Order Execution Policy

Credit Financier Invest International Limited
Regulated by Financial Services Authority (FSA)

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1- Introduction

Credit Financier Invest International Limited, ("The Company", "CFI Seychelles" or ''CFI'') is a limited liability company, authorised and regulated by the Financial Services Authority (hereafter the "FSA") incorporated under the number 8429664-1 with its Business Address in Seychelles at Office 7, Mall of Victoria, Roche Caiman, Mahe, Seychelles.

Credit Financier Invest International Limited has established this Order Execution Policy ("Policy") along with other arrangements to meet the overarching obligation to take all reasonable steps to obtain the best possible result for our Clients. Inter alia, the Company has an obligation to provide its Clients with appropriate information on this Policy. In order to comply with this obligation, the firm will make this Policy available to Clients on the company's website and upon written request. This policy applies equally to orders and trades for both Retail and Professional Customers.

This policy clarifies the manner by which the Company executes its order for its Clients or Account Holders as Credit Financier Invest International Limited provides leveraged (Margin) trading, on an execution-only basis for its Client's in Forex and CFD trading. This Policy is reviewed at least on an annual basis and is approved from the Company's Board of Directors. Such review shall also be carried out whenever a material change occurs that affects the ability of the Company to continue to obtain the best possible result for the execution of its Clients' orders on a consistent basis using the venues included in its execution policy.

Under the above legislation, the Company is required to take all reasonable steps to obtain the best possible results (or "best execution") on behalf of its Clients either when executing Clients' orders or receiving and transmitting orders for execution. These rules require the Company to put in place an execution policy which sets out how it will obtain the best execution for its Clients and to provide them with the appropriate information Client on its order execution policy.

2- Scope

This policy is applied whenever the Company executes orders on behalf of its Clients. It is hereby stated that while executing a Client's order, the Company will always act as a counterparty and does not guarantee that the price executed will be more favourable than the one that might have been available elsewhere.

3- Execution Criteria and Relevant Factors

The Company is required to take several factors into consideration when executing an order for the client. The factors that the Company will consider are listed below:

a) The characteristics of the client order.
b) The characteristics of financial instruments that are the subject of that order.
c) The characteristics of the execution venues to which that order can be directed.

When the Company executes an order on behalf of the Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, which shall include all expenses incurred by the Client that are directly related to the execution of the order, including execution venue fees, clearing and settlement fees if any, and any other fees paid to third parties involved in the execution of the order.

For the purposes of delivering the best execution where there is more than one competing venue to execute an order for a financial instrument, in order to assess and compare the results for the Client that would be achieved by executing the order on each of the execution venues listed in the Company's order execution policy that is capable of executing that order, the Company's own commissions and costs for executing the order on each of the eligible execution venues shall be taken into account in that assessment.

The company should at any time take all reasonable steps to obtain, when executing orders, the best possible result for its Clients taking into account the price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

SOME IMPORTANT DEFINITIONS TO BE READ AND UNDERSTOOD FROM THE CLIENT BEFORE ENTERING WITH ANY COMMITMENT WITH THE COMPANY AS BELOW;

"Carry Costs" Other than the overnight swap charges, CFI may charge additional Carry Costs on open positions for accounts which CFI will judge are not generating sufficient activity to validate economically to CFI to handle such accounts. CFI will communicate such costs before they are charged giving the account holder a one week notice before starting to charge these costs. It should be noted that these carry costs are specifically applicable to futures instruments.

"Market Order" is when the Client makes a market order through a broker or brokerage service to buy or sell an investment immediately at the best available current price. The order maybe filled fully or partially as per what is offered in the market. In addition to Market Orders, there are "Buy Stop Limit" and "Sell Stop Limit" orders, which are described further in the definitions below.

"Pending Order" is an order that has been entered into the trading platform, but will not be executed unless certain conditions are met; the most common types of pending orders are Buy/Sell limit; Buy/Sell Stop; Stop loss and take profit.

''Stop-loss Order" is an order placed with a broker to sell an underlying asset when it reaches a certain price. Stop loss orders are designed to limit an investor's loss on a position in a security on best effort basis but may be filled at a better or worse price when triggered than the price requested and may also be filled partially or in full depending on the liquidity and volatility in the market.

"Buy Limit Order" is when the Client places a Buy Limit Order on the trading platform, the order will be triggered when the Ask price reaches the Buy Limit Order, the said will be executed at the best available price or rejected if no price is available, note that the Order may be filled for part or for the full amount at a better or worse than the requested price.

