

POLICY ON CFD TRADING TERMS AND ORDER EXECUTION

1. CFD Trading Hours and Order Management

- 1.1. Clients may place, execute, modify (where permitted), or cancel orders during the official trading hours for each CFD as listed on the Company's Website or Trading Platform. If an order is not executed during the current session, it will remain active into the next applicable trading session.

Open spot positions will automatically roll over to the next business day at market close, unless the Company exercises its right to close the position. Similarly, forward positions will roll over to the next relevant period upon expiry, subject to the Company's discretion.

- 1.2. The Company is not obligated to execute orders outside of the normal trading hours specified on its website.
- 1.3. Orders will remain valid based on the type and duration specified by the Client. If no expiration time is set, the order will remain valid indefinitely. However, the Company reserves the right to delete any or all pending orders if the Client's account equity reaches zero or for other justified reasons.
- 1.4. Orders cannot be modified or cancelled once a trade confirmation has been issued, the order is executed or in the process of execution, or if the market is closed. Additionally, Sell Limit and Take Profit orders cannot be changed or removed once the market price reaches the execution level.
- 1.5. Clients may update the expiration date of pending orders at their discretion.

2. CFD Pricing and Quote Management

- 2.1. The Company provides Quotes based on the price of the relevant Underlying Asset. However, these Quotes may not reflect a fixed percentage or direct correlation to the actual market price. When the Underlying Market is closed, the Company will determine the Bid and Ask prices at its sole discretion, based on what it considers to be the current market value.
- 2.2. Quotes shown on the Trading Platform or Client Terminal are indicative and may not reflect real-time market prices. This can be due to factors beyond the Company's control, such as internet speed, data transmission delays, and rapid market movements. While the Company strives to update Quotes promptly, stale pricing and slippage may occur.
- 2.3. If the Company is unable to execute an Order due to price, size, or other reasons, it may issue a re-quote with a new price it is willing to offer.
- 2.4. The Company will remove any erroneous Quotes (also known as "Spikes") from its Trading Server's Quote database.
- 2.5. The Company reserves the right not to provide Quotes or execute Orders if the price of the Underlying Asset becomes negative.

- 2.6. Quotes displayed on the Trading Platform or Client Terminal are derived from multiple third-party sources and may not match prices seen elsewhere, including other trading platforms. All displayed prices are indicative and subject to continuous change.
- 2.7. Clients are responsible for monitoring market prices, account positions, and pricing data through the Trading Platform and Client Terminal. While the Company may offer tools, alerts, and third-party resources to assist with trading, these are provided “as is” and without guarantee. The Company is not liable for any losses resulting from reliance on these tools or their unavailability.
- 2.8. In cases of market pricing uncertainty, such as missing data from providers, wide or inverted spreads, negative prices, or inconsistent pricing across liquidity sources, the Company may take protective measures. These include widening spreads, limiting execution types, or temporarily suspending pricing. The Company will use reasonable efforts, including sourcing from multiple providers and automated systems, to maintain accurate pricing. However, it is not liable for losses caused by such market conditions, except in cases of negligence or intentional misconduct.

3. Leverage and Margin Requirements

- 3.1. The Company reserves the right to adjust the leverage on a client’s trading account, either increasing or decreasing it, without prior notice, in accordance with the conditions outlined on the Company’s Website.
- 3.2. Any automatic change in leverage, whether initiated by the Company or requested by the client through their personal area, will result in a recalculation of the margin requirements for all open positions in the Client’s account.
- 3.3. The Company may take the following actions:
 - i. Reduce leverage to a maximum of 1:200 three (3) hours before market close ahead of weekends or public holidays, if the current leverage exceeds this level. This adjustment will apply to any new positions opened during that time frame.
 - ii. Limit the available leverage or increase margin requirements in advance of major macroeconomic events or news releases that could significantly impact financial instrument prices.
- 3.4. Information regarding leverage changes will be available in the Client’s Personal Area. In the event of any discrepancy between the Website and the Personal Area, the information in the Personal Area will take precedence.

4. CFD Financing Charges

- 4.1. Certain CFDs offered by the Company may incur a daily financing charge. The applicable financing charges vary depending on the type of CFD and are outlined in the Contract Specifications available on the Company's Website or Trading Platform.

5. Swaps and Swap-Free Accounts

- 5.1. Swaps are calculated based on the Contract Specifications available on the Company's Website or Trading Platform.
- 5.2. Swap amounts below 0.01 units in the Client's account currency will not be credited. Swap rates may change daily and could be subject to additional adjustments depending on the Underlying Asset.
- 5.3. The Company reserves the right to update Swap rates for any Underlying Asset at any time, with or without prior notice. Updated rates will be published on the Company's Website or Trading Platform. It is the Client's responsibility to monitor applicable Swap charges.
- 5.4. The Company may offer Swap-Free Accounts for all or selected Underlying Assets. No Swap charges apply to these accounts or assets. The Company may modify the list of eligible assets at its discretion.
- 5.5. Not all account types qualify for Swap-Free status. Only those specified on the Website or Trading Platform may be eligible, subject to the Client meeting the necessary criteria. The Company may revise eligible account types or assets at its sole discretion.
- 5.6. If a client holds a Swap-Free Account, no overnight Swap or rollover charges will apply. Any applicable charges will be listed in the Contract Specifications or on the Company's Website or Trading Platform.
- 5.7. All other terms of this Agreement apply to Swap-Free Accounts, except those specifically related to Swaps.
- 5.8. Clients with Swap-Free Accounts must not hold floating positions for extended periods solely to generate profit. If such behavior is detected, the Company may apply Swap charges retroactively.
- 5.9. The Company may cancel, amend, or terminate a Client's Swap-Free status or Swap-Free levels at any time, without prior notice and without liability.
- 5.10. The Company may enable or disable Swap-Free trading on a Client's account at its discretion, especially if it believes the Client's strategy poses a risk to the trading system or involves misuse of trading conditions.

