



CLIENT AGREEMENT



1.INTRODUCTION

1.1. Sterwen SA (the "Company") is a Private Company.

The address of the Company's registered office Rue Pierre-Fatio 15, 1204, Genève with Unique Entity Number: CHE-114.665.353.

1.2. Under this agreement, the payment processing services for services purchased on this website are provided by Sterwen SA.

1.3. Please ensure you take sufficient time to read the Agreement as well as any other legal documentation and additional information available to you via our Website prior to opening an account and/or carrying out any activity with us. Should you need any further clarification, please contact us. For more information, please visit our Legal Page.

1.4. By accepting these terms and conditions you enter into a legally binding agreement with us. You acknowledge that you have read, understood and accepted the terms and conditions of the Agreement and any related Policies.

2. OUR BUSINESS

2.1. Sterwen SA is a pioneering online trading platform that has revolutionized trading in currencies, commodities, indices, and options. We are trailblazers in developing online trading as a consumer product and one of the market leaders, offering customized technology and personalized services tailored to traders of all experience levels. Our platform is accessible from any location.

We specialize in creating easy-to-use and user-friendly online trading platforms for execution-only transactions in the over-the-counter (OTC) markets. These include spot foreign exchange, forward foreign exchange, CFD commodities, CFD indices, CFD shares, CFD cryptocurrencies (collectively referred to as "Financial Products"), and options trading.

We provide you with real-time tradable BID-ASK prices by collecting and aggregating information from independent price providers, relevant exchanges, and interbank participants who supply liquidity and information to the global FX and Futures markets. These real-time BID-ASK tradable prices are distributed to you via our proprietary and third-party trading platforms.

2.2. Our proprietary platforms include:

- wt.Sterwen SA Trading Platform for desktop devices.
- wt.Sterwen SA Trading Platform for mobile devices.



3. OUR SERVICES

3.1. We provide you access to trade a variety of instruments in the form of Contracts for Difference (CFDs) (also referred to as “Leveraged Products”) and Vanilla Options (accessible via wt.Sterwen SA).

Please note that CFDs on forwards are not defined in Schedule 1 of the Securities Act. Consequently, this offering does not fall under the scope of the Securities Dealer License. As a result, investors participating in such offerings are not afforded any form of protection under any legislative framework in Singapore. For detailed descriptions of the instruments we offer and their contract specifications, please visit our Website.

3.2. We do not provide investment advice, recommendations, or opinions in relation to any transaction that a Client may rely on when making an investment decision. The Client acknowledges and agrees that all decisions regarding transactions are based on their own independent assessment and judgment.

The Client understands and accepts that any opinion, research, or analysis provided by Sterwen SA , its affiliates, employees, or others should not be construed as a recommendation or advice.

Furthermore, by entering into this Agreement, the Client confirms that they have independently decided that entering into and continuing this Agreement is appropriate based on their own judgment. If deemed necessary, the Client should seek independent professional advice.

3.3. We do not provide portfolio management and/ or investment research services. Any material containing markets analysis is considered marketing communication and should not be construed as advice, recommendation or research.

3.4. From time to time, and as often as deemed appropriate, Sterwen SA may issue and/or distribute third-party material (the ‘

Material’) containing information such as financial market conditions,

market updates, and related topics. This Material may be posted on our

Website and/or through other media channels. Please note that the Material

is considered marketing communication only and does not contain, nor

should it be construed as containing, investment advice, investment

recommendations.



3.5. We do not provide investment, financial, legal, tax, regulatory advice, or any other form of recommendation. Any material, information, or features provided to the Client via our Website, trading platform, marketing or training events, or other channels is generic and should not be treated as advice tailored to the Client's personal circumstances.

You acknowledge and agree that you are responsible for making your own assessment of any transaction before entering into a trade. You must not rely on any opinion, material, or analysis provided by us, our affiliates, employees, or other related parties as being advice.

If you are unsure about proceeding with this Agreement or making any decisions, you are encouraged to seek independent professional advice.

3.6. The trading hours for each financial instrument are available on the Company's Website. Trading hours may be subject to change due to various factors, including but not limited to holidays, unusual market conditions affecting liquidity, or circumstances beyond the Company's control.

The Company strives to update the trading hours promptly to reflect any changes. Clients are encouraged to refer to the Website regularly for the most up-to-date information.

3.7. Sterwen SA is entitled to refuse the provision of any to you, at any time deems necessary, without being obliged to inform .investment services.

