STARTRADER

DEPOSIT & WITHDRAWAL POLICY

Version: 1.0

This Policy summarises the process of how STARTRADER manages deposit and withdrawal for its clients, and the terms and conditions governing the processes. This Policy forms part of our Client Agreement (which is also available on our website). Therefore, by entering into an agreement with STARTRADER, you are also agreeing to the terms of this Policy.

Deposits

1. Deposit Channels

1.1. Clients may fund their trading accounts via the STARTRADER Mobile App or Client Portal. While some deposit methods may result in immediate account crediting, others may be subject to verification and processing delays depending on the payment method, intermediary banks, or technical issues.

1.2. A complete and updated list of accepted funding methods (including bank transfers, debit/credit cards, and alternative payment solutions) can be found on the Deposit Page of the STARTRADER website.

2. Changes to Deposit Methods

2.1. Deposit facilities are subject to periodic review and may be updated to reflect evolving industry practices, regulatory obligations, or service provider availability. STARTRADER reserves the right to add, amend, or remove deposit methods without prior notice.

3. Company's Discretion

3.1. The Company retains the right, at its sole discretion, to restrict or discontinue specific deposit methods linked to a client's trading account. Such measures may be taken to mitigate risks of fraud, comply with anti-money laundering (AML) and counter the finance of terrorism requirements, or protect client and company interests.

4. Purpose of Deposit Facilities

4.1 Deposit facilities provided by STARTRADER exist solely for the purpose of funding trading activity within a client's trading account. This means that all funds deposited must be intended for, and ultimately used in, the execution and settlement of financial instruments or products available through STARTRADER.

4.2 Clients must not use their trading accounts or deposit channels as a substitute for personal banking services, remittance services, or as a means to facilitate non-trading transactions. In other words, deposits are not to be treated as a general money transfer service or a vehicle for moving funds between unrelated accounts.

4.3 Failure to comply with this provision may result in the rejection of deposits, reversal of transactions, suspension of account activity, or termination of the Client Agreement. STARTRADER retains the right to investigate any suspicious

funding patterns and to report such activities to the relevant authorities where required by law.

5. Name Matching Requirement

5.1. To ensure security, regulatory compliance, and the protection of client funds, all deposits must originate from a funding source (bank account, credit/debit card, or alternative payment account) that bears the exact same legal name as the registered trading account holder.

5.2. Deposits made from third-party accounts are strictly prohibited. This means STARTRADER will not accept funds from friends, relatives, business associates, employers, or any other unrelated party, even if the client provides consent.

5.3. If a deposit is received from a funding source with a name mismatch, STARTRADER will take corrective action, which may include:

- Rejection of the deposit at the point of processing.
- Reversal of the funds back to the original source of payment.
- Refund issued to the originating account, subject to applicable processing times and intermediary bank requirements.

5.4. Processing times for reversals or refunds may vary depending on the payment method, the client's bank, and any intermediaries involved. STARTRADER does not guarantee immediate return of such funds and will not be held liable for any delays or associated costs.

6. Joint Accounts

6.1. Deposits from joint bank accounts or credit cards may be accepted only if one of the account holders is the trading account holder. Such deposits remain subject to STARTRADER's review and explicit approval.

7. Verification of Funding Account Ownership

7.1. At the Company's sole discretion, STARTRADER may request proof of ownership of any funding source (such as a credit/debit card, bank account, or alternative payment account) before crediting funds into a trading account.

7.2. As part of this verification process, clients may be required to provide supporting documentation. For example, if depositing via credit or debit card, STARTRADER may request a scanned copy or photo of the card.

7.3. For security purposes, clients are required to redact the card number so that only the first six digits and the last four digits are visible (e.g., *2222 88[redacted] 1234*).

7.4. The cardholder's name and expiry date must remain clear and visible.

7.5. Failure to provide the requested documentation in a timely and satisfactory manner will result in the deposit being declined and the funds returned to the original source of payment.

8. Third party fees

8.1 STARTRADER is not responsible for any fees, charges, or deductions imposed by third-party banks, card issuers, payment processors, or other financial intermediaries in connection with the Client's deposits or withdrawals.

