



**STERLING PAYMENT SERVICES LIMITED**

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**CLIENT ACCOUNT AGREEMENT**

Date: \_\_\_\_\_

This Client Account Agreement (the “Agreement”) is a legal agreement made by and between:

**Sterling Payment Services Limited**, duly registered under the laws of the Special Administrative Region of Hong Kong (“HK”) under company registration number 2445919 and authorized as a Money Services Operator under authorization number 17-02-02079 (hereinafter referred to as “Sterling” or “Financial Company” which expression shall include its successors in title and assigns), represented by Danny Huizink, the Director, acting under the Articles of Association,  
and,

\_\_\_\_\_, represented by \_\_\_\_\_, (hereinafter referred to as “Client” and which expression shall include its successors in title and permitted assigns)

This Agreement describes the terms and conditions that apply to Sterling and Client Relationship.

Now, therefore, the Sterling and the Client agree as follows:

**1. DEFINITIONS**

- 1.1. Unless otherwise provided herein, all terms and definitions used in this Agreement have the meanings as stated hereto. Unless the context otherwise requires, the following words and expressions in this Agreement shall have the following meanings:
- 1.2. **Applicable Law:** all laws (including the requirement of any regulatory authority) applicable to a party or to any transaction, Refund or otherwise for the time being in force in any jurisdiction. These include but are not limited to anti-money laundering, anti-bribery, data privacy, tax, and consumer protection laws.
- 1.3. **Account:** the result of registration in the computer system, during which personal data of the registered Client is saved, a login name is assigned and the rights of the Client in the system are defined.
- 1.4. **Agreement:** an agreement between the Client and Sterling which includes the present Client Account Agreement and any other conditions and documents (supplements, agreements, rules, declarations, etc.), including but not limited to the information on the websites, which is referenced in the present Client Account Agreement.
- 1.5. **Application for account opening:** a form submitted by Corporate Clients to Sterling subject to opening of an account directly or via third parties.
- 1.6. **Client:** a legal person or an undertaking that does not enjoy the status of a legal person but is acting in such capacity and is registered in Sterling’s system and holds an account. The Client must always be acting for purposes relating to his trade, business, craft or profession.
- 1.7. **Client’s representative:** a natural (private) person duly representing the Client.
- 1.8. **Authorized Representative:** the individual who has legal authority to bind the Client to this Agreement and/or the individual who has legal authority to make any amendments to this Agreement.
- 1.9. **Business Day:** a day other than a Saturday or Sunday on which banks are open for normal business in Hong Kong.
- 1.10. **Confidential Information:** any and all information disclosed in a manner clearly indicating its confidential nature or which, in the absence of such indication, would under the circumstances appear to a reasonable person to be confidential or proprietary. Such information shall include but not be limited to information relating to operations, plans, strategies (including but not limited to geographic expansion plans, target customer segment, the Client acquisition strategy, recruitment strategy, and corporate acquisition strategy), concepts, proposals, intentions, know-how, trade secrets, market information, copyright, and other intellectual property rights (whether registered or not), software, market opportunities, organization internal chart, corporate structure chart, details of customers and potential customers, details of competitors and potential competitors, business and/or financial affairs including any such information relating to, disclosed or provided by a group company. For avoidance of doubt, the fact that the parties entered into this Agreement and that the parties may disclose or may have disclosed information shall be Confidential Information.