"Sell Limit Order" is when the Client places a Sell Limit Order on the trading platform, the order will be triggered when the Bid price reaches the Sell Limit Order, the said will be executed at the best available price or rejected if no price is available, note that the Order may be filled for part or for the full amount at a better or worse than the requested price.

"Buy Stop Limit" is when a stop order to place a Buy Limit order. As soon as the future Ask price reaches the stop- level indicated in the order (the Price field), a Buy limit order will be placed at the level, specified in Stop Limit price field. A stop level is set above the current Ask price, while Stop Limit price is set below the stop level.

"Sell Stop Limit" is when a stop order to place a Sell Limit order. As soon as the future Bid price reaches the stop-level indicated in the other (the Price filed), a Sell Limit order will be placed at the level, specified in Stop Limit price field. A Stop level is set below the current Bid price, while Stop Limit price is set above the stop level.

"Hedged Position" A hedged position is a method used by investors to reduce their exposure to risk. It involves taking an offsetting or opposite position in a related security, such as a futures contract. The idea is that the gains from one position will offset losses from another position. For instance, if the Client bought 2 lots of EURUSD and then sold 2 lots of EURUSD to offset his total exposure; sell positions are fully hedged in the Client's account, CFI reserves the right to close the fully hedged positions if account's equity was near 0 and inactive for more

than two weeks. If the Client bought 2 lots of EURUSD and then sold 1 lot of EURUSD to reduce the risk this is considered a partial hedge position.

"Margin Level" The margin level is a risk management indicator in margin trading that shows the health of your account. It is the ratio of equity to used margin, expressed as a percentage. Margin level indicates the risk level of an account–the higher the percentage, the less risk the account theoretically holds, because there is more unused margin. Conversely, a low margin level means a higher risk, as it implies that a large part of the available margin is being used. If the margin level is too low, CFI may initiate a margin call, forcing the trader to deposit more money or close some positions to free up margin.

"Costs" Our market price will often be different to the underlying as it may also include commissions or financing.

"Liquidity" The price made by CFI is similar to the underlying market, is usually good in up to a certain size. In order to maintain additional liquidity, a different spread may be applied to the price provided in the underlying market.

''Speed of execution" In order to facilitate the speed of execution CFI has imposed a maximum deal size on every market. This limit is regularly monitored and takes into consideration many factors including liquidity and volatility to determine an amount that we are confident to accept without referral to speed up execution.

"Other Factors" While the above four factors are considered by CFI to be the most important in our best execution policy, there are many other situations which can arise leading to price variations.

3. 1 PRICE

The Client acknowledges and accepts that, regardless of any information which may be offered by Credit Financier Invest International Limited, the value of investments may fluctuate downwards or upwards and it is even probable that the investment may become of no value or even result in a negative balance for the Client. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on the Client's trades and portfolio. If the underlying market movement is in the Client's favour, the Client may achieve a good profit, but in case of an adverse move, he might lose amounts in excess of the Capital invested within Credit Financier Invest International Limited. The financial instruments available for trading with Credit Financier Invest International Limited are no deliverable transactions giving an opportunity to make profit or loss on changes in currency rates, commodity and other CFD's derivatives. If the underlying instrument movement is in the Client's favour, the Client may achieve a good profit, but might lose amounts in excess of the Capital invested within Credit Financier Invest International Limited. Accordingly, the Client must not enter into transactions with Credit Financier Invest International Limited unless he/she is willing to undertake the risks of losing amounts even greater than all the money which he/she has invested and also be liable additional commissions and other expenses incurred.

The Client acknowledges and accepts the prices of the different markets are generated electronically by CFI execution venues. These Prices will take into account market data from various sources, in order to enable the execution venues to check whether their prices are fair while providing the best execution obligation. However, prices may not match prices that you see elsewhere (including prices quoted on Trading Venues or by other providers). Note that in case of a market fluctuations and/or technical conditions, in addition to circumstances outside CFI and its execution venues control, the prices you see on your device and/or which you are provided when you place an order, may not be identical to the price at which the Trade is executed. Besides, it is highly observed that will be times in certain cases there won't be enough liquidity or there are limitations on liquidity or other restrictions that are imposed on CFI and/or CFI Execution venues therefore CFI will have to follow the same restrictions and limitation on its Execution venues, if such applies Client accepts and commits to hold CFI harmless from any result of such restrictions on his trading account.