8.2 Such fees may include bank transfer charges (from both sending and receiving banks), intermediary or correspondent bank fees on international transfers, card processing costs, currency conversion charges where the funding currency differs from the account currency, or service fees from e-wallet and alternative payment providers.

8.3 These charges are beyond STARTRADER's control and will be borne solely by the Client. As a result, the net amount credited to the Client's trading account may be less than the amount initially sent, and likewise, the amount received by the Client upon withdrawal may be lower than the amount processed by STARTRADER. For example, if a Client initiates a USD 1,000 deposit, deductions by the sending bank and intermediary bank may reduce the credited balance to USD 970.

8.4 It is therefore the Client's responsibility to verify and account for any applicable charges with their bank or payment provider before initiating a transaction.

9. Fees Waivers

9.1. If STARTRADER elects, at its discretion, to waive or cover certain fees, this coverage will only apply to charges that are visible to us during the processing of the transaction. Such waivers may include, for example, internal processing fees or fees directly levied by STARTRADER's own payment providers.

9.2. However, any additional charges imposed by the Client's own bank, an intermediary or correspondent bank, or other financial institutions involved in the transfer process remain solely the Client's responsibility.

9.3. As these third-party fees are outside of STARTRADER's control, we cannot predict or reimburse them. Clients should therefore be aware that even where STARTRADER has absorbed part of the cost, the final credited or received amount may still be lower than expected due to deductions applied by other entities in the payment chain.

10. Processing Delays and Risks

10.1 STARTRADER will not be liable for any losses, including but not limited to auto-liquidation or forced liquidation of positions, that may arise as a result of delays in processing a Client's deposit.

10.2 Such delays may occur due to factors beyond STARTRADER's control, including bank processing times, payment provider procedures, verification requirements, or settlement delays.

10.3 Clients should note that funds are credited to a trading account only once they have been fully cleared and received by STARTRADER.

10.4 Pending or in-transit deposits will not be considered available for trading or for meeting margin obligations.

10.5 Accordingly, it remains the sole responsibility of the Client to ensure that sufficient cleared funds are maintained in their trading account at all times to meet ongoing margin requirements, avoid margin calls, and prevent potential liquidation of open positions.

11. Suspicious Trading or Funding Activities

11.1 If STARTRADER has reasonable grounds to believe that a Client is not acting in good faith, or is engaging in suspicious, irregular, or potentially fraudulent funding activity, the Company reserves the absolute right, at its sole discretion, to decline the deposit, freeze or void any related transactions, and, where deemed necessary, terminate the Client Agreement without prior notice.

11.2 Such actions may be taken in cases including but not limited to suspected money laundering, use of third-party accounts, attempts to conceal the true origin of funds, or funding behaviour inconsistent with normal trading purposes.

11.3 STARTRADER also reserves the right to report such activities to relevant regulatory or law enforcement authorities in compliance with applicable AML/CFT obligations.

Withdrawals

1. Withdrawal Requests and Processing

1.1. STARTRADER will process withdrawal requests upon receipt of a valid instruction submitted by the Client through the STARTRADER Mobile App or Client Portal. Clients must ensure that withdrawal requests are submitted accurately and in accordance with the procedures outlined on the platform.

1.2. While STARTRADER endeavors to process withdrawals promptly, Clients should note that not all withdrawals will be reflected in their receiving account immediately, as processing times may vary depending on the withdrawal method, the Client's bank or payment provider, intermediary banks, and any applicable verification checks. A full and updated list of available withdrawal methods, including their respective

processing timelines and any applicable fees, can be found on the Withdrawal Page of the STARTRADER website.

2. Withdrawal destination restrictions

2.1. In strict compliance with AML/CFT regulations, STARTRADER will only process withdrawals back to the original funding source that was used to deposit the funds. This means that if a Client deposited via a specific bank account, credit/debit card, or alternative payment account, withdrawals will be directed back to that same account.

2.2. At its absolute discretion, STARTRADER reserves the right to reject any withdrawal instruction that requests payment to a different, unrelated, or anonymous account, unless a valid reason is provided and supported by appropriate documentation. For example, if the original funding source is no longer available due to account closure or card expiry, STARTRADER may require verifiable proof before permitting an alternative withdrawal method.