- 1.11. **Disclosing Party:** the party disclosing or allowing access to any particular item of Confidential Information, or, where appropriate, the party to whom such Confidential Information relates.
- 1.12. **Intellectual Property:** means any and all of the following in any jurisdiction throughout the world trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing, copyrights, including all applications and registrations related to the foregoing, trade secrets and confidential know-how, patents and patent applications, websites and internet domain name registrations, other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).
- 1.13. **Personal Data:** any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.14. **Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 1.15. **Processing of Personal Data:** any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.16. **Recipient:** means in relation to any particular item of Confidential Information a party that receives or otherwise obtains such Confidential Information.
- 1.17. **Representative:** means any employee, officer, director of the Client legal entity and of Sterling and appointed lawyer(s), and statutory auditors, and an advisor with respect to whom a prior written consent of the Disclosing Party was obtained from the Recipient for sharing of the Confidential Information.
- 1.18. **Tariffs:** the tariffs of Sterling for the Clients specified in Annex 3 hereto.
- 1.19. **Maintenance fee:** a fee incurred by Sterling monthly published at the website.
- 1.20. **Principal policies:** policies are in use by Sterling as per requirements of applicable law, including: Ultimate Beneficial (UBC)), Suspicious Activity Reporting, Verification of Client Identity, Client Due Diligence, Know the Client (KYC), Customer Acceptance Policy (CAP), Customer Identification Procedures (CIP), Transactions Management, Risk Management, Wire Transfer Procedures, Financing of Terrorism Prevention (FTP), Anti-Bribery and Anti-corruption Policy, as well as FATF and OECD Recommendations.
- 1.21. **Introducing Agent or Introducer** is a firm with sufficient expertise and training appointed and trained by Sterling which presents Client's application and required documents.

## 2. THE SUBJECT OF THE AGREEMENT

- 2.1. Sterling is obliged, in case of relevant requirements of company policy and HK law, to provide the following services to the Client: account opening, maintenance of the account, transferring funds, converting funds, storing them in the account and other types of financial transactions.
- 2.2. The services for opening, maintenance of the account and making transactions for the Client hereunder shall be rendered by the Financial Company in accordance with this Agreement, applicable laws and regulations and Sterling's policies. Both Parties acknowledges that all documents required by the applicable legislation including documents and information allowed to duly identify the Client must be provided accordingly and the Client shall pay Financial Company's services in accordance with Agreement in the amounts and terms established by the Tariffs.
- 2.3. Sterling has the right to refuse the Client in providing service in case of:
  - at the initial consideration of application for account opening submitted by the Client, including through Introducer;
  - balance of Client's account(s) is negative or there are no activities or no funds deposited within 6 (six) months;
  - at the consideration of compliance applications submitted by the Client, including through Introducer;
  - Client does not abide by the applicable laws and Principal Policies.
- 2.4. This Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supersedes all prior agreements.

- 2.5. Sterling duties and obligations shall be determined by the express provisions of this Agreement and the documents referred to this Agreement, Sterling and the Client will be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied duties or covenants shall be read into any such document against Sterling or the Introducing Agent.
- 2.6. The subject matter of the paragraphs and any other conditions can be supplemented or amended by supplementary agreements. All appendices, supplements and amendments to this Agreement will be integral part hereof and be effective provided that they are in writing and signed by the authorized representatives of the Parties.
- 2.7. The Client specifically stipulates that accounts are corporate accounts for payment and everyday activity purposes and cannot be considered as deposit whatsoever. The interest shall not accrue to the balance of the Account under the conditions of this Agreement and applicable laws
- 2.8. The Client hereby gives its express consent for the processing, disclosure and submittal of all information and data concerning the Client and/or any of its affiliated persons (including but not limited to balance sheet data and other data relevant for risk assessment) which become known to the Financial Company within the context of the corporate relationship to the Client, or to any of its affiliated companies. This consent is extended only on the using information in accordance with the Financial Company's organizational procedures, on the requirements of governmental bodies governing the activities of the Financial Company, procedures for providing information by entities, which the Financial Company cedes the right of claim under the Agreement, on any domestic or foreign entities affiliated with Sterling.

### **3. FRAUD AND RISK CONTROL**

- 3.1. All transactions processed by Sterling can be screened by Sterling fraud and risk monitoring tools, which perform a number of checks on the transactions according to a series of risk settings and rules that Sterling determines and are required by Applicable Law.
- 3.2. Sterling fraud and risk monitoring tools do not guarantee the prevention of fraudulent Transactions. Regardless of the resulting fraud flags, Transactions may be fraudulent or non-fraudulent. Sterling are not liable to the Client for processing these Transactions.
- 3.3. Sterling reserves the right to change the risk settings and rules in case Sterling, at reasonable discretion on the basis of clear and objective indications, judge the existing ones to result in an unacceptable risk of fraudulent Transactions. Furthermore, Sterling has the right to add new risk and fraud features and/or checks or change the existing features or checks without prior notice.