4. OPENING AN ACCOUNT

4.1. Once you have registered and opened an account with Company, you authorize us to use all the information you have provided and to conduct any further inquiries about you that we, at our sole discretion, may deem necessary or appropriate. These inquiries may include, but are not limited to, verifying your identification information, requesting additional details, and performing other checks as required.

We reserve the right to conduct such searches as we deem appropriate at any stage of our relationship. You are obligated to cooperate fully and promptly provide any requested information. Failure to comply may result in the termination of the relationship between you and Sterwen SA .

Additionally, we may perform searches with third parties to verify your identity by comparing your details against information contained in databases to which such third parties have access.



4.2. Withdrawals & Deposits:

4.2.1.Deposits: When depositing funds via any kind of payment method as stated herein, you must use your personal account in a financial institution established within the country of your permanent residence and/or the

4.2.2.Documentation: To proceed with the execution of a withdrawal order, you need to provide us with the minimum required documentation verifying your identity so that we can authenticate your identity, as required by law, credit card companies' regulations and our internal policies. We reserve the right to decline any withdrawal request where we believe that such request may lead to a breach of any legal and/or regulatory obligation.

4.2.3.Cards: Debit or Credit card deposits from high risk countries, according to our policy, are not allowed. Debit or Credit card deposits may be refunded, to the same debit or credit card that a withdrawal is executed. A withdrawal to a bank account where initial deposits have been performed by debit or credit cards or e-wallets will be executed at our discretion.

4.2.4.Withdrawals: We will use all our best endeavours to process the withdrawals within two business days (no more than 48 hours). The approval of your KYC documents for verification purposes, according to our policy and applicable Law, is required prior the withdrawal request. We will further take reasonable steps to ensure keeping you informed about the progress of any funding and/or withdrawal request, specifically in relation to processing times and any required documentation that if not in place may result in delays. Further information about the processing times can be found on our Website, however, this information is provided for indicative purposes only. You understand that there may be instances where we cannot guarantee these times because of events outside of our control. When choosing an account base currency, other than the currency used in your debit or credit card, you may incur fees which are due to currency conversion or other charges; therefore, your refunded amount may vary slightly from the sum that you initially deposited in your account base currency. Please read the terms and conditions of the bank that you hold an account with regarding their charge policies in currency conversion. It is our policy to ensure that all withdrawals, either in part or in full of the funds you deposit with us are sent to the same source where the funds came from.

We reserve the right to accept or decline any funding or withdrawal request from you, depending on the payment method used. If we are unable to process a withdrawal based on your requested payment method, we reserve the right (but are under no obligation) to process the withdrawal using an alternative payment method selected at our sole discretion.



For more information about our accepted payment methods, please refer to our Website. For example, if a Client requests a withdrawal using a different method than the one used for the original deposit, the request may be rejected. In such cases, you may be required to withdraw funds via a payment method you have previously used.

4.2.5 When depositing funds via bank transfer, you must use your personal bank account at a bank located in the country of your permanent residence. This is a strict requirement imposed by Anti-Money Laundering (AML) legislation. An authentic SWIFT or transfer confirmation, indicating the origin of the funds, must be sent from your bank to us. If such SWIFT or transfer confirmation is not provided, the deposit may not be credited to your account and will be returned to your bank account. As established, any withdrawal of funds from your account will be refunded to the same bank account from which the funds were originally received. If we are unable to refund the funds to the same remitter and through the same payment method used for the initial deposit, we reserve the right (but are under no obligation) to process the refund using an alternative payment method selected at our sole discretion. The refund may also be made in any currency we deem appropriate, regardless of the currency in which the original deposit was made.

Under such circumstances, we are not responsible for any transfer fees or charges imposed by the receiving party, nor for any currency exchange rates that may apply to the transaction.

4.2.6.E-wallets payment methods: If you choose to deposit funds via e-wallets, you are bound by the rules and regulations of the respective service provider. You may also be subject to additional charges and other restrictions. Please review the terms and conditions of your service provider for detailed information.

For offline e-wallet payment methods, you must provide us with payment confirmation details of your deposit. Additionally, the approval of your Know Your Customer (KYC) documents for verification purposes, in accordance with our policy and applicable law, is required prior to making a deposit.

We will credit your account with the net amount received. Please note that, for legal and regulatory purposes (including compliance with Anti-Money Laundering (AML) rules), we may process withdrawals through a method other than the one used for the original deposit.

Furthermore, if you request to withdraw any profits through an e-wallet payment method, you will bear all associated charges.



