

Sarwa December 2025 Tiered Bonus on Trade Funding: These Terms and Conditions (the “Tiered Bonus Terms and Conditions”) apply to the Sarwa December 2025 Tiered Bonus on Trade Funding offer (“Offer”) provided by Sarwa Digital Wealth (Capital) Limited (“Sarwa”, “us”, “our”, “we”) to you, the user (“Client”, “you”, “your”), in relation to your Sarwa Trade account. Sarwa is a company incorporated and registered in the Abu Dhabi Global Market (“ADGM”) with company number 190037, whose registered office is Al Khatem Tower, ADGM Square Island, Abu Dhabi, United Arab Emirates, and is authorised and regulated by the ADGM Financial Services Regulatory Authority (“FSRA”). These Tiered Bonus Terms and Conditions contain important information regarding your participation in the Offer for your protection. You should read them carefully before participating. If you do not understand anything in these Terms and Conditions, please visit www.sarwa.co or contact us at hello@sarwa.co for further information.

For the purposes of these Tiered Bonus Terms and Conditions, the following terms shall have the meanings set forth below:

- **“Qualifying Deposit”** refers to the total new funds deposited into the Client’s Sarwa Trade account during the Offer Period, whether made through a single deposit or multiple deposits. Only deposits made within the Offer Period and corresponding to the applicable tier thresholds will be considered a Qualifying Deposit.
- **“Tiered Bonus”** refers to the bonus awarded based on the total Qualifying Deposit amount, as outlined in the Bonus Structure below.
- **“Balance”** is defined as the balance held in the Client’s Sarwa Trade account, which must remain at or above the Qualifying Deposit amount for a period of twelve (12) months following settlement of funds in order to avoid any bonus clawback.
- **“Offer Period”** is the duration during which this Offer is active, from December 15, 2025, to December 22, 2025, end of day UAE.
- **“Bonus Structure”** is as follows:
 - \$5,000 to \$10,000: \$50
 - \$10,001 to \$25,000: \$100
 - \$25,001 to \$50,000: \$250
 - \$50,001 to \$100,000: \$500
 - \$100,001 to \$500,000: \$1,000
 - \$500,001 to \$1,000,000: \$5,000
 - \$1,000,001 to \$5,000,000: \$10,000
 - Over \$5,000,000: \$50,000

1. Eligibility and Registration

- 1.1. The Offer is available to Sarwa clients who have received direct communication about the Offer via in-app notifications or email and have an active Sarwa Trade account in good standing.
- 1.2. To participate, Clients must sign up on the designated campaign landing page during the Offer Period and initiate a Qualifying Deposit of at least \$5,000 into their Sarwa Trade account within the Offer Period (December 15, 2025, to December 22, 2025, end of day).

- 1.3.** The Qualifying Deposit must be new funds transferred into the Sarwa Trade account. Transfers between Sarwa accounts (e.g., from Sarwa Invest to Sarwa Trade) do not qualify.
- 1.4.** This Offer does not apply to Joint Account Holders. Only individual accounts are eligible.

2. Tiered Bonus Requirements

- 2.1.** The Tiered Bonus, as outlined in the Bonus Structure, will be awarded to the Client upon meeting the Qualifying Deposit requirement and after funds have settled in the Sarwa Trade account.
- 2.2.** The Qualifying Deposit can be made via a single transfer or multiple transfers totaling at least \$5,000, initiated within the Offer Period. Funds may settle after the Offer Period, subject to verification.
- 2.3.** Tiered Bonuses are typically paid out within 30 days of the funds settling and eligibility being confirmed, subject to the safeguards outlined in Section

3. Payment Schedule and Conditions

- 3.1.** The Tiered Bonus will be credited in USD to the Client's Sarwa Trade account.
- 3.2.** Clients must maintain a Balance at or above the Qualifying Deposit amount on the Sarwa Trade account for twelve months following the settlement of the Qualifying Deposit. If a withdrawal or intra account transfer reduces the Balance below the Qualifying Deposit amount within this period, Sarwa may initiate a review and clawback process (see Section 4).