### **4. FEES, TARRIFS AND PAYMENTS**

- 4.1. The tariffs, account opening fee and monthly maintenance fee are specified in Annex 3 hereto.
- 4.2. The Client may receive the special tariff offer, discount and other special conditions according to Annex 2 of the Agreement. The Annex 2 is valid only if it signed by both parties when signing this Agreement.
- 4.3. If the Client broke internal and compliance policies of Sterling, or the verbal/written agreements concluded with the sterling manager about the amount and type of the transaction, the discount and special tariffs indicated in the Annex 2 will be revoked by Sterling unilaterally.
- 4.4. If the service and commission is not indicated in the Annex 2 of the Agreement it means that service is provided according the usual prices determined in Annex 3.
- 4.5. After the expiration of the Term, indicated in the Annex 2 for the special offer, the tariffs become as determined at Sterling website.

### **5. VERIFICATION PROCESS**

- 5.1. The Client must pass the KYC process, primarily provide relevant data, such as: name, address, identification document (passport, ID, travel document), residence address, contact e-mail, contact telephone and other required information. After proper completion of registration, the Client receives the data needed to access its account. Sterling will send access links and passwords to the Client to its verified e-mail or telephone alongside with other instructions and description of services. Sterling may require the Client to amend or supplement the information and data previously provided. Sterling shall not be liable for any losses incurred by the Client as a result of using his data for access by third parties. In case of loss, theft or possible misuse of any data, the Client must apply to Sterling demanding the cancellation of the existing access data access and provide new data for access to his client account. The Financial Company will execute the cancellation of the access data without any undue delay.
- 5.2. Sterling considers beneficiary identity verification as its principal duty and main basis for complying with KYC, AML, PEP and other similar policies and laws. Sterling always requires such verification to

be conducted via licensed notary, well-trained Introducing Agent or other means as it sees fit, including personal visit to its offices in Hong Kong. Sterling requires a signature sample of beneficiary duly verified in accordance with laws, regulations and its policies.

- 5.3. Sterling shall always provide at least two levels of authentication which guarantee a solid and healthy reason to safeguard any access to account.
- 5.4. In order to abide by the applicable laws, regulations of Hong Kong National Bank, FATF/OECD recommendations and its policies, Sterling may appoint a law firm with good expertise and knowledge to conduct initial due diligence on new Client (its company, its corporate and beneficiaries).

## **6. ACCOUNT USAGE**

- 6.1. the Client sends to Company an order. The system informs the Client of the receipt of request by sending an appropriate message to the Client at his e-mail or telephone or through the interface of the website. The Client has time limit to complete the transaction once it has started. If not, the Client is being logged out from the Client's account. After the subject amount arrives into the online system it shall perform the transaction on the Client's account according to the payment order. If for some reason, the transfer cannot be carried out, the transaction is repeated as many times as necessary for the successful transfer. The Client has the right to cancel an incomplete payment, as well as check the status of the payment at any time through his account after logging in to the system. The payment is completed at the time of the transfer of amount from the system to the corporate partner's account via Sterling's corresponding account at another financial company according to payment order of the Client. Payments, payment orders and other transactions are accepted only through the interface of the website and are fixed by its software and hardware tools. In case of return of funds, tariffs fees are deducted from the funds, which have been transferred to the Client's account. In case of cancellation of the payment, which was caused by technical mistake or other malfunction of the online system, the tariffs fees are not deducted from the funds on the client account. Sterling has the right to refuse to provide the payment service, indicating the reasons for such refusal.
- 6.2. The Client has the right to demand to carry out the account transactions which include outgoing payments, incoming payments, currency exchange operations and internal transfer within Sterling to its another Client. If the Client requires a transaction, the amount of which is higher than the balance on the client account, the Company may refuse to comply with this requirement and inform the Client of such refusal. The maximum payment amount is regulated by Sterling's AML policy and applicable laws and regulations. Sterling provides the most streamlined process of acquisition, implementation and performance of transactions via its online system. The Client has the right to use it only for payment services specified in applicable laws and regulations.
- 6.3. The Client has the right to send or receive payments at any time. The replenishment of the account can be performed only in the way allowed by Company' policies and applicable laws. Financial Company provides the Client with the option to obtain information on the available balance on account at any time, using the application or the web interface, based on the Client's request. The provisions of this clause shall not affect the Client's right to require the closure of his account in the manner specified in this Agreement.
- 6.4. Sterling shall issue the Account statements to the Client in accordance with the actual condition of the said account.