2.3. Clients should be aware that additional information and documents may be requested at any time to verify the legitimacy of a withdrawal request. This may include bank statements, proof of account ownership, or other supporting documentation. Failure to provide satisfactory evidence may result in delays, rejection of the withdrawal request, or the return of funds to the original source.

3. KYC Verification Requirement for Withdrawals

3.1 Before any withdrawal request can be processed, the Client's trading account must be fully verified by STARTRADER, and all required Know Your Customer ("KYC") documents must be submitted, reviewed, and approved. This verification process typically includes proof of identity (such as a government-issued ID or passport), proof of residence (such as a utility bill or bank statement), and any additional documents requested by STARTRADER to meet regulatory obligations.

3.2 Withdrawal requests from accounts that have not completed the KYC verification process will be automatically declined until the outstanding documentation has been provided and approved. This requirement ensures compliance with the applicable AML/CFT laws, protects both Clients and STARTRADER against identity fraud or misuse of accounts, and ensures that funds are returned securely to their rightful owner. Clients are encouraged to complete the verification process promptly after account registration to avoid delays in future withdrawal requests.

4. Additional Information and Documentation

4.1 STARTRADER reserves the right, at its sole discretion, to request additional information and/or documentation at any time in order to verify the legitimacy of a withdrawal request. This may include, but is not limited to, proof of account

ownership, updated identification documents, bank statements, or other supporting records that help establish the lawful origin and destination of funds.

4.2 If a Client fails to comply with such requests, STARTRADER may reject the withdrawal request, reverse the transaction, or place it on hold until sufficient documentation is provided. Clients should be aware that STARTRADER is not liable for any delays in processing withdrawals that result from the need to obtain and review additional information, as these procedures are undertaken to satisfy applicable legal and regulatory obligations.

5. Withdrawal Processing Times

5.1 Withdrawals are generally processed by STARTRADER within 24 hours from the time a valid request is received and approved. However, the actual time for funds to reach the Client's receiving account will depend on the withdrawal method selected, as well as the processing times of the Client's bank, payment service provider, or any intermediary institutions involved. In most cases, Clients can expect to receive their funds within 1 to 7 business days.

5.2 While STARTRADER endeavors to process withdrawals promptly, the Company cannot be held liable for any delays in crediting funds that are caused by external payment systems, banks, or other third-party institutions beyond its control.

6. Bank Wire Withdrawals and Fees

6.1 Withdrawals via bank wire transfer typically require between 3 to 5 business days to be completed.

6.2 While STARTRADER does not impose any withdrawal fees of its own, Clients remain fully responsible for any charges levied by banks, intermediary banks, or other financial institutions involved in the transfer. Such fees will be deducted directly from the withdrawal amount before it reaches the Client's account. For example, an international bank wire transfer may typically incur a fee of USD 25, which will be deducted from the Client's withdrawal proceeds.

6.3 Clients are advised to check with their bank or payment service provider in advance to understand any applicable charges, as STARTRADER has no control over such costs and cannot reimburse them.

7. Withdrawal of Trading Profits and Excess Balances

7.1. Trading profits, as well as any account balance that exceeds the total amount of initial deposits, will preferably be refunded via bank wire transfer. This measure ensures that profits and excess funds are returned securely and traceably to the Client's verified bank account.

8. Source of Funds and Source of Wealth Verification

8.1. Clients acknowledge and agree that they may be required to provide information and/or supporting documents relating to the source of their funds and/or their overall source of wealth, either when submitting a withdrawal request or at any time upon STARTRADER's request.

8.2. Such documentation may include, but is not limited to, bank statements, payslips, business income records, tax returns, or other verifiable evidence deemed necessary by STARTRADER to establish the legitimacy of funds.

9. Suspicious or Improper Withdrawal Activity

9.1. If STARTRADER has reasonable grounds to believe that a Client is not acting in good faith, is engaging in suspicious or irregular withdrawal behaviour, or if processing such a withdrawal may result in a breach of applicable AML/CFT laws and regulations, STARTRADER reserves the absolute right, at its sole discretion, to decline the withdrawal instruction, void any related transactions, terminate the Client Agreement, and/or escalate the matter to the relevant regulatory or law enforcement authorities.

10. Accuracy of Withdrawal Instructions and Irrevocability of Transactions

10.1 Clients acknowledge and accept that STARTRADER does not guarantee the ability to recall, reverse, or amend a financial transaction once it has been processed.