4.2.7. Crypto wallet payment methods: If you decide to deposit funds via a crypto wallet payment method, you are bound by the rules and regulations of this service provider and the terms stated herein: a. Where you deposit funds via crypto wallet, you will not be able to make a chargeback claim against us in relation to that transfer, b. Where you deposit funds via crypto wallet, you will not be allowed to exchange the cryptocurrency offered, in any other currency including but not limited to fiat currency etc., c. You may also be liable to further TAXATION and other restrictions. Please read the terms and conditions of your service provider for further information, d. We will credit Please note that any withdrawal will be executed via the same facility you used for the original deposit, if required for legal and regulatory purposes (Anti Money Laundering rules). Please, further note that any profits will be returned to your crypto wallet, and you will bare all the charges, e. Where you wish to withdraw your funds, you must provide us with your Wallet Address. You acknowledge, understand, and agree that it is your responsibility to provide us with your Sterwen SA .

4.3. Trader Accounts Archiving (wt.Sterwen SA ONLY)4.3.1.

Automatic Archiving Conditions

Each Sunday, we perform automatic archiving of wt.Sterwen SA accounts that

login to the wt.Sterwen SA account exceeds 180 days).

- The account balance is 0.
- There are no open positions on the account.
- No trading activity has occurred during the inactivity period, including but not limited to:
 - No positions were closed.
 - No agent commissions were transmitted.
 - No deposits or withdrawals were made.

5. OUR CHARGES

5.1. Prior to entering into any transaction with the Company, please ensure you have understood and considered any and all applicable charges such as Spread(s), Rolling/ Renewal Fees etc. ("Charges"). It is your responsibility to ask for further clarifications should you require so. Any applicable charges are deducted from your Account(s) directly.

5.2. Charges may appear in other units, other than monetary such as spread which can vary depending on the instrument and market conditions. Spread cost is measured in pip value and you will be able to find the value of a pip across all of our instruments on our Website.



6. MARKETING/PROMOTIONS

6.1. The Company runs certain seasonal promotions related to its , from time to time. Each promotion is subject to its unique terms and conditions that you ought to read carefully each time before you participate. If you do not agree with part of the whole of the terms of each Promotion, you are strongly advised not to participate.

7. TERMINATION

7.1. Termination by the Client

If you wish to terminate this Agreement, you may do so at any time and for any reason, without penalty, by notifying us immediately in writing. Termination is subject to the condition that there are no open positions on your account and no outstanding obligations to us.

7.2. Termination by the Company

If we decide to terminate this Agreement, we may do so at any time and for any reason we deem necessary, by providing you with a minimum of 7 days' written notice. In this case, we will specify the termination date and close any open positions on your account.

However, if any of the events outlined in clause 7.3 occur, we may terminate our contractual relationship with you earlier or even immediately without notice.

8. UNAUTHORISED ACTIVITIES

8.1 Introduction. It is not permitted to use the services of the Company for an activity that is not authorised. In using the services of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorised Activity. Descriptions of unauthorised activities are listed below. (non-exhaustive list).

8.2 Unauthorised Activity' means any act, including but not limited to:

a. Money Laundering. The concealment of the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses. Evidence that would tend to show the potential of this would include depositing and withdrawing funds without trading, providing false contact information and providing false documentation.



b. Arbitrage. Arbitrage describes any trading result that is the outcome of actions that either eliminate the risk totally or significantly, usually abusing features provided by the Company.

c. Abusing Expert Advisors (EAs): Expert Advisors (experts) are programs in the terminal that have been developed in MetaQuotes Language 4 (MQL4) and/or in MetaQuotes Language (MQL5) used for automation of analytical and trading processes. Where we have reasonable grounds to believe that you have not acted in good faith, including, but not limited to where we determine that you have, willingly or not, abused the Expert Advisors (EAs) on Sterwen SA Non-Proprietary Platforms, then we reserve the right to take the appropriate actions as stated herein.

d. Use of Unsuitable Documentation.

Documentation Requirements

Every client is required to provide documentation verifying their identity and permanent residential address. Additionally, verification of a payment method, such as a credit card, may also be required.

Unsuitable Documentation

Unsuitable documentation includes, but is not limited to:

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- Documents with physical alterations or modifications made using a computer to photographs or scans.

f. Use of excessive leverage. Excessive leverage is the opening of a position that requires a margin that is nearly all of the free balance. This strategy significantly heightens the danger of the clients' account ending up in a sizeable negative balance.

g. Trading on off-market quotes. It is not permitted to conduct an activity involving the purchase of Financial Products of any price other than the market price at that instant.

h. Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an Sterwen SA . Any transactions that rely on price latency or price feed errors may be subject to intervention which includes the right to void any transactions which Sterwen SA has determined to be a result of any of these practices without prior notice sent to client.