## **7. DUTIES OF THE PARTIES**

- 7.1. Sterling will send the data and further instruction for the access to the Client's account to the e-mail address specified during the Client's registration. In the event of disputes with the Client, Sterling is obliged to prove that the transaction, which is the subject of the dispute, was not influenced by technical or other failure. Sterling will provide the Client with the option to check the transactions history and the balance of the amount stored on his account at any time through access previously provided. Sterling is responsible for the lost money, stored or transferred from the Client's account, as well as for the erroneous implementation of the Client's transaction, where such loss or faulty implementation of the transaction are the result of a malfunction of the system, instrument or other device, and it was not caused by provable conscious or unconscious actions of the Client.
- 7.2. The Client may use the Client's account only in compliance with Applicable Law and this Agreement. Particularly, it must observe all principles aimed at ensuring the security of money and financial transactions. The Client is obliged to inform Sterling in case of loss or theft, as well as in the case of any possible misuse of the access data, without any delay, and submit a request for new access data.

## **8. REVERSE EXCHANGE OF MONEY**

- 8.1 The Client may require a reverse exchange of money in accordance with the Tariffs and without the closure of his Client's account. The provisions of the Agreement governing the closure of client accounts, will apply with the appropriate changes. The reverse exchange of money can be made on the Client's order, submitted through the electronic form or through the site. In the case of reverse exchange, the Client pays to the Financial Company the expenses directly incurred in connection with such reverse exchange. First of all, the tariffs for the transfer of funds from the account of the Financial Company to the account of the Client. The amount of these fees will be deducted from the balance on the Client's account. The reverse exchange of money will be made within the deadline set for reverse exchanges on weekdays. The reverse exchange will be made by any appropriate and available means of transfer.
- 8.2 In the case of reverse exchange of money, as well as in the case of closure of the Client's account, Sterling is entitled to claim reimbursement of necessary expenses related to the implementation of these transactions. Hereunder, it is the amount of tariffs fees withheld by the payment during the transfer of funds, penalties caused by chargebacks, refund and fraud operations and tariffs fee of the online system. Sterling is entitled to receive the remuneration for services and penalties associated with the use of Client's account and the effected transactions, according to the price list, which is available at the site. The fees table for the services in its printed version is available at the office of the Financial Company.

## **9. NON-SOLICITATION**

- 9.1. During the term of this Agreement and for six (6) months following any termination of this Agreement, the Client will not, either directly or indirectly, on the Client own behalf or on behalf of the Client affiliates or others, solicit, divert or hire away, or attempt to solicit, divert or hire away any person who is (or was, at any time during the term of this Agreement or such one year period following) an employee of Sterling at the level of manager or above and/or who could materially damage the interests of Sterling. Notwithstanding the foregoing, it is understood that this employee non-solicitation provision shall not prohibit: (i) generalized solicitations by advertising and the like which are not directed to specific individuals or employees of Sterling; (ii) solicitations of persons whose employment was previously terminated by Sterling; or (iii) solicitations of persons who have terminated their employment with Sterling without any prior solicitation by the Agent.

## **10. TAXES**

- 10.1. Unless stated otherwise, all Sterling fees, charges and other payments to be made are exclusive of VAT, and any other applicable taxes or levies under any Applicable Law, for which the Client will be separately liable.
- 10.2. It is the Client responsibility to determine what, if any, taxes apply to the sale of the Client products and services and/or the payments the Client receive in connection with its use of the Service ("Taxes"). It is solely the Client and the Introducing Agent's clients responsibility to assess, collect, report, or remit the correct tax to the relevant tax authority. Sterling is not obligated to determine whether Taxes apply, and will not calculate, collect or remit any Taxes to any tax authority arising from any Transaction, and this liability remains strictly to the Client or to the Client's clients.