Credit Financier Invest International Limited deals in derivative CFD securities, where their price is derived from the price of the underlying instrument in which the security refers to. Derivative CFD securities / Markets can be highly volatile. The prices of the security and the underlying instrument and CFD derivatives may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Credit Financier Invest International Limited. Under certain market conditions it can be impossible for a Clients order to be executed at declared prices.

The prices of products traded at Credit Financier Invest International Limited will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, and commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place. Therefore Stop Loss orders cannot guarantee the limit of loss as in certain cases, the best attainable price where the Stop Loss order will be executed at a price that might be much worse than where the Client has placed his Stop Loss order.

The Client acknowledges and accepts this risk when trading with Credit Financier Invest International Limited.

The prices shown on the online trading platform (Market Watch on Metatrader 5) are indicative only and when placing an order, the confirmed price may differ when executing the order from the price seen on the terminal. The Client understands and accepts the final confirmed price will depend on the price at actual execution. Furthermore, the Client understands and accepts prices shown on the platform reflect top of book prices for a volume up to 2 lots (or equivalent) therefore in such a case when an order is placed to be executed for over 2 lots (or equivalent), the spreads may be wider at actual execution and the client may get a slippage.

3.2 ORDERS

Should Credit Financier Invest International Limited determine that a specific investment product or service is not appropriate or suitable, it shall undertake the measures that, at its discretion, it deems necessary in order to inform the Account Holder. In the absence of specific instruction from that Account Holder, Credit Financier Invest International Limited is authorized, although it is not obligated, to execute the order at the best available resources offered by the company at the time of the execution, the company is not responsible for any negative or positive impact that might be resulted due to technical failures in the online or remote systems in any party. In this context, Credit Financier Invest International Limited assumes no liability for damages that the Account Holder could incur as a result of the execution or non-execution of the instruction.

The Account Holder should also be aware that checks regarding the appropriateness or suitability of a specific investment product or service could result in delays in the execution of orders regarding financial instruments. The Company cannot be held liable for any such delays resulting from the duties stipulated and governed by these provisions, except in the case of fraud or gross negligence on the part of Credit Financier Invest International Limited.

In the case of instructions regarding financial instruments transmitted to the Company by Clients or external managers in accordance with the signatory power granted to them by the Account Holder, the Company shall not make an assessment of the appropriateness or suitability of the investment products or services requested.

In some occasions, orders executed on the online trading system may get executed at wrong prices. Credit Financier Invest International Limited has the right to review the Clients order's details in terms of price, time, volume and the validity of execution type whether they are in the form "pending" or "Market" orders through the online trading system. In case of any discrepancies, the Company, without a prior notice, will take the proper actions to correct the details of the given orders where and when possible. The Client acknowledges and accepts that seeing an order executed at a certain price on the system does not mean it was executed correctly and that the executed price may not be altered later on if a mistake is detected. He accepts to hold the Company harmless in relation to any such alteration.

Any specific instructions from a Client may prevent the company from taking the steps that have been designed and implemented in its execution policy to obtain the best possible result from the execution of those orders in respect of the elements covered by those instructions, hence such orders are executed under the Client's responsibility with no liability on the Company.

The Client acknowledges that the online trading system is an alternative solution for executing the orders, the Company maintain its trading system on real time basis during the trading hours of the financial instruments offered by the Company to its Clients, the Client understands that the trading system may not be available for trading, any trades which have been wrongly confirmed in the Client's account might be reversed or corrected, this can happen in particular in the event of totally or partiality illiquid markets, failure of electronic or telecommunications systems or any force action (force majeure) which might be applied on certain instruments by company during abnormal market conditions.

The Client is eligible to request an auditing process and/or request a clarification for his auditing trades within a maximum of 2 working days. If the said time frame is exceeded the Company considers and the Client accepts that his position as in the trading platform or statements is final and the Company is entitled to decline the Client complaint or not to proceed accordingly with any audit request. The Client acknowledges and accepts to monitor the online trading platform and statements at all times to make sure that any mistake is immediately communicated to the Company.

