

TERMS AND CONDITIONS

This privacy policy (the “Policy“) explains how the STE Capital group (collectively “STE Capital“, “we” or “us” and each member of the STE Capital group for whose services you registered, the “STE Capital Entity“) collects, uses and discloses personal information through its websites, and other online products and services that link to this Policy, including any of the products and services detailed in the following paragraph (collectively, the “Services“) or when you otherwise interact with us.

The Services include providing: (i) the STE Capital social trading platform for investing in stocks & EFTs, cryptocurrencies and for CFDs trading which users can sign up for an account with ; (ii) any other site, web platform, mobile application or other service facilitated by any STE Capital Entity (any account described in (i)-(ii) being an “STE Capital Account” for the purpose of this Policy).

We encourage you to read the Policy carefully as it forms part of the relevant STE Capital Entity’s terms and conditions, terms of business, agreement with you and/or terms of use, as the case may be.

If you accept or agree to this Policy on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Privacy Policy and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Best execution

We are required to take sufficient steps to achieve the best possible result for you, on a consistent basis, when providing our Services. Our Best Execution and Order Handling Policy sets out the procedures that we follow as well as the relevant market factors that we take into account as part of our best execution obligation. This policy, which may be amended from time to time, forms part of our Agreement with you and is available on our website.

We understand that the best execution result is one that produces the best possible financial result for you, and that the "best possible financial result" is the best possible result in combination across all your trades. This means that some trades, taken individually, may experience different trading results based on the type of account they possess. Where we reasonably believe that it is in the overall best interest of all our clients, we may combine your order with our own orders or those of other clients, or we may split your orders. Best interests are not solely determined by price, and we also consider other factors, such as the speed of the trade and the likelihood of the trade being successful, to be important. Aggregation or splitting of orders may result in you obtaining, on some occasions, more favourable terms or prices, and, on other occasions, less favourable terms or prices than if your order had been executed separately.

We monitor the effectiveness of our Best Execution and Order Handling Policy on a regular basis to ensure that we consistently achieve the best results for you.

Closing or blocking access to your STE Capital account and/or Services

You can close your STE Capital account at any time by sending us an email. Your STE Capital account will be closed within seven days after we receive your email and reply to you with a confirming email. You may also close your STE Capital account via the settings section of our platform. Although you are allowed to close your account at any time in accordance with these Terms and Conditions, but not earlier than 10 (ten) trading sessions, performed with the Financial Advisor, who is designated to manage your trading account.

STE Capital trading account is considered closed upon the complete coverage of all the Financial obligations of the Beneficiary of the Trading account in regards to the STE Capital company.

The aforementioned financial obligations may include, but are not limited to: Additional Liquidity provided to the designated trading account (Company Loan), Bonuses, Commissions related to the trading account management, Spreads, Swaps, and Market fees.

Financial obligations related to the Beneficiaries of the Trading account may not be deducted from the trading account and have to be paid separately. Financial obligations may not be split into parts, as it may result in the faulty accountancy of the transferred amount with respect to the Financial Obligations.

In the context of the above-mentioned obligations of the Beneficiary of the Trading account, payment separately means payment of any Financial Obligation by the means of cryptocurrency transfer of the funds or by the means of the bank transfer to the designated payment details, which must be provided by the STE Capital. Failure to complete the transfer, which was stated by STE Capital, including but not limited to: the timeframes of the transfer, and the correct reference of the transfer may lead to the faulty accountancy of the transferred amount with respect to the Financial Obligations.

Fail to comply and follow the Financial Obligations coverage procedure from the side of the Beneficiary of the Trading account may result in additional fees or penalties as per current terms and conditions and binding legislative regulations of the European Union and European Economic Area. STE Capital, its subsidiaries, intermediaries, commissioners and employees are prohibited from performing any Financial Transactions on behalf of the Beneficiaries of the Trading Accounts. Any related violation is prohibited by Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or

terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU (Text with EEA relevance).

We will execute as well as close (as applicable) any orders which you have placed before requesting to close your account. We may, at our discretion, permit you to place new orders during the seven-day period, and will subsequently execute and/or close (as applicable) such orders before the seven-day period expires. You will need to pay the associated fees for any orders which we execute or close.

If you have open trades, you should close these trades. Otherwise, we will close all of your trades when we close your STE Capital account. If this causes you to lose money, we will not be responsible.