## **11. CONFIDENTIALITY AND FINANCIAL SECRECY**

- 11.1. The non-disclosure agreement (NDA) is determined in Annex 1 to this Agreement. The NDA is the integral part of the Agreement.
- 11.2. The Financial Company shall guarantee secrecy of Client's Account, secrecy of Client's operations, any information and data concerning the Client, subject to the Applicable Law and regulations

## **12. REMEDIES**

- 12.1. The parties to this Agreement acknowledge that in the event of an actual, impending or threatened breach of any term of this Agreement, damages may be an inadequate remedy and therefore, without limiting any other remedy available at law or in equity, an injunction, specific performance or other forms of equitable relief or monetary damages or any combination thereof shall be available to the non-breaching party without the need to give security or undertakings as to damages.

## **13. TERM AND TERMINATION**

- 13.1. This Agreement is effective upon the date the Client accepts these terms and conditions, by electronic means or otherwise, and except where explicitly agreed otherwise in the Agreement, the Agreement is entered into for an indefinite period until it is terminated by giving written notice.

- 13.2. Should neither Party notify the other in writing of this Agreement termination prior to its expiration by means of transfer the notice to other Party, this Agreement shall be deemed extended under same terms for each consecutive calendar year. The Client has the right to terminate this Agreement at any time unilaterally notifying the Financial Company with a written application about the Account closure and the Agreement termination.
- 13.3. The Financial Company has the right to terminate this Agreement unilaterally in case of operations absence and funds on the Client's Account during 6 (six) months, Client's dissolution or breach of applicable laws and Financial Company's policies.
- 13.4. **Cancellation of Account.** The Client has the right to terminate the Agreement with period of equal to 15 days counted from the first day after receiving the notice of termination. The Company will deactivate the Client's account at midnight of the last day of termination. Sterling has the right to terminate the account in accordance with this Agreement informing the Client accordingly. The period of termination is equal to 30 days counted from the first day of the calendar month following the date of delivery of notice. The Client's account will be closed at midnight, on the last day of termination. During the closure, Sterling deducts from the account balance the amount of payments made prior to the closure, tariffs fees for transferring money from the Client. However, the Company shall not be liable for any loss suffered by the Client as a result of loss of system access data provided to the Client, or for any damages resulting from criminal acts of third parties, or due to an error on the side of the Client, which took place during the payment order. Sterling reserves the right to block any relevant amount on the Client's account or deactivate the Client's account in case it has doubts about the origin of the money, the purpose of the transaction, unsettled payments and other concerns. Blocking the amount cannot be made without notice to the Client with reference to a law or regulation. Client must provide detailed information on its account in other financial Company within two months and Sterling shall send the remaining balance of Client's account to the said destination within specified period

#### **14. CHANGES TO THIS AGREEMENT**

- 14.1. Sterling may revise the Agreement (including Tariffs) from time to time by giving one (1) month's written notice via email of the Client \_\_\_\_\_@\_\_\_\_\_ ("Change"). If the Client does not notify Sterling of the Client's objections to the Change within one (1) month of Sterling written notice of the Change, the Client will be deemed to have accepted the Change. If the Client notifies Sterling of the Client's objections to the Change within one (1) month of Sterling written notice of the Change, the Agreement will be deemed terminated.
- 14.2. The Client is not entitled to object to and shall not have the right set out in this clause for any change, which Sterling implements in order to comply with Applicable Law. For such imposed changes shorter notice periods may be imposed.

