

4.5 **External business interests.** Personnel undertake that they will not (unless granted prior written consent from our senior management or permitted under the terms of their employment) be engaged in or have an interest, either directly or indirectly, in any trade, business or occupation, which is or may be in competition with us and/or which would involve use of our time, property, facilities or resources.

4.6 **Segregation of duties.** Job roles are designed to limit the potential for conflicts of interest. Where appropriate and proportionate, systems and controls exist to prevent Personnel from undertaking roles where such a conflict may exist. However, due to the nature, scale and complexity of our business, there can be occasions when a member of staff is required to undertake duties that could give rise to a conflict. In this event, every effort is made to ensure that such circumstances exist only for a limited period or that additional controls are in place to identify inappropriate behaviour.

All Personnel are regularly assessed for competency for their roles and Personnel are required to follow the internal procedures detailed in our Compliance Manual. Where a potential conflict may exist within a role, additional monitoring, control and sign-off procedures are in place to mitigate any such conflict. Audit records, reconciliation procedures and Compliance monitoring arrangements are also in place to ensure all processes are adequately controlled and reviewed.

4.7 **Whistleblowing Policy.** We are committed to ensuring that malpractice is prevented and, should it arise, to deal with it immediately. Employees are informed as to whom they can and should report public interest issues in the Company's Whistleblowing Policy.

Employees should follow the steps laid out in this procedure, ensuring they are able to raise genuine concerns about malpractice without fear of harassment or victimisation.

4.8 **Disclosure policy.** We believe that our internal policies and procedures, systems and controls, generally mitigate the risk of any conflict of interest arising, either between us and our client or between two or more of our clients.

Where, however, the potential for conflict arises and that conflict cannot be avoided we would either make a full disclosure or, if it is considered that the disclosure is an inappropriate method of managing the conflict, we would not proceed with the matter or transaction giving rise to the conflict.

If any Personnel are aware of any circumstances which may give rise to a conflict of interest, they must immediately refer the matter to the Compliance Department.

5. Policy Review

We regularly review our Conflicts of Interest Policy to ensure that it covers conflicts that can be reasonably expected to arise within the course of our business. Any significant amendments to this Policy must be approved by our senior management.

Annex 3: Trade and Order Execution Policy

1. Introduction

Delivering best execution is fundamental to market integrity and to the delivery of good outcomes for clients, and is something we are fully committed to. Under the rules of CySEC ("CySEC Rules") we have a duty to conduct our business with you honestly fairly and professionally and to act in your best interests in dealing with you. More specifically, we are required to provide you with the best possible execution when we deal with you.

Providing best execution under MiFID II requires even greater levels of compliance than before and means that when we deal with you we must take all sufficient steps to obtain the best result for you in accordance with our trade and order execution policy. It does not mean that we must obtain the best possible results for you on every single occasion. However, it does require us to verify on an on-going basis that our execution arrangements are working well throughout the different stages of the order execution process.

This document sets out the general terms of our trade and order execution policy and our actual policy is available upon request. Unless separately defined, words and expressions herein shall have the meanings given to them in the General Terms. However this overview is not part of our Agreement and it does not form part of the contract between us. In the event of any conflict between this document and our actual policy, the terms of that policy will prevail.

We deal with you as principal and not as agent. We are therefore your only "execution venue". In dealing with us, you transact directly with us and not on any exchange or other external market or venue. Any Trades with us are non-transferable. If you create an Open Position with us you must close it with us.

2. Execution policy

In providing best execution we are obliged to take into account certain execution factors. We must tell you what these are and the relative importance we give to each. If you are a Retail Client, we must determine whether we have provided you with best execution by reference to the total consideration you pay (that is price and costs of execution) though we will also use our judgement and take into account other relevant factors (such as any instructions regarding price) with the aim of providing you with the best result.

