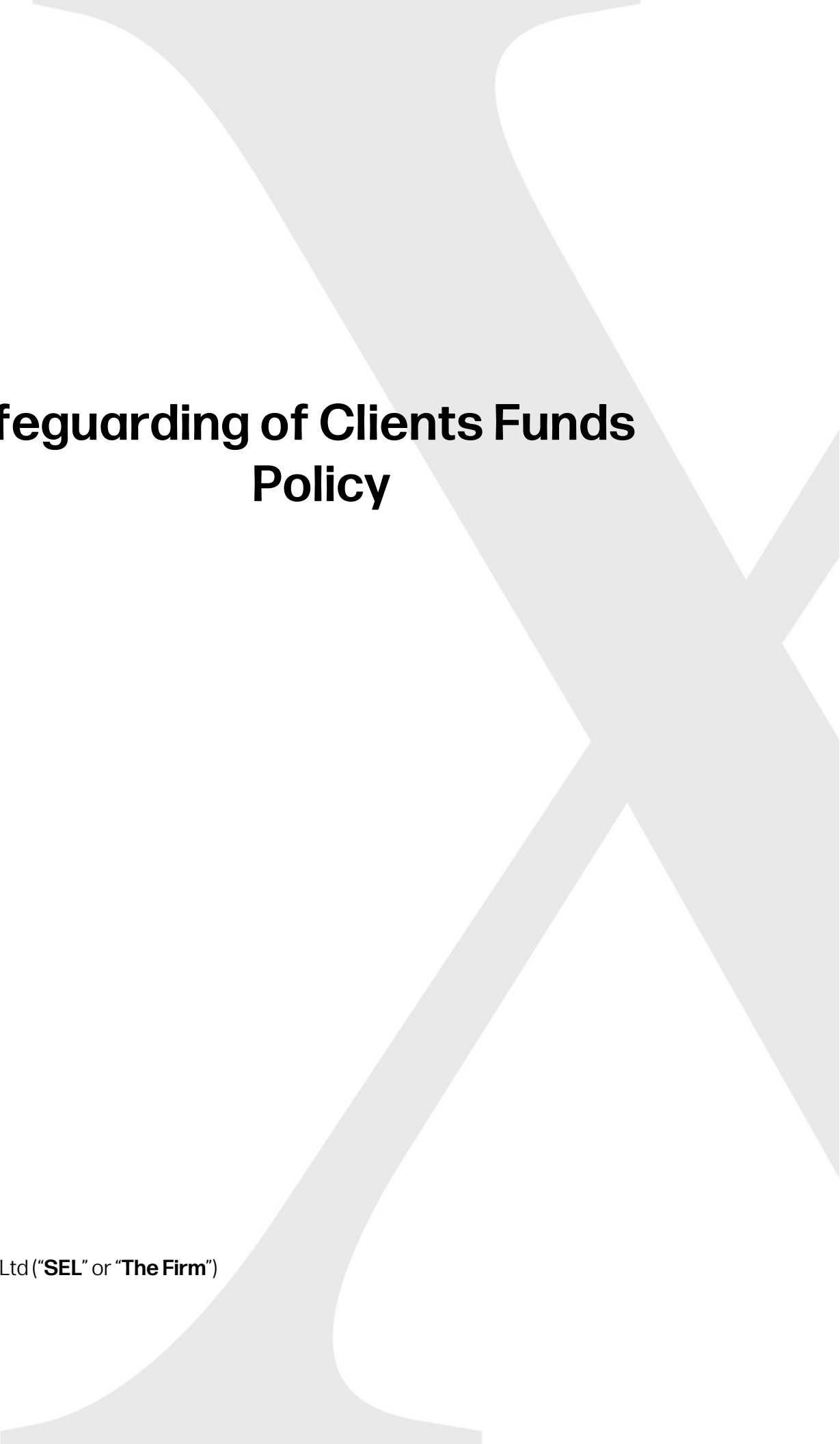




Safeguarding of Clients Funds Policy

Version 2
April 2026

Applies to:
StoneX Europe Ltd (“**SEL**” or “**The Firm**”)

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1. Introduction

StoneX Europe Ltd (hereafter 'SEL' or/and 'the Company') when holding funds belonging to clients, is obliged to make adequate arrangements to safeguard the rights of clients and, except in the case of credit institutions, to prevent the use of client funds for its own account.

Safeguarding of Clients Funds Policy ("the Policy") sets out the requirements for the safekeeping of client funds to ensure that the risks to both the Company and its clients, including but not limited to misappropriation, operational failures, or an insolvency event, are effectively mitigated and managed.

The Policy establishes the standards and procedures by which client funds are:

- **Segregated** from the Company's own assets,
- **Protected** through appropriate custodial arrangements,
- **Monitored** via reconciliations and oversight mechanisms, and
- **Governed** in accordance with applicable regulatory obligations and industry best practices.

By implementing these requirements, the Company seeks to uphold its fiduciary responsibilities, maintain transparency, and safeguard the financial interests of its clients.