3.3 EXECUTION ELEMENTS

a) **Re-quoting:** This is the practice of providing a secondary quote to the client after an 'instant order' has been submitted; the client must agree to this quote before the order is executed. CFI will re- quote 'instant orders' if the requested price originally specified by the client is not available. The secondary quote provided to the client is the next available price received by CFI from its thirdparty liquidity providers. CFI does not re-quote 'pending orders'.

b) **Instant Execution VS Market execution:** Instant execution to either buy or sell at the "ask" or "bid" price (respectively) placed in the trading terminal by the client requesting to execute will be only executed if the price requested is available still in the market. Should the price have changed a requote is sent back to the trading terminal.

   Market execution to either buy or sell at the "ask" or "bid" price (respectively) is placed in the trading terminal by the client requesting to execute will be executed at the best available price on the market at the time of execution, hence there are no requotes.

c) **Trailing Stop:** A stop order that can be set at a defined percentage away from a security's current market price. A trailing stop for a long position would be set below the security's current market price; for a short position, it would be set above the current price. A trailing stop is designed to protect gains by enabling a trade to remain open and continue to profit as long as the price is moving in the right direction. But closing the trade if the price changes direction by a specified percentage.

   Bearing in mind that trailing stop operates in the client terminal and in the server (it does not act in the same way as the stop loss and take profit), if the terminal is offline it will not work.

4- CFI's Strategy

a) **Monitoring:** Credit Financier Invest International Limited will monitor the effectiveness of its order execution arrangements, including this Order Execution Policy to identify and, where appropriate, correct any deficiencies.

b) **Review:** The Company will review the order execution arrangements and this Order Execution Policy at least annually or whenever a material change occurs that affects the ability to obtain the best result for the execution of orders on a consistent basis using the venues included in this Order Execution Policy.

c) **Consent:** Credit Financier Invest International Limited is required to obtain your prior consent to the order execution policy. You will be deemed to provide such prior consent when you give us an order.

5- Slippage

a) **Slippage:** at the time that an order is presented for execution, the specific price requested by the client may not be available; therefore, the order will be executed close to, or a number of pips away from the client's requested price. If the execution price is better than the price requested by the client this is referred to as 'positive slippage'. In contrast, if the execution price is worse than the price requested by the client this is referred to as 'negative slippage'. Please be advised that 'slippage' is a normal market practice and a regular feature of the foreign exchange markets under conditions such as illiquidity and volatility due to news announcements, economic events and market openings. CFI automated execution software does not operate based on any individual parameters related to the execution of orders through any specific client accounts.

   During major news events, price updates may be temporarily halted from the source if there is no price update from the exchange for any product. This can result in negative slippage when prices resume. In such circumstances, Clients will receive the best available price.

b) **Mark-up (Spread):** in the context of MetaTrader 5, the clients shall be charged a mark- up per product above the prices received by the company from its liquidity providers. Markups are added to some groups (zero commission) where the chart reflects raw spread.

6- General Information on the Main Risk Involved in Securities Trading

Buying and selling financial instruments offers opportunities to make profits, but also entails exposure to various types of risks that could translate into financial losses for the Account Holder (the Client). In order to understand the different types of financial instruments, and to recognize and minimize the related risks, it is first necessary to learn their basic characteristics. It is also important to realize that there are inherent risks in all types of investment. Depending on the type of financial instrument, there may be more risks than those described in this sect ion, with a resulting increase in the general level of risk assumed by the investor.

Specific risks connected to traditional investment instruments (e.g. CFD derivatives bonds, FX, investment funds, etc…) and those connected to non –traditional instruments (e.g. options, futures, alternative instrument, etc…) are not dealt with in detail here.

These Terms of Conduct do not cover the tax or legal consequences of executing transactions in financial instruments. We therefore recommend that you seek specialist professional advice of these issues before making an investment.

The contents of the Company's website, its Agreements and different materials are not intended to describe all risks connected to individual financial instruments in a detailed and comprehensive manner. It seeks to provide sufficient basic information and to make Clients aware of the issues.

Clients are welcome to contact Credit Financier Invest International Limited for further details if they have any question or are interested in specific financial instruments or related risks.

The Client should consider carefully whether trading in the financial instruments of Credit Financier Invest International Limited is suitable for him/her in the light of his/her circumstances and financial resources. In considering whether to engage in this form of trading, the Client should be aware of the following:

a) It is emphasized that for many members of the public dealings in Credit Financier Invest International Limited will not be suitable.

b) The Client should not engage in any dealings directly or indirectly in Credit Financier Invest International Limited unless he/she knows and understands the features and risks involved in them and that his losses may exceed his Capital invested.