The execution factors that we consider and their relative importance are as follows:

Price: The relative importance we attach is high. Our Price for a given Market is calculated by reference to the price of the relevant Underlying Instrument. We obtain this price from third party external reference sources. For some kinds of instruments, e.g. equities, there will be a third party securities exchange from which we will obtain this price. For other kinds of instruments, e.g. foreign exchange, we will collect price data from nominated wholesale market participants.

Our Price will often differ from the price of the Underlying Instrument. For some Markets we add Our Spread to the price of the Underlying Instrument. We may also adjust Our Price for any Market to take into account factors such as liquidity in external markets for the Underlying Instrument, dividend amounts, financing charges in an external market or other relevant factors. You must pay Daily Financing Fees, commission and other charges in addition to Our Price for some Products and Markets – see under "Costs" below.

When trading in the Underlying Instrument is very active and the

price of the Underlying Instrument changes quickly, there is no guarantee that every price movement in the Underlying Instrument will result in a change to Our Price. We aim to update Our Price as frequently as we reasonably can but our ability to do so may be limited by technological factors including current hardware, software and data and communications links.

For some Markets we will quote Our Price outside of trading hours for the Underlying Instrument. In such circumstances Our Price is set by us by reference to one or more related alternative Underlying Instruments that are then traded, and may be adjusted in response to supply and demand from our clients. This means that outside normal Exchange Hours we exercise a greater degree of discretion in the setting of Our Price. In addition, Our Spread is generally wider and our maximum Quantity is generally smaller than during normal trading hours for the Underlying Instrument.

We execute all Trades at Our Price and in accordance with the General Terms.

Costs: The relative importance we attach is high. For many Markets, Our Price includes Our Spread and no additional charges or commissions are payable by you. For other Markets you will be required to pay a separate commission charge for each Trade to open or close an Open Position.

We may pass on some charges to you arising from the Underlying Instrument traded. These include borrowing charges where an Underlying Instrument becomes expensive to borrow or stamp duty in some circumstances.

Additionally for many Markets you will be required to pay Daily Financing Fees on the full amount of an Open Position. Generally:

- if you hold a Short Position (i.e. you have executed a "sell" Trade), we pay you a Daily Financing Fee and;
- if you hold a Long Position (i.e. you have executed a "buy" Trade), you pay us a Daily Financing Fee.

Details of the Daily Financing Fees are set out on our Website.

We will also charge a premium for Guaranteed Stop Loss Orders.

Details of charges we make in respect of particular Markets are set out in the Market Information.

Speed and Likelihood of Execution: The relative importance we attach is high. You may execute Trades either using our Trading Platform or by phoning one of our dealers.

When you execute through the Trading Platform you will receive immediate execution capability: if you see an Our Price on the screen and the Quantity you want to trade is less than our maximum Quantity for that Market, then the Trade will, under almost all circumstances, be executed at the Our Price quoted on the Deal Ticket. We will execute all Trades in accordance with the General Terms.

When executing by phone in a Quantity above our minimum Quantity but below our maximum Quantity, you will be quoted the same Our Price you will receive if you use the Trading Platform. In such circumstances, the dealer will generally confirm execution of your Trade immediately after you indicate that you wish to trade at the quoted Our Price.

Trades will be executed as soon as reasonably possible and in most circumstances almost instantaneously. However, there may be circumstances where Trades cannot be executed almost instantaneously, for example, due to illiquidity in the Underlying Instrument or if there is something unusual about the nature of the Order.

Quantity: The relative importance we attach is high. We normally provide certainty of execution for Trades you wish to place for a Quantity which is greater than our minimum Quantity

and lower than our maximum Quantity.

Our minimum and maximum Quantities are set by us for each Market and may vary depending on current market conditions for the Underlying Instrument. Our minimum and maximum Quantities can be found in the Market Information or you may contact Client Management.

Where you wish to execute a Trade whose size exceeds our maximum Quantity, you may be quoted a different Our Price for the requested Quantity. Alternatively, if you agree with one of our dealers by phone, we may work the Order in an external market on your behalf.

3. Working an Order in the Market

The Our Price at which a worked Order is executed will be based upon the average price we receive for our transactions on an External Execution Venue. In such circumstances, our Trade with you may be subject to any applicable charges as described in the Market Information.