11. EXCLUSION OF LIABILITY

11.1. You must be over 18 years of age, so as to enter into a contractual relationship with us.

11.2. You are aware that our services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third-party system. We cannot guarantee that the software and / or the system that we own, or we manage on behalf of a third party, is uninterrupted and error free or available at all times.

11.3. You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

11.4. In no event shall we be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, system, products and services, except as stated in this agreement.

12. INDEMNITY

12.1. You agree to indemnify us and hold harmless with regard to any loss, damage, liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.

12.2. Our indemnification to you or any third party concerned, in any proven circumstances, is limited to the amount of money you maintain deposited in your account with us, relating to the transaction where such liability arose.

13. RISK WARNING

13.1. We are required by law to inform you that trading is risky. There are various factors, such as the international prices volatility, which is very difficult to predict. Due to such volatility, in addition to the spread that we add to all calculations and quotes, no financial contract purchased, or other service offered on our Website (whether or not the pay-out exceeds the premium amount) may be considered as a safe trade.



9. INTELLECTUAL PROPERTY

9.1. All intellectual property of our proprietary platforms, products and services belongs to the Company. We allow you only the access and the use of the platforms for the performance of the trade transactions. Intellectual Property includes but it is not limited to any copyright on materials, the platforms, software, processes, source code, websites, patents, designs, databases, trademarks, methodology, know how, trade secrets, business plans, promotional and marketing material, in any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of this Agreement.

10. NON-EXCLUSIVE LICENSE TO USE THE PLATFORM

10.1. We grant you a non-exclusive and non-transferable license to access and use our proprietary platforms or third-party platforms that we manage, allowing you to benefit from our products and services.

You agree not to access or use our website, platforms, or applications (collectively referred to as the “System”) for any purpose not expressly authorized by this Agreement. Prohibited actions include, but are not limited to:

- Copying, merging, or transferring copies of the System;
- Leasing, sublicensing, distributing, or transferring the System;
- Adapting, upgrading, modifying, translating, or timesharing the System;
- Reverse engineering, disassembling, decompiling, altering, or amending any part of our Intellectual Property;
- Making variations, enhancements, or improvements to the System;
- Altering or amending any content in our online accounts or third-party accounts that we manage (or any part thereof);
- Using the System (or any part thereof) to store or archive, in any form, any pricing data or other data provided via the System, without our prior consent.

10.2. The non-proprietary platforms are the owned by third parties. Separate terms and conditions of access and use may apply.



14. SUSPENSION OF SERVICES

14.1. In the unlikely event that we may need to suspend our services, on both our proprietary and third-party platforms, we will terminate our relationship with you and subsequently close all open positions at pay-outs fair and reasonable at the time. Such pay-outs shall be determined by reference to the daily values published on our website that are related to the inter-bank. Further to the above information, we may impose, at our discretion, trading volume and other restrictions on your accounts.

15. DATA PROCESSING – PRIVACY POLICY – CONFIDENTIALITY

15.1. You may rest assured that we take all measures to ensure that the information you entrust us with will be treated as confidential. Your personal data that we require throughout our cooperation, is safely stored in our electronic systems, it is treated as CONFIDENTIAL, and it is protected by Data Protection laws. It is our policy not to disclose client information to non-affiliated third parties except with your consent or where required for legal or regulatory purposes.

15.2. By registering with, or accessing the Sterwen SA website, you consent to the collection, use and processing of your personal data.

15.3. We collect, use, disclose, store and process your personal data for the performance of our services as required by law. We use your personal data to provide you with the services you request through our Website and Platform so as to perform our contractual obligations related to those services. We the improvement of customer experience, promotional and marketing services (e.g. emails, social media, SMS), customer care, training purposes and administration matters. Such data is safely stored via physical or electronic means and procedural controls, and it is treated CONFIDENTIAL. We only collect personal data that is adequate and relevant for the purposes of our business and for a reasonable period of time as required by law. We never ask for more information that is required by law.

15.4. Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is (i) already available to the public, through no act or omission of the recipient or of any other third party owing an obligation of confidence to the receiver; (ii) rightfully received from a third party without any restrictions as to its use or disclosure; (iii) required to be disclosed pursuant to legal or regulatory requirement; (iv) required in compliance with tax regulations.