

Sarwa Trade Asset Transfer Match Terms and Conditions

These Sarwa Trade Asset Transfer Match Terms and Conditions ("Terms") govern the 3% Match Offer ("Asset Transfer Match Offer") provided by Sarwa Digital Wealth Limited and its affiliates ("Sarwa," "we," "us," or "our"), 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, Abu Dhabi, United Arab Emirates, and is authorized and regulated by the ADGM Financial Services Regulatory Authority ("FSRA"). These Terms contain important information regarding your participation in the Asset Transfer Match Offer. You should read them carefully before accepting them. These Terms supplement Sarwa's Privacy Policy. In the event of any conflict between these Terms and other Sarwa terms and conditions, these Terms shall prevail for the purposes of the Asset Transfer Match Offer. By participating, you agree to be bound by these Terms.

Effective Date: 18 November 2025

Expiration Date: 2 December 2025

1. Overview of the Asset Transfer Match Offer

1.1 The Sarwa Trade Asset Transfer Match Offer ("Offer") provides eligible clients with a 3% bonus ("Match Payment") on qualifying transfers of assets or funds from another brokerage or investment platform to their Sarwa Trade account ("Qualifying Transfer"). The Match Payment is disbursed in 12 equal monthly installments over one year, subject to the conditions outlined herein.

1.2 The Offer is available only during the Offer Period defined between the Effective Date and Expiration Date and may be modified, suspended, or terminated by Sarwa at its discretion.

1.3 Participation in the Offer signifies agreement to these Terms, including the eligibility and balance maintenance requirements set forth below.

2. Definitions

For the purposes of these Terms:

"Transferred and Settled Assets" means assets that have been transferred, confirmed as received, and fully settled in the client's Sarwa Trade account.

"In-Kind Transfers" refer to the transfer of non-cash assets, valued at market value at the time of completion of transfer.

"Net Balance" is the total balance across all Sarwa accounts held by a client, which must remain above the total portfolio value transferred with a 10% buffer to accommodate withdrawals.

"Offer Period" means the duration between the Effective and Expiration Dates.

"Match Payment" refers to the bonus calculated as 3% of the total Qualifying Transfer amount, paid in 12 equal monthly installments.

"Qualifying Transfer" means a transfer of funds or assets from another brokerage or investment platform to a Sarwa Trade account that is initiated, received within the Offer Period, and successfully accepted by Sarwa in accordance with these Terms.

3. Eligibility

3.1 The Offer is open exclusively to clients transferring assets to Sarwa Trade from another brokerage or investment platform during the Offer Period.

3.2 To qualify, clients must:

- a) Register their intent by emailing hello@sarwa.co with transfer details during the Offer Period;
- b) Receive confirmation of registration from Sarwa within 30 days;
- c) Initiate a Qualifying Transfer of at least USD 20,000 (or equivalent in other currencies);
- d) Maintain their Sarwa accounts in good standing and comply with all applicable laws and regulations.

3.3 Each client may participate only once. Multiple registrations, or attempts to requalify by withdrawing and redepositing funds, are strictly prohibited and may result in disqualification from the program and/or clawback of any previously paid Match Payments.

4. Transfer Requirements

4.1 Clients must initiate a Qualifying Transfer of a minimum of USD 20,000 to their Sarwa Trade account during the Offer Period.

4.2 Sarwa reserves the right to assess the eligibility of both the originating broker and the assets being transferred and may reject and/or disqualify any transfer/s that does not meet its criteria.

4.3 Only Transferred and Settled Assets qualify. Cancelled, rejected, or incomplete transfers are ineligible.

4.4 In-kind transfers will be valued based on prevailing market value at the time of completion.

5. Match Payment and Conditions

5.1 The Match Payment equals 3% of the Qualifying Transfer amount and will be disbursed in 12 equal monthly payments over one year.

5.2 Payments commence within 30 days after full settlement of the Qualifying Transfer and will be made in USD.

5.3 Internal transfers between Sarwa products (e.g., Sarwa Trade and Sarwa Invest) are not considered withdrawals.

5.4 The client's Net Balance must remain above the transferred portfolio value plus a 10% buffer during the 5-year Retention period.

6. Retention Period

6.1 Clients must maintain the transferred and settled assets in their Sarwa Trade account for a minimum retention period of five (5) years from the date the Qualifying Transfer is fully settled ("Retention Period"). Any withdrawal of assets during the Retention Period may impact eligibility for the Match Payments as outlined in these Terms.

7. Clawback for Balance Reduction

7.1 If, at any time during the five-year Retention Period, the client's Net Balance falls below 90% of the total value of the Transferred and Settled Assets at the time of the Qualifying Transfer, Sarwa reserves the right to claw back any and all Match Payments previously disbursed. The clawback may be applied through deductions from the client's Sarwa account/s or by any lawful means available to Sarwa.

8. Compliance and Verification

8.1 All transfers are subject to Sarwa's KYC, AML/CTF, and source-of-funds verification in accordance with FSRA regulations.

8.2 Sarwa may request additional documentation to verify eligibility or compliance.

8.3 Sarwa reserves the right to refuse or reverse participation if regulatory requirements are not met, or if suspicious or fraudulent activity is suspected.

9. Fraud and Disqualification

9.1 Sarwa may disqualify any participant engaged in deceptive behavior, including misrepresentation of transfer details or submission of fraudulent documents.

9.2 Sarwa reserves the right to claw back any and all disbursed Match Payments through deductions from the client's Sarwa account/s or by any lawful means available to Sarwa.

10. Modifications and Termination

10.1 Sarwa may modify, suspend, or terminate this Offer at any time at its sole discretion.

10.2 Any updates to these Terms will be communicated via email or posted on Sarwa's website.

11. Data Protection

11.1 Sarwa collects and processes personal data in accordance with the ADGM Data Protection Regulations 2021 and Sarwa's Privacy Policy.

11.2 Personal data may be shared with third parties as necessary to process the transfer or meet regulatory obligations.

11.3 Sarwa implements technical and organizational measures to protect client data and will notify affected individuals and the ADGM Data Protection Office in the event of a data breach.

12. Limitation of Liability

12.1 Sarwa shall not be liable for any indirect, special, or consequential losses arising from participation in this Offer.

12.2 The Offer is provided "as is" without warranties, express or implied. Sarwa does not guarantee that participation will meet any client's specific expectations.

13. Dispute Resolution

13.1 Any disputes arising under these Terms shall first be addressed through Sarwa's internal complaints process.

13.2 If unresolved, disputes will be referred to mediation under ADGM rules.

14. Governing Law and Jurisdiction

14.1 These Terms are governed by the laws of the Abu Dhabi Global Market.

14.2 The ADGM Courts shall have exclusive jurisdiction over any disputes arising hereunder.

15. Force Majeure

15.1 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.

16. Notices

16.1 Notices related to this Offer will be sent to clients via email associated with their Sarwa account or through the Sarwa platform.

17. Miscellaneous

17.1 These Terms constitute the entire agreement relating to the Asset Transfer Match Offer.

17.2 If any provision is found invalid, the remaining provisions remain enforceable.

17.3 Sarwa's failure to enforce any right or provision shall not constitute a waiver of that right or provision.