We may also freeze, block, or terminate our Services and/or your STE Capital account if:

- 1) we decide to stop providing you with Services;
- 2) we require you to provide us with information under clause 12 – "How to open, and
- 3) maintain your STE Capital account", and/or clause 38 – "Regulatory reporting", to enable us to comply with our obligations under Applicable Law and/or internal procedures, and you cannot or do not provide us with the information, or the information you provide to us is inaccurate, incomplete or misleading;
- 4) you breach the rules of trading stipulated by current Terms and Conditions.
- 5) an "Event of Default" occurs. That might happen for the following reasons:
 - (i) you fail to pay us within seven days, any fees, charges, and/or liabilities related to your STE Capital account;
 - (ii) we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Law (including but not limited to, market abuse, gaming the system);
 - (iii) you or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us. Misrepresentation may be, but not limited to failure to complete the source of funds check.

We will take reasonable steps to provide you with appropriate notice if we freeze, block, or terminate our Services and/or your STE Capital account. However, there might be times when we are required to freeze, block, or terminate our Services and/or your STE Capital account without telling you in advance. We will do this if we reasonably believe that there is a security or regulatory risk, you have breached the Agreement, there is an Exceptional Event, we are required to do so by Applicable Law or by a regulator, and/or there is an application, order, resolution or another announcement in relation to a winding up/bankruptcy in which you are involved.

Application of this Policy

For the purposes of applicable state and/or international data protection laws, the respective STE Capital Entity with whom you have registered is the “controller” of personal information collected through <http://stecapital.cc/>, other STE Capital group entities’ websites, widgets and other platforms (together the “Site”), and is the company to contact if you have questions about the use of your personal information. The Policy also applies to personal data about each authorized representative of a client and about other persons or entities where this personal data is collected in the course of providing the Services (such as directors of corporate clients).

Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you create an STE Capital Account, participate in any interactive features of the Services, fill out a form, participate in a contest or promotion, make a purchase, communicate with us via third-party social media sites, request customer support, or otherwise communicate with us.

When You Sign Up or Register for an STE Capital Account or Services

If you sign up for an STE Capital Account or other Services, we will collect basic information about you including your name, email address and telephone number. You may provide this information to us directly, or by signing in to your account/service with a third party, including without limitation, Facebook or Google (see “Information We Collect from Other Sources” below). We will use the information that we collect about you to:

- 1) Create and maintain your STE Capital Account;
- 2) Allow you to log in to STE Capital;
- 3) Contact you about your STE Capital Account and/or our Services (this may include marketing emails).

When You Provide Information to Build Your Profile

Once you have created an STE Capital Account, we will ask you to provide additional information to allow you to make use of certain functions. We will ask you to provide a copy of an identification document, such as a passport, residency permit, visa or national identity card, utility bill and such other documents as may be required by us in order to comply with our regulatory obligations and to verify your identity. Further details about the identification process can be found in the relevant STE Capital Entity’s terms and conditions, terms of business and/or terms of use or client/customer agreement, as the case may.

Please note that if you choose to provide additional information about yourself to complete your “Profile“, then the information we ask for may include your gender, date of birth, place of birth, addresses, nationality, national insurance number, social security number (or other governmental issued identification number), citizenship and residency status, Tax ID, and

information about your experience trading, education, source of income, investment aims and appetite, occupation, employer and employment position, annual income, investment portfolio, total cash and liquid assets and other details or questions as may be required in the Profile creation and the process may be amended by us from time to time.

It is optional for you to do so but for legal and regulatory reasons you will be unable to proceed to use certain features unless you provide further information.

We will use the information you provide in your Profile to:

- 1) verify your identity and carry out checks that we are required to conduct by applicable laws and regulations, including without limitation, “know your customer” (KYC), anti-money laundering, fraud, sanctions and politically exposed person (PEP) checks;
- 2) contact you on matters related to your STE Capital Account, including to request any additional information or documentation;
- 3) provide you with notices related to your STE Capital Account, general updates, market updates and other marketing materials, including about the Services offered by members of the STE Capital Group;
- 3) tailor the products and services offered through the Site to you, including without limitation, to perform any suitability or appropriateness assessments for using our services and/or products, such as our high-leveraged trading services and Social Trading Features;
- 4) assess your credit risk;
- 5) assess your risk score according to parameters determined by STE Capital;
- 6) assess whether you qualify as a professional client, wholesale client or other specific category of client;
- 7) maintain administrative records relating to our business;

You can update your Profile at any time by visiting the “Account” page in the Settings menu when logged into your STE Capital Account. We recommend that you update your Profile regularly, to ensure that the STE Capital functions offered to you are appropriate for your current circumstances. You further agree to update such information upon STE Capital’s request, if STE Capital considers the information provided as untrue, incorrect, incomplete and/or inconsistent with other information provided by you at any time. You acknowledge that we may rely upon such information and that you are responsible for any damages or losses which may result from any inaccuracies, including without limitation, the inappropriateness of our Services to your Profile. You do not have to complete your Profile and therefore do not have to provide the information; however, if you choose not to, we will be unable to offer STE Capital’s full functionality to you.