Our Trade or Trades with you only become effective after we have executed our hedge transactions on an External Execution Venue and you have confirmed Our Price. Please note if we have agreed to work an Order in the market for you and have started to execute transactions on an External Execution Venue then you cannot cancel the Order. However, we may agree to cancel any unfilled part of the Order.

4. Dealing with your Orders

In most cases when the condition or event specified in your Order occurs it will be executed at or very close to the specified Order Price. However, please note that for all Orders other than Guaranteed Stop Loss Orders, the price you receive at execution is not guaranteed. Our Price may move from a price which is less than your specified Order price to a price which is greater than your specified Order price without a quote at any intermediate price. This will be due to rapid price changes in the Underlying Instrument (called 'gapping'), for example following a profits warning or the release of financial statistics different from those expected. In such a case, Our Price at the time of execution may be markedly different to the specified Order price.

If, when an Order is executed, the Quantity is less than our maximum Quantity for that particular Market, the Order will be executed at or near the specified Order price.

Note that if you have placed multiple Orders in the same Market, with the same specified Order price and with a Quantity greater than our maximum Quantity, there is no guarantee that they will all be executed at the same price, since each Order must be executed as a different Trade. The execution prices will depend on the liquidity in the external market for the Underlying Instrument and the execution of the first Trade may affect the liquidity available for the execution of the second and any subsequent Trades.

We will execute all Orders in accordance with the General Terms.

5. Specific instructions

You may give us a specific instruction for the execution of a Trade or an Order.

Following your specific instructions may prevent us from taking the steps set out herein to obtain the best possible result for the element of the Trade or Order included in your instructions.

6. Our obligations

We will comply with our Trade and Order Execution Policy when we are required to exercise our judgement in obtaining the best outcome for the execution of clients' Trades and Orders.

Furthermore, we fully support all initiatives aimed at promoting and enhancing transparency for clients and publish execution data in a manner consistent with the spirit of RTS 27 of the MiFID II delegated regulation. Such data shall be published quarterly, three months in arrears, and all reports will be made available to clients for up to two years after publication.

7. Monitoring and review of our policy

We will monitor compliance with our policy and maintain records of the data which is used to set Our Price.

We will review our policy at appropriate intervals. As part of that process, we will review:

- the sources of external pricing in Underlying Instruments;
- Our Price in relation to the external pricing of an Underlying Instrument; and
- any fees or charges.

If we make any material changes to our policy, we will notify you by email or by posting such information on our Website or the Trading Platform.

Annex 4: Notice Regarding MetaTrader

MetaTrader (including MetaTrader 4, MetaTrader 5 and future MetaTrader product offerings that may become available) is a third-party trading platform provided by MetaQuotes for which we do not own the intellectual property. MetaTrader may or may not run in our data centre, and may or may not be supported by our personnel. We offer MetaTrader alongside our own proprietary trading platforms to offer our users the ability to select a platform that has the functionality that best suits their individual needs. However, users should be aware: (1) that we do not endorse MetaTrader; and (2) there are additional risks associated when using MetaTrader.

Since MetaTrader is provided by a third party, we do not have total control over the platform and as such we cannot guarantee the accuracy or validity of the account financial information or trading history of a user stored on MetaTrader.

Users that trade on MetaTrader are exposed to the risks associated with the system, including, but not limited to, the communication infrastructure that connects us to MetaTrader. As a result of any system failure or other interruption on MetaTrader, orders either may not be executed according to your instructions or may not be executed at all. Furthermore, as a result of any system failure or other interruption of MetaTrader, you may not be able to place or change orders or view your trading positions or market data.

MetaTrader is provided by a third-party provider and not us. Therefore, to the extent not prohibited by law, we shall not be liable for any losses or damages suffered or incurred from the use, operation, or performance of MetaTrader. In addition, we shall have no responsibility or liability for any direct, indirect, punitive, incidental, special or consequential damages that arise from any fault, inaccuracy, omission, delay or any other failure of MetaTrader.

