ORDER EXECUTION POLICY

This **Order Execution Policy** *("Policy")* establishes the legal and operational standards under which all instructions submitted by clients *("Clients")* are received, processed, and executed by the Company. This Policy is designed to promote the principles of transparency, procedural fairness, and the protection of Client interests in varying market conditions. By engaging in trading activities via the Company's platforms, the Client acknowledges and consents to the terms and procedures set forth herein.

SECTION 1: GENERAL SCOPE AND APPLICABILITY

1.1 This Policy applies to all financial instruments made available within the Company's proprietary electronic trading environment. Clients understand and accept that the submission of trade instructions inherently involves risks such as market volatility, system latency, price deviations, and possible execution delays.

1.2 The Company acts as the exclusive execution venue for all Client transactions. Accordingly, no Client orders are routed to external exchanges, liquidity venues, or third-party execution providers. All trades are executed on an internalized basis.

1.3 Orders submitted by Clients are categorized as either **Market Orders**, which are executed at the best available price at the time of processing, or **Pending Orders**, which are contingent on specific price or market conditions being met. The Company reserves the right to apply internal risk controls, latency buffers, or algorithmic filters to ensure orderly execution and system stability.

SECTION 2: PLATFORM ACCESS AND ORDER SUBMISSION

2.1 Upon successful account registration, the Client shall be provided with unique credentials to access the Company's electronic trading system. The Client bears sole responsibility for maintaining the confidentiality and security of these credentials and for any activity conducted thereunder.

2.2 In exceptional and duly authorized circumstances, the Company may accept trade instructions via alternative communication channels, including but not limited to email. All such

instructions must be clearly documented, authenticated, and confirmed in writing. Authorization for such non-standard submissions remains entirely at the discretion of the Company.

2.3 Only orders accurately completed and transmitted through the designated platform will be deemed valid. All transactional activity—including entries, modifications, confirmations, and cancellations—will be electronically recorded. Clients may request a ledger of such records for verification purposes, subject to applicable data retention policies.

SECTION 3: TRADE EXECUTION PRINCIPLES AND RISK DISCLOSURES

3.1 Execution prices are subject to change due to dynamic market activity. Prices quoted at the moment of submission may differ from actual execution prices due to real-time fluctuations or limited liquidity. The Company does not assume liability for price differentials attributable to market conditions.

3.2 Clients must ensure the accuracy of all trade specifications, including direction (buy/sell), volume, entry levels, stop-loss and take-profit thresholds. The Company will not retroactively amend trades arising from Client errors.

3.3 Clients may define expiry parameters for pending orders (e.g., "Good for Day", "Good Till Cancelled"). Such expiry terms must be clearly specified at the time of order placement.

3.4 To manage operational and market risk, the Company may, in coordination with liquidity partners, enforce limitations on order size, frequency, and permissible order types. Orders breaching such thresholds may be rejected without prior notice.

3.5 The Company may adjust spreads, leverage ratios, or the availability of specific instruments without notice in response to changing liquidity conditions, technical disruptions, or extraordinary market events. Such changes shall take effect immediately and apply to both open and future positions.

3.6 Clients are responsible for the ongoing supervision of their positions, including compliance with margin requirements. Although the Company may issue margin alerts, such notifications are discretionary and non-binding.

3.7 Slippage, gaps, and other execution variances may occur during periods of high volatility. Clients acknowledge the possibility of trades being filled at levels materially different from the requested price, resulting in realized outcomes that may deviate from expected performance.

3.8 The Company reserves the right to delay, reject, or cancel any order that poses undue risk, is non-executable under prevailing market conditions, or is submitted during platform or market anomalies.

3.9 Where applicable, minimum volume thresholds established by the Company or its liquidity partners must be satisfied. Failure to meet such criteria may result in partial execution, rejection, or cancellation of the order.

3.10 All derivative positions will be automatically closed upon expiration of the corresponding underlying contract. Trades executed within abnormally short holding periods—typically less than ten (10) minutes—may be reviewed or voided unless expressly permitted by arrangement with the Company's liquidity providers.

3.11 The performance of executed trades shall be assessed on a net basis after the offsetting of gains and losses. Amendments or reversals post-execution are not permitted, except in the event of manifest error and only with the Company's express written consent during active trading hours.

3.12 Order modification or cancellation requests submitted during volatile periods (e.g., market open/close) may be denied, particularly if the trade has entered execution status.

3.13 The Company may restrict or void trading activity due to technical failure, suspected misuse of the trading environment, insufficient margin, or any breach of contractual obligations by the Client. In such instances, the Company may act without prior notice to preserve market integrity and legal compliance.

SECTION 4: ACCEPTANCE, UPDATES, AND ENFORCEMENT

4.1 By initiating orders through the Company's platform, the Client affirms their full understanding and acceptance of the provisions contained herein, and agrees to maintain responsive communication with the Company throughout the duration of their trading activity.

4.2 This Policy is subject to amendment at the Company's discretion. Any modifications shall be deemed effective upon publication on the Company's official website. Continued use of the Company's services shall constitute binding acceptance of the updated terms.

4.3 The Client understands and accepts that access to the Company's trading platform may occasionally be disrupted due to scheduled maintenance, system outages, cyber incidents, or events beyond the Company's control. While the Company undertakes to provide reasonable

notice of planned disruptions, it shall not be liable for losses arising from unanticipated outages, except where such loss is directly caused by gross negligence or willful misconduct.

SECTION 5: DISPUTE RESOLUTION MECHANISM

5.1 In the event that a Client disputes the execution or outcome of a transaction, the Client must notify the Company in writing within five (5) business days from the date of the disputed event. Such notification shall include full details of the transaction(s) in question, including timestamps, order identifiers, and a clear description of the issue encountered.

5.2 All complaints must be submitted through the official communication channels designated by the Company and accompanied by any supporting documentation necessary for verification and investigation.

5.3 The Company shall acknowledge receipt of the complaint within **five (5) business days** and endeavor to investigate and respond within **fourteen (14) business days**, unless extended due to the complexity of the matter or the need for third-party input.

5.4 Should the dispute remain unresolved after the internal review process, the Client may escalate the matter to an external dispute resolution body, arbitration panel, or competent regulatory authority, as applicable under the governing laws of the jurisdiction in which the Company operates.

5.5 The Company's records, including platform logs and communications, shall constitute conclusive evidence in any dispute, unless the Client can establish material inaccuracies or errors.

SECTION 6: CONFIDENTIALITY AND DATA PROTECTION

6.1 The Company is committed to protecting the confidentiality of all Client data and transaction records in accordance with applicable data protection and privacy legislation.

6.2 Client order flow, account information, and trade history shall be stored securely and used exclusively for the purpose of trade execution, compliance, risk management, and service improvement. No Client data shall be disclosed to third parties without the Client's prior written consent, except where required by law, regulation, or court order.

6.3 All trade-related data transmitted via the platform is encrypted and anonymized where appropriate, including during aggregation for internal analytics or liquidity sourcing.

6.4 The Client undertakes to keep confidential all non-public information, proprietary features of the trading platform, and any data or materials provided by the Company that are marked or reasonably understood to be confidential.

6.5 Breach of confidentiality or unauthorized use of the Company's proprietary systems, trade data, or platform tools may result in the immediate suspension or termination of Client access, in addition to potential legal action.