7- Execution Criteria and Relevant Factors

Investing through Credit Financier Invest International Limited entails the use of "gearing" or "leverage". In considering whether to engage in this form of investment, the Client should be aware that the high degree of leverage that is obtainable in CFD's trading can work against him/her as well as for him/her.

Use of leverage can lead to losses more than the invested Capital as well as gains. So, the Client should unreservedly acknowledge and accept that he/she runs the risk of incurring losses and damages as a result of the dealing in such Financial Instruments and accepts and declares that he/ she is willing to undertake this risk.

Credit Financier Invest International Limited applies a dynamic leverage policy by default, dynamic leverage is a risk management tool that aims to minimize risks deriving from high volume trading, since leverage is based per instrument by tiers instead of per account, for further clarification refer to the policy uploaded on the Company website. Credit Financier Invest International Limited has the right to apply what is the best interest to the Company and/or to Client and to adjust the account leverage without prior notice in the Client Account.

For any inquiry Client may reach out to his/her dedicated Account Executive or send an email to global.backoffice@cfi.trade.

The standard leverage that Credit Financier Invest International Limited offers to its valued Clients can exceed 1:100. This means that a USD 1 deposited in the Client's account can enable a Client to open a position exceeding USD 100 in underlying. The Client is responsible in the fluctuation as per the underlying. This means that a small movement in the Underlying can lead to big losses (or wins) to the Client vis-à-vis the invested amount. The Client accepts this risk.

The Client declares having understood what leverage is offered for different underlying securities offered on the platform.

The Client is able to see what volume is opened, what leverage is given and maintenance margin is required on the platform and hereby undertakes to monitor that and keep sufficient margins at all times to hold his/her positions. Credit Financier Invest International Limited is entitled but not obliged to close all or part of the positions in case of a shortage of margin. An automatic stop out is set on the account before the floating loss exceeds the balance on the Client account. This automated stop loss may not work in certain market conditions and the best available price to close the Client's positions may result in a negative balance on the Client's account. The Client undertakes to immediately transfer any negative balances owed to the Company upon occurrence of such.

USE OF ONLINE TRADING PLATFORM

You acknowledge and understand that the trading platform, such as MT5, cTrader, TraderEvolution, is not owned by CFI. All actions and transactions carried out on such platforms shall be deemed accurate and valid unless you submit an objection within forty-eight (48) hours.

1) Where we grant you access to an Online Trading Platform and/or Electronic Trading Service we shall grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable, nontransferable and non-sublicensable license to use the Electronic Trading Services pursuant to and in strict accordance with this Agreement. We may provide certain portions of the Electronic Trading Services under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.

2) We are providing the Electronic Trading Services to you only for your personal use and only for the purposes, and subject to the Terms, of this Agreement. You may not sell, lease, or provide, directly or indirectly, the Electronic Trading Services or any portion of the Electronic Trading Services to any third party except as permitted by this Agreement. You acknowledge that all proprietary rights in the Electronic Trading Services are owned by us or by any applicable third-party licensors or service providers selected by us, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to the Electronic Trading Services, except those specifically set out in this Agreement. You will protect and not violate those proprietary rights in the Electronic Trading Services and honor and comply with our reasonable requests to protect our and our thirdparty service providers' contractual, statutory and common law rights in the Electronic Trading Services. If you become aware of any violation of our or our third-party service providers' proprietary rights in the Electronic Trading Services, you will notify us in writing immediately.

SOFTWARE

1) In the event that you receive any data, information or Software via an Electronic Trading Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

2) Certain Exchanges require that their Exchange data will not be viewed or accessed by you on more than one System at any one time. You warrant and represent that you will comply with any restrictions that we apply in relation to your access of the Electronic Trading Service and ability to view Exchange data from time to time.

3) You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the System or Software you use to access our Electronic Trading Services.

4) We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the Software and such software and databases contained within the Electronic Trading Services and you will not in any circumstances, obtain title or interest in such elements other than as set out in this Agreement.

MARKET DATA

1) With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of the Electronic Trading Services, (a) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (c) you will use such data or information solely for the purposes set out in this Agreement; (d) such data or information is proprietary to us and any such provider and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by Applicable Regulations; (e) you will use such data or information solely in compliance with the Applicable Regulations; and (f) you will pay such Market Data costs (if applicable, for

direct market access for example) associated with your use of an Electronic Trading Service as we inform you from time to time.

