

Software Licence Agreement and Terms of Service

Version 1.0 · Effective 30 September 2026

Steratrader Softwares Limited, Lagos, Nigeria · support@steratrader.com

This agreement is between Steratrader Softwares Limited (“SteraTrader”, “we”, “us”) and the business that subscribes to the platform (“you”, “the Licensee”). It governs the licence under which we supply the SteraTrader platform. Clause 8 provides that an unpaid invoice suspends your account automatically after seven days; please read it before accepting.

1. The agreement

These terms, together with the plan or order form you accept and any written variation signed by both parties, form the whole agreement between us. Creating an account, enrolling a business, or paying an invoice means you accept them. Where an order form and these terms conflict, the order form prevails for the matter it covers.

If you accept these terms for a company, you confirm you are authorised to bind it. The platform is licensed for business use only. It is not offered to consumers, and nothing here is intended to exclude a right a consumer would have that cannot be excluded.

2. What SteraTrader is, and is not

SteraTrader is software: a trading server, web and mobile terminals, a back office, a dealing desk, and an API. We license it to you and operate it for you.

We are not a broker, dealer, market maker or investment adviser. We do not hold client money, do not provide liquidity, do not execute trades for our own account, do not manage anyone’s portfolio and do not give investment advice. Every account on the platform belongs to you or to your clients. Your relationship with your clients, and your responsibility for it, is entirely yours.

3. The licence we grant

For as long as your subscription is active and paid, we grant you a non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the platform to operate your own brokerage or proprietary trading business, under your own brand where your plan provides for it, and to permit your employees and your own clients to use the terminals for that purpose.

No ownership in the platform passes to you. Rights not expressly granted are reserved.

4. What you may not do

- Copy, modify, decompile or reverse engineer the platform, except to the extent applicable law expressly permits and you have first asked us in writing.
- Resell, sublicense, rent or make the platform available to any third party as your own product, other than to your own clients under clause 3 or under a written reseller agreement with us.
- Remove, obscure or alter any proprietary notice.
- Probe, load-test, penetration-test or scan the platform without our prior written consent.

- Extract, redistribute or resell price data or market data obtained through the platform, except as your own agreement with the data source permits.
- Circumvent a usage limit, seat count, account cap or billing control.
- Use the platform to break the law, to abuse a market, or in breach of the rules of any regulator that applies to you.

5. Your account, your users, your settings

You are responsible for your account, for the credentials issued under it, for the staff and contractors you give access to, and for everything done under your account whether or not you authorised it. Tell us immediately if you believe a credential has been compromised. We may require multi-factor authentication for privileged access.

You configure your own trading conditions — leverage, margin requirements, stop-out levels, swap rates, spreads, symbol specifications, risk limits and negative balance treatment. Those are commercial decisions and their consequences are yours, including where a setting produces a loss for you or for a client. Test changes on a demo environment before applying them to a live one.

6. Your regulatory position

You are responsible for your own authorisation, registration and licensing, for client onboarding and identity verification, for anti-money-laundering and sanctions compliance, for the handling and safeguarding of client money, for your marketing and risk warnings, for your reporting obligations, and for your taxes. You warrant that you hold every permission your jurisdiction requires for the business you conduct on the platform, and that you will keep holding it.

We may suspend the platform immediately where we reasonably believe you are operating without a required authorisation, or in a way that exposes your clients or us to unlawful harm.

7. Fees

Your plan fee is payable monthly in advance unless your order form says otherwise. Usage-based charges are billed monthly in arrears. Fees are exclusive of value added tax, withholding tax, levies and bank or card charges, all of which you bear; if you are required to withhold tax, you will pay us the amount that leaves us with the sum we invoiced.

We may change our prices on 30 days' written notice, taking effect at your next renewal date. If you do not accept a price change you may cancel under clause 10 before it takes effect.

8. Late payment and automatic suspension

Invoices are payable by the due date shown on them.

If an invoice remains unpaid seven (7) days after its due date, your account and every environment under it are suspended automatically, without further notice from us.

Suspension withdraws access to the terminals, the back office and the API, for you, your staff and your clients. Your data, records and open positions are retained during suspension and are not deleted. We may charge interest on overdue amounts at 2% per month or the maximum the law allows, whichever is lower, and may recover the reasonable cost of collection.

We lift the suspension once payment has cleared. Where an account has been suspended more than once, we may require the arrears plus the following period in advance before reinstating it. If an account remains suspended for 30 days we may terminate this agreement under clause 11.

You accept that suspension for non-payment will affect your own clients' access to their accounts, that notifying them is your responsibility and not ours, and that you are responsible for any claim, complaint or regulatory consequence arising from a suspension caused by your non-payment.

Raising a chargeback or payment dispute against us instead of contacting us first is a payment default under this clause.

9. Refunds

Fees are non-refundable. This includes partial months, seats or accounts you stop using, environments you leave idle, and any period during which your account was suspended under clause 8.

We will refund a duplicate charge, or an amount we billed in error, within 14 days of being told about it. Set-up, migration, integration and custom development work is non-refundable once the work has started.

If we terminate for our own convenience under clause 11, we refund the unused part of any fee you have already paid, calculated pro rata to the day access ends.

10. Term, renewal and cancellation by you

The agreement begins when your environment is activated and runs for the period in your plan — monthly unless your order form says otherwise — renewing automatically at the end of each period.

You may cancel at any time by writing to support@steratrader.com from a contact authorised on the account. Cancellation takes effect at the end of the period you have already paid for, and no part of that period is refunded. Cancelling does not waive amounts already due.