Acknowledgements, representations and warranties

You acknowledge, represent and warrant that:

- (i) you are over 18 years old, and have the capacity to enter into this Agreement;
- (ii) you are eligible to enter a legally binding agreement with us in accordance with the laws governing the jurisdiction applicable to you.
- (iii) you are solely and completely responsible for your own compliance with Applicable Law in your jurisdiction including, without limitation, to all exchange control restrictions that may be applicable to you and that you have obtained any necessary exchange control approval;
- (iv) you have all necessary consent and the authority to enter into this Agreement and /or use the Services;
- (v) if you are a body corporate, unincorporated association, trust or partnership you are validly existing in accordance with Applicable Law and have obtained all necessary consent and authorisations under your constitutional or organisational documents;
- (vi) except where we have agreed otherwise in writing, you act on your own behalf and not as the agent, attorney, trustee or representative of any other person;
- (vii) all information and documents that you supply is true, accurate, complete and not misleading;
- (viii) you are not an employee of any exchange, a corporation in which any exchange owns a majority capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company that trades in CFDs and/or the underlying assets held by you;
- (ix) our assessment of your use of the Services is performed on the basis of the information and documents provided by you and we may rely upon information and documents provided by you and we are not responsible for any damages or losses which may arise from any inaccuracies;
- (ix) you will only access and use our Services for your own personal benefit;
- (x) neither the entry into this Agreement, or use of the Services, nor the giving of any other instruction will violate any law, rule, or regulation applicable to you;
- (xi) all money that you use and invest through the Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority;
- (xii) you have not and will not upload or transmit any malicious code to the STE Capital platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the STE Capital platform or the Services. Also, you will use the Services offered by us pursuant to this Agreement honestly, fairly and in good faith.

When You Contact Us

If you contact us by telephone, email, post or use another function offered by STE Capital, such as the chat feature, we will collect any information about the communication and any additional information that you choose to give us. We will use this information to review, investigate and respond to any comment or question that you may raise. Please note that we record and retain all telephone calls and other communication with us and may use it in our dealings with you, including any dispute resolution or legal proceedings.

When the STE Capital User Invites You to Use STE Capital

Users of STE Capital can invite their contacts to sign up for an account with us. We only collect the email addresses of individuals that users choose to invite to join STE Capital and STE Capital only uses the email addresses for sending an invitation to the individual at the request of the existing STE Capital user.

Privacy when using digital assets and blockchains

Your use of digital assets may be recorded on a public blockchain. Public blockchains are distributed ledgers, intended to immutably record transactions across wide networks of computer systems. Many blockchains are open to forensic analysis which can lead to re-identification of transacting individuals and the revelation of personal data, especially when blockchain data is combined with other data.

As blockchains are decentralised or third-party networks which are not controlled or operated by STE Capital, we are not able to erase, modify, or alter personal data on such networks.

No transfers, which are being processed by the Blockchain network may be reversed, split, or changed (including but not limited to the: receiving wallet address, and amount of the transfer).

The Finance Department of STE Capital is obliged to guide STE Capital account holders on any questions related to cryptocurrency transfers. May any delays or complications related to the cryptocurrency transfer arise, STE Capital is responsible for guiding and advising STE Capital account holders on any matters related to the cryptocurrency transfers.

Regulatory reporting and disclosures

Where we are subject to reporting obligations under Article 9 of European Market Infrastructure Regulation No. 648/2012 on derivatives and all related delegated, supplementing or successive regulations EMIR, as amended ("EMIR") and under applicable CySEC rules, we have delegated certain reporting functions to a third party processor. In addition, you agree and instruct us to perform delegated reporting services for you, as we see fit, in accordance with EMIR. You agree to provide us information which we request to enable us to comply with our obligations under EMIR.

Where we are subject to report details of transactions and details about you to a regulator, pursuant to Regulation No. 600/2014 ("MIFIR"), also known as "transaction reporting", you agree to provide us information which we request to enable us to comply with our obligations.

The parties hereby expressly consent to the transfer of information to the extent required in order to comply with the reporting obligation in accordance with Article 9 EMIR and the applicable CySEC Rules. Such transfer of information will entail the disclosure of transaction data, including the portfolio data, the value determined for the transactions, the collateral posted and the identity of the parties. The disclosure shall be made to a trade repository, the European Securities and Markets Authority ("ESMA") and/or a delegated third-party processor. The trade repository or ESMA may pass such information to national supervisory authorities in countries where the data privacy laws do not afford the same protection as provided in the Republic of Cyprus.

We are hereby responsible for assisting you with any reporting obligations which you are required to carry out under Applicable Law. This includes, but is not limited to regulatory reporting, tax reporting, the reporting of the receipt or the payment of specific currencies. All the regulatory authorities' requests shall be forwarded to STE Capital, following that our company is responsible for your guidance and supervision in the aforementioned matters.