2) In addition to the above, in respect of Exchange data that you elect to receive via the Electronic Trading Service, you hereby agree to any terms and conditions relating to the redistribution and use of such data that we may provide to you from time to time.

THIRD PARTY SOFTWARE, TOOLS, PACKAGES AND PRICING DATA

1) We may make available to you applications, software packages, tools and features provided by third parties (i.e. MT5, trading from charts) ('Third Party Products'). It is your sole responsibility to understand and evaluate the functionality of any such Third Party Products before agreeing to download or access them.

2) We do not control, endorse or vouch for the accuracy or completeness of any Third Party Products or their suitability to you. Third Party Products are provided to you on an 'as is' basis, without warranty or guarantee of any kind, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

3) It is a condition of your use of any Third-Party Products that you agree to any reasonable conditions that we place on the use of such products, for example you agree to pay any fees that we advise you.

4) Certain Third-Party Products run on pricing data provided by us to a third-party software administrator (for example PRT). We shall use reasonable endeavors to ensure an acceptable service, but you accept that the price data displayed in any such Third-Party Products may be delayed and that we do not guarantee the accuracy or completeness of the data, either current or historical, and that we do not guarantee that the service will be uninterrupted. Furthermore, you acknowledge and agree that in the event of any discrepancy between the data (pricing or otherwise) in the Third-Party Product and our other Electronic Trading Services, the data in our other Electronic Trading Services will prevail.

5) You use any Third-Party Products at your own risk. In no event will we be held liable for any claim, damages or other liability, including loss of funds, indirect losses (such as loss of profits), data or service interruptions, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the use, operation, performance and/or error or malfunction of any Third Party Product and/or any services provided by any Third Party Product provider.

6) The Meta trader platform used by the Company is provided by an Associated Company. The statements extracted from the system will show the name of the Associated Company as the "Broker", but the details of the account will reflect the details of your account with us as per the login number and password we will provide you when you open an account to access the platform. If you wish to have a statement of account from us, you can request it at any time, knowing that the details will match these that you can see on the platform with the only difference being us as your counterparty as per this Agreement. To clarify, your account will be held with us and we are your counterparty to any and all Transactions as clarified in this Agreement. Any trades (Transactions) you execute through the platform will be your trades (Transactions) for your account with us and we are your counterparty for them and these Transactions will accordingly be recorded on your account with us.

7) Since the Company offers its services online, the Client might check anytime his/her portfolio via his/her platform and the Client shall receive by the end of day closing the daily statement by email from statements@cfi.trade. The Client acknowledges that the daily statements are sent via email from the Company subsidiary "CFI Global Management"

   You acknowledge that you are entitled to receive the account statement only and shall have no right to request access to the journal or the IP address. Such data may be accessible through the trading platform, if available. Furthermore, you acknowledge that all the contents of your account statement shall be deemed accurate unless disputed within forty-eight (48) hours of issuance.

LIMITS ON OPEN POSITIONS AND PENDING ORDERS (MT5 PLATFORM)

Clients acknowledge their understanding, acceptance, and commitment to the limits on open positions

The following limits and thresholds apply exclusively to accounts on the MT5 platform:

Clients using hedging accounts can have a maximum of 400 open positions and pending orders combined per trading account at the same time.

Netting accounts are not subject to this limit.

Pending orders are considered part of the total position limit, as their execution results in the opening of new positions.

Once the 400 position/order limit is reached, the platform will prevent the placement of both new market orders and additional pending orders.

The Client irrevocably acknowledges that the Company has the full right to monitor, review, and enforce these limits to ensure a fair and secure trading experience. By continuing to use the MT5 platform, the Client confirms their acceptance and agreement to comply with these conditions. The Company assumes no legal or financial liability in case of any breach by the Client.

8- Margin and Leverage

The Company's Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margining requirements of Credit Financier Invest International Limited.

CFDs instruments are extremely volatile and the Client should maintain an appropriate margin to cover the risk of losing the entire investments or be entitled to any deficit in his account, the Company has the right to maintain the account margin in the absence of prior intervention by the Client.

The Client may (but not necessarily) be called upon to deposit substantial additional margin, at short notice based on the margin level, to maintain his/her investment. If the Client does not provide such additional funds within the time required, his/her investment position may be closed at a loss and he/ she will be liable for any resulting deficit. In case where the Client failed to meet the margin call within the set timeframe or in the Company's absolute discretion, the Company has the discretionary right to start closing positions starting from whichever position it sees better when margin decreases lower than the Margin Call level, and automatically close all positions at Market Prices if the balance on the Client's account bears the floating loss of open positions marked to market.