11. Suspension and termination by us

We may suspend or terminate immediately, on notice, where:

- an invoice is unpaid beyond the seven-day point in clause 8;
- you are in material breach and have not put it right within 14 days of being asked;
- you are operating without an authorisation you are required to hold;
- we have reasonable grounds to suspect fraud, market abuse, or misuse of client money;
- your use presents a security or stability risk to the platform or to other licensees; or
- you become insolvent, enter administration or liquidation, or cease to trade.

We may also terminate for our own convenience on 60 days' written notice, with the refund described in clause 9.

12. What happens to your data when the agreement ends

Access ends on termination. For 30 days afterwards we will, on written request, make your data available to you in a machine-readable export. After that period we may delete it, except where we are required to keep it by law.

Taking and keeping your own copies is your responsibility, including any record your own regulator requires you to retain. We do not deal directly with your individual clients about their records; meeting your obligations to them is yours.

13. Data protection

Our privacy policy at steratrader.com/policy forms part of this agreement. As between us, you are the controller of your clients' personal data and we process it on your instructions in order to provide the platform. You must have a lawful basis for that processing and must give your clients the notices your law requires. Each of us will keep the other's instructions and personal data secure, and will tell the other without undue delay about a breach affecting it.

14. Market data, liquidity and other third parties

Prices, quotes and market data reach the platform from the liquidity providers, feeds and vendors you choose or that you instruct us to connect. We pass that data through. We do not warrant its accuracy, timeliness, continuity or fitness for any purpose, and we are not liable for a loss arising from a provider's data, outage, rejection, requote or price error.

Your agreements with those providers govern their terms, including any redistribution licence you need. The same applies to payment providers, messaging and email services and any third-party integration you enable.

15. Availability and maintenance

We aim to keep the platform continuously available but do not warrant uninterrupted or error-free operation. We schedule planned maintenance outside principal trading hours where practicable and give notice where practicable. Emergency maintenance and security patching may happen without notice.

Service credits and uptime commitments apply only where they are written into an order form signed by both parties.

16. Support

Support channels and hours are those stated in your plan. Support covers the operation of the platform. It does not extend to your commercial decisions, your risk configuration, your dealing, or the outcome of your clients' trading.

17. Intellectual property

We own the platform and everything in it: the software, its source code, the interfaces, the documentation, and the SteraTrader name and marks. You own your data, your own brand and your client relationships, and you grant us only the licence needed to host and operate the platform for you.

If you send us feedback or suggestions we may use them without obligation or payment. We may name you as a customer and use your logo for that purpose unless you tell us in writing not to.

18. Confidentiality

Each party will keep the other's non-public information confidential, use it only for this agreement, and protect it with at least reasonable care, for three years after disclosure. This does not apply to information that is public through no fault of the receiving party, was already known to it, is independently developed, or must be disclosed by law — in which case the disclosing party is told first where that is lawful.

19. Warranties and disclaimers

We warrant that we will provide the platform with reasonable skill and care, and that we have the right to license it to you.

Otherwise the platform is provided as is. To the extent the law allows, we exclude all other warranties, express or implied, including fitness for a particular purpose, merchantability, uninterrupted or error-free operation, and

any warranty that the platform will satisfy the requirements of a regulator that applies to you.

We give no warranty of any kind about trading outcomes. Trading leveraged products carries a high risk of loss. Your risk disclosures to your clients are yours to write and yours to stand behind.

20. Limitation of liability

Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited.

Subject to that, we are not liable for:

- loss of profit, revenue, anticipated savings, goodwill, clients or business opportunity;
- trading losses, slippage, margin calls, stop-outs or liquidations, however caused;
- loss or corruption of data, beyond restoring the most recent backup we hold;
- business interruption; or
- any indirect or consequential loss.

We are also not liable for a loss arising from your own risk configuration, your chosen liquidity provider or data feed, your clients' trading, your compliance failures, or a suspension under clause 8.

Our total liability for all claims in aggregate is limited to the fees you paid us in the twelve months before the event giving rise to the claim.

21. Indemnity

You will indemnify us against claims, losses, fines and reasonable legal costs arising from a third party — including your clients, your introducing brokers and any regulator or authority — in connection with your use of the platform, your trading conditions and configuration, your regulatory or AML failures, the content you publish, or a suspension under clause 8.

22. Changes

We develop the platform continuously and may add, change or withdraw features. We will not materially reduce the core functionality you pay for during a paid period without telling you.

We may change these terms. Material changes are published as a new version of this document and notified by email at least 30 days before they take effect. Continuing to use the platform after that date means you accept them; if you do not, you may cancel under clause 10 before they take effect.

23. General

Neither of us is the other's partner, agent or employee. You may not assign this agreement without our written consent; we may assign it to an affiliate or to a purchaser of our business. Neither party is liable for a failure caused by something outside its reasonable control, though that does not excuse payment. If a clause is unenforceable the rest stands. A delay in enforcing a right does not waive it. Notices go to the email addresses on the account and to support@steratrader.com.

24. Governing law and disputes

This agreement is governed by the laws of the Federal Republic of Nigeria. Before starting proceedings, each party will try in good faith for 30 days to resolve the dispute through its senior representatives. Failing that, the courts of Lagos State have exclusive jurisdiction.

Acceptance

Accepting this agreement electronically — by ticking the box on the SteraTrader enrollment form, or by creating an account or paying an invoice — has the same effect as signing it. Where a signed copy is required, complete the block below and return it to support@steratrader.com.

Licensee legal name

Company or registration number

Registered address

Authorised signatory (name)

Position held

Signature

Date

For and on behalf of Steratrader Softwares Limited: accepted on activation of the Licensee's environment.