MetaTrader gives Users the ability to automate orders and trade requests. Where the number of these requests made by a User is excessively high and/or of a malicious nature, and in our sole opinion does not constitute reasonable or acceptable use, then we reserve the right to block that User, in our sole discretion.

Annex 5: Trading Tools

1. We may from time to time offer market news, commentary, charting and analysis, trading performance analytics, signals-based products or services and other trading support tools ("Trading Tools"). Before using any Trading Tools please read this note carefully. It complements the General Terms and associated risk disclosures furnished by us and should be read in conjunction with them. Unless stated otherwise, any capitalised terms used below shall carry the same meanings as in the General Terms.
2. **The Trading Tools are general in nature and do not and will not take into account your personal objectives, financial situation or needs. Before acting on a Trading Tool, you should consider its appropriateness, having regard to your personal objectives, financial situation and needs.**
3. **We will not give advice to you on the merits of any trade and shall deal with you on an execution-only basis. None of our staff are authorised by us or permitted under Applicable Laws to give you personal advice. Accordingly, you should not regard any proposed trades, suggested trading strategies or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. You have the final decision in relation to every trade you enter into. You should make every effort to ensure you understand the Trading Tools and we are entitled to assume that you do, unless you have indicated otherwise. If you require investment or tax advice, please contact an independent investment or tax adviser.**
4. Hypothetical performance results have many inherent limitations, some of which are described below. No warranty or representation is made that any Account will or is likely to achieve profits or losses similar to those shown in connection with any Trading Tool. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved. Actual returns may be different to any hypothetical or indicative returns shown in any Trading Tool.
5. One of the limitations of hypothetical performance results is they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading platform in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.
6. We do not undertake to continue to offer the Trading Tools at all times and may not offer the same in the future. We may withdraw or cancel any or all of the Trading Tools, or terminate your access to any or all of them, for any reason or for no reason at any time with or without notice, in our sole discretion.
7. Trading Tools can only be used for your own personal benefit. They cannot be used for business purposes or on behalf of another person nor can they be varied, passed on or resold to or shared with (in whole or in part) another person or entity or used to place any trades outside of our platform.
8. You will not copy, modify, de-compile, reverse engineer, or make derivative works of or from the Trading Tools or the manner in which they operate.
9. All intellectual property and other rights in the Trading Tools remain our sole property or the property of our licensors. We do not assign, license or otherwise transfer to you any right or interest in the Trading Tools whatsoever, except for the right to access and use the Trading Tools as expressly permitted by us in writing. In particular, but without limitation, all goodwill derived from the use or development of the Trading Tools will accrue exclusively to us. You will not do, or omit to do, or permit to be done, any act that will or may materially weaken, damage or be detrimental to the Trading Tools or the reputation of the goodwill associated with us or the Trading Tools.
10. We do not commit to, and are not obliged to provide you with, any number of Trading Tools and the delivery of Trading Tools is not guaranteed. We may provide the Trading Tools at such times, at such intervals and based on such factors as we may determine in our absolute discretion. You should not therefore use or rely on the Trading Tools as a method of monitoring prices, positions/markets or making trading decisions, and no liability will be accepted by us in this respect.
11. The Trading Tools are provided "AS IS", without any representation or warranty of any kind whatsoever, including that they will be without interruption or error free.
12. We may suspend use of the Trading Tools at any time to carry out maintenance, repairs, upgrades or any development related issues, in order to comply with Applicable Laws or for any other reason determined by us in our sole discretion.
13. To the extent permitted by Applicable Laws, you agree not to hold us, our directors, officers, employees and agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) non-delivery, delayed delivery or the misdirected delivery of any Trading Tool, (b) inaccurate or incomplete content of any Trading Tool

or (c) your reliance on or use of the information in any Trading Tool for any purpose.

14. Any failure by you to comply with any of the above obligations or restrictions shall constitute an Event of Default under our General Terms.