We would like to draw the Clients' attention to the fact that Credit Financier Invest International Limited reserves the right to further increase/decrease the margin requirements at its discretion at any time if such is considered necessary. Such will be decided upon the internal criteria set by the Company. Credit Financier Invest International Limited will try as much as possible to protect its Clients' interests. The Clients will be informed via newsletters, emails, phone calls, pop ups or any other means about the changes and can at any time request further information.

In addition to maintaining a high margin level, it is crucial to consider the potential impact of spread increases when dealing with partially hedged positions. Even if you have only opened a small position, any significant widening of spreads can have a profound effect on your floating profit/loss. In fact, in scenarios where positions are not fully hedged, increased spreads have the potential to trigger a stop-out of all your positions. Therefore, it is essential to consider the above before taking the risk of opening any positions while having other hedged positions.

The leverage often obtainable in Forex trading means that a small margin can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.
Before you begin to trade, we will take all reasonable steps to provide you with a clear explanation of spreads, fees, funding and other charges for which you will be liable. You should appreciate that these charges will affect your trading net profits (if any) or increase your losses.

9- Margin Checker

The Margin Checker is a server-side risk management tool designed to monitor and manage clients' free margin and margin levels, particularly in scenarios involving hedged positions.

The default Margin Checker threshold is set at 25%. This means that the system evaluates the potential impact of a transaction on the client's account and ensures that the resulting margin level does not fall below the applicable threshold.

As an additional risk-control measure, the threshold may be increased in certain circumstances:

- Standard conditions: The Margin Checker threshold is 25%.
- Before major market/news events: The threshold may be increased to 50% to reduce the risk of excessive exposure and prevent clients from using hedged positions to circumvent normal margin controls and build excessive exposure.
- Before the Friday market close: At 22:00 server time on Friday, the threshold is increased to 100% as an additional weekend risk-control measure. The threshold is subsequently returned to the applicable standard level before the market reopens.

Pending Orders on Hedged Positions

The Margin Checker also applies to pending orders placed against existing hedged positions.

When a pending order is triggered, the system evaluates the resulting position and calculates what the account's margin level would be after the transaction.

If the resulting margin level would fall below the applicable Margin Checker threshold, the system will take action to prevent the transaction from creating an excessive increase in risk.

In such circumstances, the Margin Checker can modify the relevant pending order associated with the open/hedged positions by setting its close value to zero, preventing the pending order from closing the existing position.

This control is designed to prevent a client from using hedged positions and pending orders to materially increase the risk exposure of the account and potentially bring the account's margin level close to the liquidation/stop-out level.

10- Expert Advisors and Algorithmic Orders

An algorithmic order is an order executed by an automated strategy according to specific parameters and/or conditions. Advanced Execution Services ("AES") contains algorithmic trading strategies and tools for the trading of such products as cash equities, futures and options and FX. When trading via AES, we employ proprietary algorithms that intelligently seek the best prices and liquidity across a wide range of venues, subsequently best execution obligations apply to these executions. The primary goal of the algorithms is quality and certainty of execution. When executing on a venue, the algorithms are designed to only take the best price, venue costs never take precedence and venues are visited dynamically based on available prices for taking liquidity.

In general, the decision to execute or not on a certain venue is driven by the algorithm that has been chosen and what its specific goals are.

11- Reduced Demand For the Underlying Instrument

Some of the Company's underlying instruments may not become immediately liquid as a result of reduced demand for the underlying instrument and the Client may not be able to obtain the information on the value of these or the extent of the associated risks.

Reliability on Previous Performance Information of the previous performance of Credit Financier Invest International Limited's portfolio does not guarantee its current and/or future performance as well as a performance of the underlying instrument. The use of the historical data does not constitute safe forecast as to the corresponding future performance of the Company's portfolio and underlying instrument to which that information refers.

12- Over the Counter Transactions

Transactions made through Credit Financier Invest International Limited are not undertaken on a recognized exchange, rather they are undertaken through the Company's Trading Platform whereby execution is effected via Credit Financier Invest International Limited or other financial institutions. Accordingly, the Company may expose the Client to greater risks than the regulated exchange transactions. The terms and conditions and trading rules are established solely by the counterparty which may be Credit Financier Invest International Limited or some financial institutions.