4. Safeguards Against Fraud and Abuse

- 4.1.** Sarwa has implemented safeguards to prevent fraudulent activity and ensure the integrity of the Offer:
 - 4.1.1.** Payout Verification: In cases of unusually high deposit activity, Sarwa may conduct additional verification to confirm legitimacy, which could result in a short delay in Tiered Bonus payouts.
 - 4.1.2.** Withdrawal Conditions: If a Client withdraws funds or conducts an intra account transfer to another Sarwa account (Invest or Save), reducing their Balance below the Qualifying Deposit amount in their Sarwa trade account within twelve months of the settlement date, and has received a Tiered Bonus, Sarwa may review the withdrawal/transfer to ensure compliance with these Terms and Conditions. If noncompliance or fraud is detected, the Tiered Bonus may be deducted from the withdrawal/transfer amount or recovered through other appropriate means.
- 4.2.** Clients who receive a Tiered Bonus must maintain the Balance requirement in Sarwa Trade account for twelve months after receiving the bonus. Failure to do so may result the bonus being deducted from their final withdrawal or pursued through additional recovery actions.
- 4.3.** In cases of suspected fraud, abuse, or attempts to game the system (e.g., creating multiple accounts, misrepresenting deposits, or redepositing funds to requalify), Sarwa reserves the right to revoke all Tiered Bonuses, withhold payouts, and take further action, including account closure.

5. Notification and Visibility

- 5.1.** Clients will be informed of the Offer details via in-app notifications or email. The campaign landing page will display the Bonus Structure and a sign-up form for participation.
- 5.2.** Sarwa may apply restrictions on who receives Offer communications.

6. Modifications and Disqualifications

- 6.1.** Sarwa reserves the right to amend, delay, suspend, or cancel the Offer at any time without prior notice, at its sole discretion.
- 6.2.** Sarwa may disqualify any Client from receiving or retaining a Tiered Bonus if fraudulent activity is suspected, such as withdrawing and redepositing funds to requalify or submitting false details.
- 6.3.** In the event of fraudulent or deceptive practices, including misrepresentation of deposit details or attempts to circumvent these Terms and Conditions, Sarwa reserves the right to claw back up any Tiered Bonuses disbursed. Clawback may be executed by deducting amounts from account balances, withholding withdrawals, liquidating assets and/or pursuing legal or remedial actions to recover the funds.
- 6.4.** Any modifications to these Terms and Conditions may be communicated to Clients via email, in-app notifications, or the Sarwa website as applicable.

7. Limitation of Liability and Disclaimers

- 7.1.** Sarwa shall not be liable for any indirect, special, or consequential losses arising from participation in this Offer.
- 7.2.** The Offer is provided "as is" without any warranties, express or implied. Sarwa does not guarantee that the Offer will meet any particular Client requirements.
- 7.3.** Participation is subject to all applicable laws and regulatory requirements within the Abu Dhabi Global Market (ADGM).

8. Dispute Resolution

- 8.1.** Any disputes arising out of or in connection with this Offer shall first be addressed through Sarwa's internal complaint resolution procedures, accessible via compliance@sarwa.co.

9. Tax

- 9.1.** The Referring Client and the Referred Friend are solely responsible for assessing, reporting, and paying any taxes that may arise from receiving Tiered Trade Bonus under this program. Sarwa does not provide tax advice, and clients should consult a qualified tax adviser if they are unsure of their tax obligations.

10. Force Majeure

- 10.1.** Sarwa is not liable for delays or failures to perform its obligations under these Terms due to events beyond its reasonable control, including natural disasters, cyberattacks, or regulatory actions

11. Miscellaneous

- 11.1.** These Terms constitute the entire agreement relating to the Tiered Bonus Terms and Conditions.
- 11.2.** If any provision is found invalid, the remaining provisions remain enforceable.
- 11.3.** Sarwa's failure to enforce any right or provision shall not constitute a waiver of that right or provision.

12. Governing Law and Jurisdiction

- 12.1.** These Tiered Bonus Terms and Conditions shall be governed by and construed in accordance with the laws of the Abu Dhabi Global Market (ADGM).
- 12.2.** Any legal proceedings arising from or related to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts within ADGM.

Acknowledgment

By participating in the Sarwa Tiered Bonus on Trade Funding Offer, you acknowledge that you have read, understood, and agreed to these Terms and Conditions, including the definitions provided herein.