10.2 Accordingly, it is the Client's sole responsibility to ensure that all withdrawal instructions, including destination account details (such as bank account numbers, IBANs, SWIFT codes, or payment provider information), are accurate and complete at the time of submission.

10.3 STARTRADER will not be held liable for any losses, delays, or misdirected funds resulting from incorrect, incomplete, or inaccurate withdrawal instructions provided by the Client. If funds are transferred to an unintended account due to such errors, recovery of those funds will depend entirely on the cooperation of the receiving bank or payment provider, and STARTRADER cannot provide any assurance of success.

11. Withdrawals and Margin Requirements

11.1 STARTRADER reserves the right to reject a withdrawal request if it has reasonable grounds to believe that processing the withdrawal would cause the Client's trading account to fall below the required margin levels or result in a deficit balance. This safeguard ensures that Clients maintain sufficient funds in their accounts to support existing open positions, meet ongoing margin requirements, and avoid forced liquidation.

11.2 Clients should therefore carefully consider the impact of any withdrawal request on their available margin and overall account balance before submitting instructions. It

remains the sole responsibility of the Client to ensure that adequate funds are maintained to support trading activity, cover margin obligations, and manage associated risks.

11.3 If a Client's free margin is insufficient to cover the amount requested for withdrawal, STARTRADER will not be able to process the request. In such cases, the Client will be notified and requested to either:

a. Close open positions in order to release additional margin, thereby increasing the available free margin; and/or

b. Submit a new withdrawal request for an amount that does not exceed the available free margin.

12. Withdrawals During Chargebacks or Investigations

12.1 STARTRADER reserves the right to reject or place on hold any withdrawal request if the Client's trading account is subject to an ongoing chargeback process, dispute, or any other pending investigation.

12.2 During such periods, withdrawals may be temporarily suspended until the chargeback or investigation is fully resolved. Clients will be notified of the status, and STARTRADER may request additional information or documentation to assist in the review process.

12.3 The Company will act in accordance with applicable legal, regulatory, and contractual obligations, and reserves the right to take any further actions deemed necessary, including restricting account activity, reversing transactions, or terminating the Client Agreement, where appropriate.

13. Third Party Payments

13.1 Third-party deposits and withdrawals are strictly prohibited. STARTRADER operates a "return to source" policy. For example, if funds were deposited using Card A ending in 1234, withdrawals can only be made back to Card A ending in 1234, whether as a partial or full refund, until the deposited amount is fully returned. The same principle applies to all funding options offered, including bank wire, credit/debit card, e-wallets, and alternative payment methods.

13.2 If, for any reason, funds cannot be returned to the original source, refunds will preferably be processed via bank wire transfer to an account in the name of the trading account holder.

13.3 If STARTRADER becomes aware of a payment made from a third party, the Company is entitled to reverse the payment, close any open positions, nullify any profits gained, and/or terminate the trading account. STARTRADER will not be liable for any losses resulting from a Client's breach of this Policy.

Additional Terms

14. STARTRADER covers the merchant fees for Neteller, Skrill, E-wallet, Alternative Payment Methods (APM's) and Credit Card deposits on behalf of our clients. Clients are expected in good faith to use the facility to deposit funds for the purpose of trading.

15. If Client deposits funds via Neteller, Skrill, E-wallet, Alternative Payment Methods (APM's) or Credit Card and subsequently requests a withdrawal of these funds with no trading (or minimal trading) on their account, STARTRADER reserves the right to charge the applicable merchant fees and/or a discretionary handling fee to the Client trading account upon their withdrawal. We will actively notify clients where we find suspicious activity. Recurring cases of abuse will result in account termination.

16. The Company does not accept clients under the age of 18. Any applications, deposits, or withdrawal requests submitted by individuals below this age will not be processed, and any accounts identified as being in breach of this requirement will be closed immediately in accordance with the terms of the Client Agreement.

17. This Policy cannot be exhaustive. Additional terms and conditions or requirements may apply at any time due to changing regulations and policies, including updates in the prevention of money laundering and counter terrorism financing. STARTRADER will perform a periodical review of this Policy. As such, this Policy may be amended from time to time at STARTRADER's sole discretion. The most up-to-date version of this Policy can be found on our website.