Regulatory Requirement

CySEC's law 87(I)2017 states that *'A CIF must, when holding funds belonging to clients, make adequate arrangements to safeguard the rights of clients and, except in the case of credit institutions, to prevent the use of client funds for its own account.'*

CySEC's Directive DI87-01 also defines the organizational requirements that the Company must adhere to in relation to safeguarding clients' funds.

CySEC's Circular C418 provides further guidance to Cyprus Investment Firms in relation to their obligation to prudent safekeeping arrangements.

2. Purpose

The purpose of this Policy ("the Policy") is to outline StoneX Europe Ltd.'s ("the Company" or "SEL") approach to the safeguarding of client money and to ensure full adherence to the Cyprus Securities and Exchange Commission ("CySEC") rules governing the protection of retail client funds held in the course of conducting investment business.

3. Objectives

This Policy aims to ensure that:

- The Company **promotes transparency and integrity** in all client money operations;
- The Company **protects the interests of its clients** at all times;
- The Company **implements systematic processes** for establishing and maintaining Client Funds Accounts and for the proper handling of client money;

- The Company **maintains adequate measures** to monitor client money processes and to effectively manage incidents or breaches arising from the handling of client money;
- The Company **allocates clear responsibility** for the handling of client money and for monitoring compliance with this Policy;
- The Company **ensures that employees are aware of their responsibilities** and receive adequate training in the proper handling of client money;
- The Company **establishes controls to minimize the risk of loss or damage** resulting from the mishandling of client money.

4. Client Deposits and Withdrawals

- 1.1 Clients do not, and cannot, purchase the physical securities underlying a CFD market. The Firm does not, and cannot, provide custodian services in relation to such securities. Furthermore, the Company will not accept any form of non-cash collateral from clients.
- 1.2 All payments made by the Client shall be effected without set-off or counterclaim.
- 1.3 All payments shall be made in full, free and clear of any deductions or withholdings, and without deduction for Taxes, except where the Client is legally required to make payment subject to Taxes.
- 1.4 If a trading account is credited in a currency other than the account's base currency, such funds will be converted and credited using the internal exchange rate adopted by the Company on the date of deposit.
- 1.5 Clients may deposit funds into their trading account only through the payment systems available in the designated Members Area.
- 1.6 Withdrawals may only be made to the same payment systems that were originally used for deposits in the designated Members Area.
- 1.7 When withdrawing funds, the Client shall bear all applicable transfer costs.
- 1.8 Withdrawal requests will be processed using the Company's internal currency rates applicable on the date of withdrawal.
- 1.9 The Client is fully responsible for the accuracy and adequacy of all information provided in their withdrawal application.
- 1.10 The Company reserves the right to refuse a withdrawal request if the Client attempts to use the same payment system for deposits and withdrawals but with different bank details.

- 1.11 Withdrawal requests will be executed within one (1) business day from the time the relevant application has been confirmed in the designated Members Area.
- 1.12 If a payment system becomes temporarily unavailable, the Company reserves the right to postpone withdrawals until the system resumes operation.
- 1.13 The Company may charge an additional commission if the Client uses different payment systems for deposits and withdrawals. The commission will be calculated based on the costs incurred by the Company in fulfilling the withdrawal request.
- 1.14 With respect to transactions entered into between the Company and the Client, unless expressly agreed in writing by the Company:
 - The Company reserves the right not to comply with any Client request to make payments or deliveries to third parties.
 - If the Company becomes aware that funds have been paid or delivered by a third party other than the Client, the Company reserves the right to refuse such payment.
 - If funds are received from a third party other than the Client, such funds will be refunded to the originating payment details, and the Client shall bear all refund transaction costs.
 - The Company shall not compensate any losses arising from compulsory closure of positions on the Client's account.
 - Anonymous bank cards are strictly prohibited. If such a card is used for deposits, the Client must provide proof of ownership. Failure to do so will result in the refund of deposited funds back to the originating payment details.

5. Information Concerning Safeguarding of Clients' Financial Instruments or Funds

- 5.1. The Company appoints a single officer of sufficient skill and authority with specific responsibility for matters relating to the Company's compliance with its obligations regarding the safeguarding of client financial instruments and funds.
- 5.2. All client funds held by the Company in the course of providing services are maintained in accordance with MiFID II regulations and following the provisions included in the CySEC's Directive DI81-01 namely "Safeguarding of Client Assets, Product Governance Obligations and Inducements", in one or more bank accounts opened with credit institutions located within the European Economic Area ("EEA") and/or with credit institutions authorised in third countries provided that the said credit institutions are established in jurisdictions where the safekeeping of Client Funds is subject to equivalent regulation and supervision with the CySEC's Directive DI87-01 and any applicable guidelines as released from time to time by CySEC.