#### **15. REPRESENTATIONS AND WARRANTIES**

- 15.1. The Client represents and warrants to Sterling that the Client shall not directly or indirectly, mischaracterize or disparage any of us, Sterling Representatives or Sterling Company; the Client shall not use the Services in connection with any illegal or fraudulent business activities; the Client is a validly organized and validly existing company in good standing under the laws where the Client principal office is located and shall inform Sterling immediately should this change; the Client has obtained and shall maintain any and all licenses, permits and registrations required under the Applicable Law to conduct the Client's business in all jurisdictions where the Client sells the Products/Services, and shall inform Sterling immediately should this change; the Client has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and will not violate any provisions of law, or conflict with any other agreement to which such party is subject; to the best of its knowledge, there is no action, suit or proceeding at law or in equity now pending or threatened by or against or affecting the Client which would substantially impair the Client's right to carry on the Client business as now conducted or adversely affect its financial condition or operations; the Client has never experienced excessive disputes, committed fraud, nor has the Client ever been terminated by a payment institution or asked to terminate its agreement with a payment institution; the Client directors, shareholders and ultimate beneficial owners have never been convicted of a criminal offence and are not currently subject of any investigation relating to any criminal offence, and the Client undertakes to inform Sterling immediately should this change; the Client's directors, shareholders and ultimate beneficial owners are not listed on any of any financial sanction lists, EU sanctions list, and U.S. Department of Treasury's Office of Foreign Asset Control SDN list, and the Client undertakes to inform Sterling immediately should this change.

#### **16. INDEMNITY, LIABILITY, LIMITATION OF LIABILITY AND SEVERABILITY**

- 16.1. The Client shall indemnify for and hold each one of Sterling harmless from any claim (including

- reasonable legal fees) brought against Sterling by any third party (expressly including the Client clients) arising out of: the Introducing Agent, or the Client employees' or agents' breach of the terms of the Agreement, the Introducing Agent, or the Client employees' or agents' breach of the Applicable Law.
- 16.2. the Client shall indemnify for and hold each of Sterling harmless from any losses related to Disputes, third party IP right infringements, and any other losses, claims, actions, injuries, liabilities, fines, penalties or expenses (including reasonable legal costs) arising out of or in connection with this Agreement.
  - 16.3. Sterling will only be liable for Sterling own acts or omissions and not for acts or omissions of third parties, except in case such events were caused by Sterling wilful misconduct or gross negligence.
  - 16.4. Sterling shall not be liable to the Client or any third party for any liquidated, indirect, consequential, exemplary, or incidental damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of this Agreement.
  - 16.5. To the fullest extent permitted by the Applicable Law, Sterling total liability arising out of or in connection with this Agreement, whether in contract or in tort, shall not exceed the total amount of the Fees in connection with the Client use or Client clients use of Sterling Services during the twelve (12) months period immediately preceding the event giving rise to the claim for liability.
  - 16.6. Nothing in this Agreement shall exclude or limit any liability of any party for fraud, death, personal injury or gross negligence.
  - 16.7. The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and, this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement remain in force.

## **17. MISCELLANEOUS**

- 17.1. The parties agree that the Agreement constitutes the entire agreement between them, and supersedes all other prior agreements, arrangements, understandings or representations between them, whether oral or written, other than any securities or written pledges, undertakings or assurances which the Client may have previously given to Sterling as a condition precedent in anticipation of the Agreement.
- 17.2. Each party to this Agreement warrants that it has not relied on any representations, arrangements, understanding or agreement (whether written or oral) not expressly set out or referred to in the Agreement. The only remedy available to any party in respect of any such representations, arrangements, understanding or agreement shall be for the breach of contract in accordance with the terms of this Agreement.
- 17.3. A waiver of any right or remedy under this Agreement or under Applicable Law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 17.4. A failure or delay by a party to exercise any right or remedy provided under this Agreement or under the Applicable Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or under the Applicable Law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5. Sterling shall be relieved from the obligations under this Agreement insofar as Sterling is prevented from undertaking the obligations under this Agreement by reason of force majeure. For this clause to apply, circumstances such as the following shall be considered as reasons of force majeure: fire, flooding, earthquake and other natural disasters; industrial actions; terrorism or vandalism (including computer virus and hacking); mobilisation; war; riots; civil unrest; requisition; sanctions, currency exchange restrictions; any law or any action taken by a government or public authority including without limitation failing to grant a necessary licence or consent; revolt; interruption or failure of utility service; and more generally circumstances beyond Sterling control and preventing Sterling to meet the obligations. This clause does not have geographical limitation and specifically includes among others force majeure events in Hong Kong.
- 17.6. It is expressly agreed that scanned documents signed by the electronic signature and sent via e-mail are valid and have the legal force on a par with their source documents.

