreement.

3. Required KYC Documents

3.1 To verify identity and meet AML/CFT obligations, the following documents are required:

- (a) Business Registration (BR) Certificate (for entities) or Government-issued ID (for individuals).
- (b) Authorised signatory details: full name, position, contact, and ID copy.
- (c) Address proof (utility bill or bank statement within last 3 months).
- (d) Bank account proof (void cheque, bank letter, or statement showing name and

number).

- (e) Tax Identification Number (TIN) where applicable.
- (f) Professional licence or accreditation if required for the course or CPD claim.
- (g) Course information summary (title, assessment type, pass mark, CPD claim basis).
- (h) Any other document reasonably requested by JC Learning to complete due diligence.

4. Ongoing Obligations & Reviews

- 4.1 **Change notifications:** Providers must promptly inform JC Learning of any changes to name, ownership/control, authorised signatories, address, or payout account.
- 4.2 **Periodic review:** The Platform may request updated KYC annually or when risk triggers are identified (e.g., sanctions alert, adverse media, or ownership change).
- 4.3 **Sanctions screening:** Providers are screened against applicable watchlists. Payouts may be suspended pending clarification.
- 4.4 **Data protection:** Personal data collected under this Policy is processed according to the Privacy & Cookie Notice and Data Protection Notice (Providers).
- 4.5 Providers offering manual (Pro Plan) assessments must handle learner data in line with the same confidentiality standards as KYC data.

5. Assessment & Decision

- 5.1 JC Learning reviews each application and may request clarification or additional documents.
- 5.2 Approval, deferral, or rejection is at the Platform's discretion, based on risk, compliance, or authenticity.
- 5.3 Temporary reserve holds may be applied in line with the Master Provider Agreement.
- 5.4 Courses and exposure will not be published until onboarding and KYC verification are completed.

6. Record Retention

- 6.1 KYC documentation and related records are retained for at least seven (7) years after provider termination or final payout, to comply with statutory and audit requirements.
- 6.2 After expiry of the retention period, records are securely deleted or anonymised.

7. Consequences of Non-Compliance

7.1 Failure to provide accurate or complete documents may result in:

- (a) Delay or denial of onboarding;
- (b) Suspension or withholding of payouts; or
- (c) Termination under the Master Provider Agreement.

7.2 Submitting false, misleading, or fraudulent information may lead to immediate suspension and notification to competent authorities.

8. Contact

All KYC and onboarding correspondence should be sent to info@jchrhk.com (subject: "Provider KYC – [Your Legal Name]").

9. Glossary Reference

Capitalised terms not defined in this Policy have the meanings given in the Glossary of Defined Terms available on our website.

10. Updates

This Policy may be updated from time to time. Material changes will be notified in advance via the Platform.

The latest version is always available at JC's Provider Legal Page.

Notes: This document forms part of the JC Learning Provider Legal Framework.

By submitting the Provider Application Form or publishing content on the Platform, you agree to be bound by the current version of this document and the Master Provider Agreement.

The latest versions of all documents are available at JC's Provider Legal & Policy Center