



ORDER HANDLING AND EXECUTION POLICY

Last Updated: April 14, 2026

1. GENERAL PRINCIPLES AND APPLICATION

1.1 Purpose and Regulatory Objective

This Order Handling and Execution Policy (*the “Policy”*) defines the principles, procedures, and operational standards governing how client orders are received, processed, managed, and executed by the Company.

The purpose of this Policy is to ensure that all trading activities are conducted in a manner that promotes transparency, consistency, operational integrity, and fair treatment of Clients, while recognizing the inherent risks associated with financial market participation.

1.2 Scope of Application

This Policy applies to all financial instruments, trading activities, and execution services made available by the Company through its electronic platforms and systems.

It governs all forms of order placement, including manual, automated, and conditional instructions submitted by Clients.

1.3 Integration with Other Agreements

This Policy forms part of and must be read in conjunction with the General Service Agreement, Risk Assumption and Disclosure Statement, and all other applicable Company policies.

Where inconsistencies arise, the Company reserves the right to interpret provisions in accordance with regulatory requirements and operational necessity.



1.4 Client Acknowledgment and Acceptance

By placing any order or engaging in trading activity, the Client confirms their understanding and acceptance of the terms outlined in this Policy, including all execution risks and operational limitations.

1.5 Execution Model Disclosure

The Client acknowledges that the Company operates as the primary execution venue for all orders.

Orders may be executed internally, and the Company may act as counterparty to Client transactions. No obligation exists to route orders to external exchanges or third-party venues unless otherwise stated.

2. ORDER TYPES AND CLASSIFICATION

2.1 Categories of Orders

Client instructions shall be categorized into distinct order types, including but not limited to:

- ❑ Market Orders, executed at prevailing prices;
- ❑ Pending Orders, activated upon specified price conditions;
- ❑ Conditional Orders, including stop-loss and take-profit instructions.

2.2 Market Orders

Market Orders are executed at the best available price at the time of execution.

Due to market fluctuations, the final execution price may differ from the price displayed at the moment of order submission.

2.3 Pending and Conditional Orders

Pending Orders are triggered only when predefined conditions are satisfied.

Execution remains subject to prevailing market conditions, including liquidity availability and price continuity.



2.4 Order Acceptance and Validation

The Company reserves the right to validate all submitted orders to ensure compliance with system requirements, account conditions, and internal controls.

Orders that fail validation criteria may be rejected or delayed without prior notice.

2.5 Order Prioritization and Sequencing

Orders shall be processed in accordance with internal sequencing protocols, taking into account factors such as timing of submission, system capacity, and market conditions.

3. PLATFORM OPERATIONS AND ACCESS CONTROL

3.1 Trading Platform Access

Clients shall be granted access to the Company's electronic trading systems upon successful account activation.

Access credentials are personal and must not be shared or disclosed to unauthorized parties.

3.2 Client Responsibility for Access Security

The Client bears full responsibility for safeguarding login credentials and all activity conducted through their account, regardless of whether such activity was authorized.

3.3 Alternative Order Submission Channels

In exceptional circumstances, the Company may accept orders through alternative communication channels, subject to verification and approval.

Such acceptance remains discretionary and is not guaranteed.

3.4 System Logging and Recordkeeping

All order-related actions, including submission, execution, modification, and cancellation, shall be recorded within the Company's systems and maintained as official records.



3.5 System Availability and Technical Limitations

The Company does not guarantee uninterrupted access to trading systems.

System outages, latency, or technical disruptions may affect order handling and execution.

4. EXECUTION CONDITIONS AND MARKET FACTORS

4.1 Market Dependency of Execution

Order execution is dependent on real-time market conditions, including price availability, liquidity, and volatility.

The Company does not control market movements and shall not be responsible for execution outcomes influenced by such conditions.

4.2 Slippage and Price Variance

The Client acknowledges that execution prices may differ from requested prices due to slippage, market gaps, or rapid price movements.

Such differences are inherent in financial markets and are accepted as part of trading risk.

4.3 Client Responsibility for Order Accuracy

Clients are solely responsible for ensuring the accuracy of all order parameters, including trade size, direction, pricing, and risk controls.

Errors in order submission shall not be rectified post-execution.

4.4 Order Expiry and Validity Conditions

Clients may specify validity conditions for orders, including time-based or condition-based expiration.

Orders may expire automatically if such conditions are met.



4.5 Risk Controls and Execution Restrictions

The Company may impose limits on trading volume, frequency, or order types to manage risk exposure and ensure platform stability.

4.6 Adjustment of Trading Conditions

The Company reserves the right to modify spreads, leverage, margin requirements, and available instruments without prior notice, particularly during volatile or abnormal market conditions.

4.7 Margin Monitoring and Position Oversight

The Client is solely responsible for monitoring account balances and maintaining sufficient margin levels.

The Company may issue notifications but does not guarantee such alerts.

4.8 Order Rejection and Cancellation Rights

The Company may reject, cancel, or delay orders where:

- ❑ Market conditions prevent execution;
- ❑ System integrity is compromised;
- ❑ Risk thresholds are exceeded;
- ❑ Compliance concerns arise.

4.9 Execution During High-Volatility Periods

During periods of extreme market activity, execution may be delayed, suspended, or performed at significantly different prices than expected.

4.10 Minimum and Maximum Trade Requirements

Orders must comply with minimum and maximum volume requirements set by the Company or liquidity conditions.



4.11 Automatic Position Closure

Positions may be automatically closed due to margin requirements, expiry conditions, or risk management triggers.

4.12 Trade Duration and Strategy Restrictions

The Company may impose restrictions on trading strategies, including extremely short-duration trades or patterns indicative of system abuse.

4.13 Finality of Executed Orders

Once executed, orders are considered final and binding.

Modifications or cancellations may not be permitted unless explicitly approved by the Company.

4.14 Suspension and Nullification Rights

The Company may suspend, nullify, or adjust trades in cases involving technical errors, system failures, misconduct, or breach of Agreement.

5. FINAL PROVISIONS

5.1 Client Confirmation of Understanding

By engaging in trading activities, the Client confirms acceptance of all execution conditions, risks, and limitations described in this Policy.

5.2 Communication Obligations

Clients agree to maintain active communication with the Company and respond promptly to any requests relating to order execution or account activity.



5.3 Policy Amendments

The Company reserves the right to amend this Policy at any time.

Changes shall take effect upon publication, and continued use of services constitutes acceptance.

5.4 Best Execution Commitment

The Company shall take reasonable steps to achieve the best possible outcome for Clients under prevailing market conditions, taking into account price, cost, speed, likelihood of execution, and settlement.

5.5 Limitation of Liability

The Company shall not be liable for losses arising from execution delays, market conditions, system failures, or factors beyond its reasonable control.