5.11. If the Company identifies abuse, fraud, or manipulation involving a Swap-Free Account, it may take any of the following actions:

- i. Revoke Swap-Free status and apply relevant Swap charges.
- ii. Recover any unaccrued Swap charges or related costs.
- iii. Close all trading accounts, cancel trades, and nullify profits or losses.
- iv. Modify trading conditions or restrict trading activity.

6. Lot Sizes

A standard lot represents the primary unit of measurement of each CFD offered by the Company. Depending on the product and trading conditions, the Company may also offer micro-lots and mini-lots. The availability and definitions of these lot sizes are outlined in the Contract Specifications or on the Company's Website.

7. Other Trading Terms

- 7.1. The Company may, at its sole discretion, offer customized trading conditions or benefits to Clients. These may be communicated directly to the Client, published in the Client's Personal Area, or made available on the Company's Website. The Company reserves the right to modify, suspend, or withdraw such customized conditions at any time, particularly in cases of suspicious activity, use of prohibited trading techniques, or account default. The Company shall not be held liable for any resulting losses or consequences.
- 7.2. The Company also reserve the right to amend the Contract Specifications for all or selected clients at any time, with or without prior notice. The Client further acknowledges and agrees that it is his/her sole responsibility to review the Contract Specifications before and after placing any order with the Company.
- 7.3. The Client acknowledges and agrees that it is his/her sole responsibility to review the Agreement before signing and that there is no limitation in time in assessing the relevant terms and conditions before entering the Agreement. The Client acknowledges that regardless of when they initiate the termination request following the opening of the account, the Company is not liable to refund any funds lost or spent during trading, except for the balance available for withdrawal at the time when termination becomes effective.

8. Corporate Actions, Adjustment Events and Insolvency

- 8.1. A Corporate Action or Adjustment Event may occur in relation to the underlying asset of a CFD.

- 8.2. If a Corporate Action or Adjustment Event occurs, the Company may take appropriate action (in its reasonable opinion) to:
- i. replicate this in the Order or Transaction;
 - ii. reflect any action taken by counterparties to trade in respect of such underlying assets of the CFD that the Provider has entered into in order to hedge or offset the Provider's exposure to the Client; or
 - iii. preserve the economic equivalent of the Order or CFD Transaction immediately prior to the Corporate Action or Adjustment Event, which may have consequences on the Transaction.
 - iv. make any appropriate and/or necessary adjustments to the size and/or value and/or number of the related Transaction(s) (and or to the level of any Order) and/or to open or close any Transaction(s).
- 8.3. The Company will give the Client notice of any applicable action that it decides to take as soon as reasonably practicable, which for the avoidance of doubt may be after the relevant Corporate Action or Adjustment Event or after the relevant action which the Company may take in its discretion under this paragraph 8.
- 8.4. If the price of the Underlying Asset that a CFD is based upon is suspended, the Company may, in its sole discretion, close any Open Positions in that CFD at a price that is reasonable. Such price may be different for a buy and sell Transaction and may be at a price of zero (0).
- 8.5. The Company will notify the Client of the date and price at which such Open Position will be closed.
- 8.6. The Company reserves the right to request additional Margin and/or any reasonably foreseeable associated costs incurred by the Company (or any of its affiliates) in connection with any suspension of a CFD or the relevant Underlying Asset.
- 8.7. If an issuer whose securities form the basis of a CFD, becomes insolvent or similar, the Company may close all Transactions on that CFD, generally at a price of zero (0).
- 8.8. If the Client has an Open Position on any such CFD, the Company shall provide the Client with notice of this.
- 8.9. Certain CFDs have an expiry date. On the expiry date, an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Any affected Pending Order(s) will be cancelled. Nothing precludes the Client from closing the relevant position and cancelling the affected Pending Orders prior to the expiry date. The expiry date for the relevant CFD shall be published on the Trading Platform and/or on the API and/or on the Website.
- 8.10. The Company may require the Client to close any Positions which it has with the Company, and

which may have been affected by Corporate Actions, Adjustment Events or product termination due to low/no liquidity, no price provider or other relevant reasons, or the Company may in its sole discretion close any of such Positions at the last available prices. The Company may close any open positions prior to or following such Corporate Actions, Adjustment Events or Financial Instrument termination, at its sole discretion. The Company further reserves the right at its sole discretion upon written notice to remove and/or cease offering any Financial Instrument when any of the below occurs:

- i. whenever a Corporate Action or Adjustment Event occurs;
- ii. whenever the issuance company of such Underlying Asset is delisted from the exchange to which the transactions relates and/or goes into interim or final insolvency, bankruptcy or related or equivalent event or circumstances even if such an action does not result in the issuance company's actual liquidation;
- iii. whenever the market capitalization of the Underlying Asset has been reduced below levels acceptable for the company;
- iv. if the trading volumes or market capitalization on underlying exchange(s) have fallen below Company's acceptable thresholds as defined at the Company's discretion;
- v. if an instrument has ceased to be widely used or becomes very expensive for the Company to offer;
- vi. due to lack of quality pricing or pricing sources;
- vii. if the relevant Underlying Asset is in financial distress;
- viii. for any other event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares or of any instrument not based on shares, whenever temporary or otherwise;
- ix. for any other reason determined at the Company's sole discretion.
- x. The Company reserves further the right to proceed to any of the above actions without a written notice to the Client if there are valid reasons to do so or in an event or a circumstance out of Company's control and/or a Force Majeure event.