## **18. GOVERNING LAW AND JURISDICTION**

- 18.1. The Parties establish the obligation of pre-trial settlement of the dispute by conducting an appropriate conciliation procedure: any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled under a pre-action protocol by arbitration in accordance with the Arbitration Rules of the Riga International Commercial

Arbitration Court in Riga on the basis of written documents (written procedure). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be the substantive law of HK.

18.2. Should the Parties fail to settle their dispute under a pre-action protocol, all disputes arising from this Agreement are subject to governance by applicable Court in Hong Kong.

18.3. Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), provided always that Sterling shall not be limited to the forum of Hong Kong for the enforcement of any judgment relating to this Agreement and shall have the right to bring the relevant action in any jurisdiction where the Client are incorporated or may have assets.

The Client and its Beneficiary herewith confirm that they are aware with the applicable laws, regulations and Sterling's policies. At the same time the Client become aware that if tariffs are stipulated by the Financial Company for providing agreed-upon services, the Client shall ensure their payment to the Financial Company

Hereby, the Parties acknowledge their agreement with this Agreement's Terms and Conditions.

**Date:**

**Sterling:** Sterling Payment Services Limited

**Representative:** Danny Huizink

**Signature:** \_\_\_\_\_

**Client:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_





## Annex 1 – NDA

### MUTUAL NON-DISCLOSURE AGREEMENT

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This Mutual Non-Disclosure Agreement (the “Agreement”) is a legal agreement made by and between:

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the “Effective Date”, by and between Sterling Payment Services Limited, duly registered under the laws of the Special Administrative Region of Hong Kong (“HK”) under company registration number 2445919 and authorized as a Money Services Operator under authorization number 17-02-02079, hereinafter known as "Party A", and

\_\_\_\_\_, hereinafter known as "Party B".

WHEREAS Party A and the Party B, hereinafter known as the “Parties”, have an interest in participating in discussions wherein either Party may share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party may include, but not be limited to, that Party’s: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party (“Recipient”) shall, for a period of 3 year from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party’s right to develop independently or acquire products without use of the other Party’s Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques

contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party;
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents;
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder;
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture or other similar relationship between the Parties.

7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

9. This Agreement shall remain in effect for a period of 3 years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

10. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of England and Wales without giving effect to any conflict of law's provisions thereof.

IN WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Date \_\_\_\_\_

**Party A's Signature** \_\_\_\_\_

Name: Sterling Payment Services Limited

Representative: Danny Huizink

**Party B's Signature** \_\_\_\_\_

Name: \_\_\_\_\_

Representative: \_\_\_\_\_



**Annex 2 – Special Conditions**

**Sterling Payment Services Limited**, duly registered under the laws of the Special Administrative Region of Hong Kong (“HK”) under company registration number 2445919 and authorized as a Money Services Operator under authorization number 17-02-02079 (hereinafter referred to as “Sterling” or “Financial Company” which expression shall include its successors in title and assigns), represented by Danny Huizink, the Director, acting under the Articles of Association,  
 and,

\_\_\_\_\_  
 \_\_\_\_\_,  
 represented by \_\_\_\_\_, (hereinafter referred to as “Client” and which expression shall include its successors in title and permitted assigns) have decided to conclude these special conditions in addition to the terms of the Main Agreement:

1. This Addendum is an integral part of the Client Account Agreement (hereinafter the Main Agreement).
2. The terms in this Annex have priority if they contradict with the terms of the Main Agreement.
3. If the tariffs, fees and deposit are not mentioned in this Annex, then they remain in accordance with the terms of the Main Agreement.
4. The Client has the following special conditions fees:

Business Accounts Fees (€, \$, £, ¥)	% turnover
Incoming payments	_____ %
Outgoing payments	_____ %

5. Opening account fee - \_\_\_\_\_ ( \_\_\_\_\_ ) EUR.  
 Monthly maintenance fee - \_\_\_\_\_ ( \_\_\_\_\_ ) EUR.

**Date:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Sterling:** Sterling Payment Services Limited

**Representative:** Danny Huizink

**Signature:** \_\_\_\_\_



**Client:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

