



POLICY ON CFD TRADING TERMS AND EXECUTION

1. CFD Order Execution

- 1.1. Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's Website or Trading Platform, as amended by the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.
- 1.2. The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal trading hours which appear on the Company's Website.
- 1.3. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero and/or for any other justifiable reason.
- 1.4. Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.
- 1.5. The Client may change the expiration date of Pending Orders.

2. Quotes

- 2.1. The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.
- 2.2. It is hereby acknowledged and understood that any Quotes displayed on the Trading Platform and/or Client's Terminal are considered indicative at the time of display and may not be up-to-date with the real-time pricing, owing to various factors beyond the Company's control, including but not limited to, technical conditions such as the transfer rate of data networks, the quality of internet connection which affects the time it takes for the price to reach Trading Platform and/or Client's Terminal after it leaves Company's servers, and rapid market fluctuations. Despite Company's



efforts to promptly update all Quotes in the Trading Platform and/or Client's Terminal for real-time accuracy, these factors, and any other factor beyond the Company's control, may lead to the Trading Platform and/or Client's Terminal showing a stale Quote, and due to this, slippage may also be observed.

- 2.3. In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.
- 2.4. The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.
- 2.5. The Company has the right not to provide Quotes and not execute Orders in case when the price of Underlying Asset becomes negative.
- 2.6. It is acknowledged that whilst the Quotes displayed on Trading Platform and/or Client's Terminal take into account a variety of factors including market data from various third-party external reference sources, they are not taken directly and/or exclusively from one source, and therefore such Quotes may not match Quotes that Client sees elsewhere (including the Quotes of other third trading entities). It is also acknowledged that all prices shown on the Trading Platform and/or Client Terminal are indicative and are subject to constant changes.
- 2.7. The Client acknowledges and agrees that it is the Client's sole responsibility to actively monitor the Pricing Data, market information, and account positions through the Trading Platforms and Client Terminal. While the Company may provide various trading tools, systems, alerts, and third-party resources to assist the Client in trading activities, the Client should not solely rely on such tools or resources. The Client acknowledges that these tools are provided on an "as is" basis, and the availability and accuracy of such tools cannot be guaranteed. The Company shall not be held liable for any losses, damages, or claims arising from the Client's reliance on any tools or resources provided by the Company and/or any third party. The Client further agrees that the Company shall not be responsible for the failure, malfunction, or unavailability of such tools or resources, and it is the Client's responsibility to remain informed of market conditions and to manage their trading activities accordingly.
- 2.8. In the event of pricing uncertainty in the market, including but not limited to the absence of pricing from third-party providers, unusually wide spreads, zero or inverted spreads (bid prices exceed ask prices), negative prices, price interruptions (gaps), poor quality feed(s), or discrepancies in price levels across liquidity pools that exceed predefined internal thresholds, the Company reserves the right to widen spreads, limit certain types of execution, or suspend or interrupt pricing to protect clients from having their trades executed at untrusted prices. This may result in pricing gaps or the alteration of standard market opening and closing times. The Company commits to employing all reasonable measures, including but not limited to sourcing from multiple third-party providers and utilizing automated systems, to ascertain an accurate market price at any given moment. However,



instances may occur due to external market factors beyond the Company's control. The Company shall not be liable for any losses or damages arising from these market conditions or the measures taken in response, except in cases of negligence or willful misconduct by the Company.

3. Leverage

- 3.1. The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Company's Website.
- 3.2. An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.
- 3.3. The Company has the right:
 - i. To set the leverage on the Client's trading account at no more than 1:200, 3 (three) hours before market closing before weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will affect the transactions to be opened within the aforementioned time period of 3 (three) hours.
 - ii. To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.
- 3.4. The information about leverage changing is in the Personal Area. If the information on the Website contradicts information in the Personal Area, the priority is information in the Personal Area.

4. Financing Charges

- 1.1. Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs as per the Contract Specifications.

5. Swaps and Swap Free Accounts

- 5.1. Swaps are calculated according to the Contract Specification found on the Company's Website.
- 5.2. Swap amounts less than 0.01 units in the Client's respective account currency will not be credited. Swaps may change daily and might be subject to additional price adjustments (depending on the Underlying Asset).



- 5.3. The Company maintains the right to change Swaps for any Underlying Asset at any time with or without prior notification to the Client. The applicable Swaps will be reflected on the Company's official website, and it is the Client's responsibility to monitor and always be aware of Swap charges.
- 5.4. The Company may offer Swap free Client Accounts for all Underlying Assets and/or Swap free Client Accounts for specified Underlying Assets. Swap operation is not performed on Swap free Client Accounts and/or on Underlying Assets not subject to Swaps. The Company, in its discretion may change the Underlying Assets available for Swap free Client Accounts.
- 5.5. Not all account types may be Swap free Client Accounts. Only those account types and/or Underlying Assets specified on the website from time to time may be Swap Free provided that the Client is eligible for Swap free status. Moreover, the Company may in its sole discretion change the account types and/or the Underlying Assets eligible for Swap free status.
- 5.6. Subject to paragraph 5.3 of this Agreement, If the Client has a Swap free Client Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap free Client Accounts appear in the Contract Specifications or on the Company's Website.
- 5.7. All the provisions herein in this entire Agreement apply to Swap free Client Accounts save any mentions to Swaps.
- 5.8. The Client who has a Swap free Client Account may not hold his floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.
- 5.9. The Company reserves the right to cancel, amend, terminate Swap free status of Client's Account and/or Swap free levels at its sole discretion and without prior notice without bearing any responsibility or liability in this regard.
- 5.10. The Company reserves the right to disable and/or enable swap free trading for Client 's Trading account at any given time, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market speculation.
- 5.11. The Company reserves the right to take any of the following actions, at any time, in the event that detects any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, (a) with immediate effect, to revoke the Swap-free status from any and all real trading Accounts of such a client and charge the relevant swaps; (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were Swap-free trading Accounts; and/or (c), with immediate effect, to close all trading Accounts of such client, nullify all trades carried out in such client's trading Accounts and cancel all profits or losses garnered in such client's trading



Accounts and/or change the client's trading conditions or restrict the opening/modification/closing of trades.

6. Lots

The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

7. Other Terms

- 7.1. The Company at its sole and absolute discretion may offer and/or provide to Client customized trading conditions/advantages as these will be specified between the Company and the Client and/or as the Client might be notified from time to time by the Company and/or as these can be found in the Clients' Section and/or the Website. Company reserves the absolute right to cancel / terminate / modify /change such customized trading conditions /advantages provided to the Client in case of doubtful operations by the Client and/or in case the Client's trading activity is subject to prohibited trading techniques or in case of Default as described in this Agreement and for any other reason at the discretion of the Company and under no circumstances shall the Company be held liable for any consequences or loss in such a case.
- 7.2. The Company reserves the right to cancel/ change/ modify any of the Contract Specifications for all or only for certain clients at any time at their discretion and/or depending upon the market situation with or without 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.