- 5.3. The Company maintains client funds in segregated omnibus accounts clearly designated as “Client Accounts.” Within the EEA, this structure enables clients to benefit from deposit protection schemes under EEA banking legislation in the event of insolvency of a third party. In the event of insolvency of the Company itself, client funds will be excluded from the assets available to the Company’s creditors.
- 5.4. The Company may hold all or part of client funds and/or financial instruments with institutions authorized outside the EEA. In such cases, the accounts may be subject to the laws of jurisdictions other than the EEA, and client rights relating to those funds or instruments may differ accordingly. Where applicable, the Company will inform clients or potential clients of these differences.
- 5.5. Unless otherwise notified in writing by the Client, the Company may hold segregated funds on the Client’s behalf in accounts located outside Cyprus, or transfer such funds to an intermediate broker, settlement agent, or OTC counterparty outside Cyprus. The legal and regulatory regime applicable to such entities may differ from that of Cyprus. In the event of insolvency or equivalent failure of such entities, the Client’s funds may be treated differently than if they were held in a segregated account in Cyprus. The Company shall not be liable for the solvency, acts, or omissions of any such third parties.
- 5.6. The Company may transfer client funds to third parties (e.g., banks, markets, brokers, OTC counterparties) to facilitate transactions or to satisfy collateral requirements (e.g., margin obligations). The Company accepts no responsibility for the acts or omissions of such third parties. Funds held by third parties may be maintained in omnibus accounts, making it impossible to distinguish them from other clients’ or the third party’s own funds. In the event of insolvency of such third parties, the Company may only have an unsecured claim on behalf of the Client, exposing the Client to the risk of insufficient recovery.
- 5.7. The Company maintains adequate organizational arrangements to minimize risks of loss, misuse, fraud, poor administration, inadequate recordkeeping, or negligence affecting clients’ assets.
- 5.8. The Company employs appropriate measures to safeguard clients’ assets and ownership rights in the event of the Company’s insolvency.
- 5.9. Daily reconciliations are performed between the Company’s operational funds and client funds.
- 5.10. Daily reconciliations are also performed between client fund balances held with financial institutions/payment processors and balances recorded in the Company’s trading platforms. The Company reserves the right to perform reconciliations and transfers more frequently if deemed necessary to protect the interests of either the Company or its clients.

- 5.11. Where permitted by national law, client financial instruments may be held in omnibus accounts with third parties. In such cases, the Company will inform clients and provide clear warnings of the associated risks.
- 5.12. Where national law does not allow client financial instruments held with third parties to be separately identifiable from proprietary instruments of the third party or the Company, the Company will provide a prominent warning of the resulting risks.
- 5.13. The Company will inform clients of any security interest, lien, or right of set-off that the Company or a depository may hold over client financial instruments or funds.
- 5.14. Prior to entering into securities financing transactions involving client financial instruments, or before using such instruments for its own account or that of another client, the Company will provide clients, in a durable medium, with clear, full, and accurate information regarding the Company's obligations, restitution terms, and associated risks.
- 5.15. All institutions with which the Company intends to hold client funds or financial instruments are subject to prior assessment. This assessment considers the institution's expertise, market reputation, and compliance with legal and regulatory requirements, as well as market practices that may affect client rights. Assessments are reviewed on an ongoing basis.

The Company conducts credit risk assessments of all counterparties and continuously monitors their financial stability. Where necessary, the Treasury team transfers client funds between counterparties to comply with counterparty risk limits, diversification requirements, and to reduce concentration risk. The designated safeguarding officer ensures qualitative factors are considered when assessing the adequacy of banks for holding client money, ensuring compliance with diversification rules.

The outcomes of initial and periodic assessments are documented, including recommendations from the Risk Manager regarding the establishment or continuation of relationships, proposed exposure limits, and credit risk considerations. These outcomes are submitted to the Company's Board of Directors for approval.

6. Diversification

The Company is required to periodically assess whether client money is appropriately diversified. Client funds are maintained across multiple banking institutions, both within the European Economic Area ("EEA") and, where applicable, in approved third-country institutions. The performance and stability of these institutions are monitored on a regular basis.

In the event that any third-party institution is subject to a downgrade or adverse credit development, the Company will promptly review its exposure to that institution. The matter will be escalated to the Treasurer and the Chief Risk Officer of StoneX Group, who will determine and implement appropriate remedial action.

7. Statement of Commitment

The Company is committed to ensuring that the handling of client funds is conducted in full compliance with all applicable legal and regulatory obligations of SEL. In particular, the Company ensures that:

- All practices are **clearly disclosed** to clients in a manner that enables them to gain a thorough understanding of the risks associated with the handling of client funds;
- The treatment of client funds is **at all times consistent** with the Company's disclosures and agreements with clients;
- Client funds are **held on trust** for the benefit of clients;
- The Firm maintains a **zero-tolerance risk appetite** for any compromise of client fund requirements under CySEC Law.

8. Amendment of the Policy

The Company reserves the right to review and amend this Policy and its related arrangements whenever deemed appropriate, and in any event no less than annually.