The Client may be obliged to close an open position of any given Company's product during the opening hours of the Company's Trading Platform.

Transactions are not to be undertaken on a recognized or designated investment exchange and, accordingly, they may expose the Client to greater risks than the exchange transactions. The terms and conditions and trading rules may be established solely by the counterparty. The Client may only be able to close an open position of any given contract during the opening hours of the trading platform.

The Client may also have to close any position with the same counterparty with whom it was originally entered into. In regard to the transactions with the Company, the Company uses a Trading Platform for transactions which do not fall into the definition of a recognized exchange as this is not a Multilateral Trading Facility.

13- Swap Free Accounts

Credit Financier Invest International Limited may offer to its Clients accounts whereby no Swap will be credited, debited to Client's account. The condition of providing these is that the positions will not be opened for more than two days if the swap should have been paid by the client. In return, the client will not earn any swaps on his positions. You acknowledge that in case you holds\ a position for more than two consecutive days on such an account, we will have the right at our sole discretion to retroactively debit Swap amounts that should have been otherwise debited to your account on these positions held. The Swap amounts debited will be assessed by us as per what our providers and/or competitors debit to their clients' accounts on similar positions. We will not be obliged to credit any amounts back to the client.

14- Coverage

Credit Financier Invest International Limited offers a wide range of CFD's on Currencies, Metals, Commodities, Indices, Options and others.

Certain products may be subject to specific trading access arrangements. For example, XAUUSD.WE provides full trading access during weekends, while trading during weekdays is limited to close-only mode. CFI may introduce additional products with similar trading access conditions from time to time.

15- Managing Risk

Where exchange restrictions do not allow physical delivery of currency, the Company provides a mean of negating foreign exchange risk.

16- Key Risks Opportunity Loss

The Client will forego any benefit of a favourable exchange rate movement between the time he/she enters into a transaction and the maturity date.

17-Variation / Early Termination

Cancellations or a new execution order from the Client whether by telephone, fax or email or adjustments may result in an additional cost to the Client.

18- Cooling Off Period

There is no cooling off period.

19- Counterparty and Operational Risk

As is the case with most financial Markets products we enter into, Credit Financier Invest International Limited has performance obligations under any transaction.

Our ability to fulfil our obligations is linked to our financial wellbeing and to the effectiveness of our internal systems, processes and procedures. The first type of risk (our financial wellbeing) is commonly referred to as credit or counterparty risk. Credit risk is the risk associated with a loss or potential loss from counterparties failing to fulfil their financial obligations.

The second type of risk (the effectiveness of our internal systems, processes and procedures) is commonly referred to as operational risk. Operational risk is the risk of loss resulting from inadequate risk can be derived from employee errors and system failures or failed internal.

The Client must make his/her own assessment of our ability to meet our obligations. However, as a regulated FSA Investment Firm, we are subject to prudential regulation which is intended to reduce the risk of us failing to perform our obligations. The Client acknowledges that Credit Financier Invest International Limited acts as a counterparty to its Clients trades. All or part of these trades are covered within Credit Financier Invest International Limited's group of companies or related entities having same or similar shareholders. Some of these entities may act as a market maker for some instruments. This may entail additional risk of conflicts of interest.

20- Confirmations

The commercial terms of a particular Credit Financier Invest International Limited service or transaction will be agreed at the time of dealing. This may occur over the phone or electronically. Once we reach an agreement, both the Client and the Company are bound by the terms of the agreement. The Client is made aware that the online trading system may execute trades at wrong prices in some cases and the Client acknowledges and accepts that Credit Financier Invest International Limited may correct such orders later even if they are already confirmed on his account.

21- Execution Venues

"Execution Venues" are the locations (with or without a physical presence) such as regulated markets, multilateral trading facilities, systematic internalizes, market makers, liquidity providers or any other entity that facilitates trading of Financial Instruments. For the purpose of transmitting orders for execution, the Company acts as an agent on behalf of the Client. In that respect, the Company might disclose the Client details to the execution venue in case of disputes related to trading issues.

Credit Financier Invest International Limited provides execution-only trading and services for its Clients in Foreign Exchange, and CFD trading. CFI does not offer any advice and does not offer equity share trading in its CFD offerings. It is the decision of CFI's as to what markets it offers to its clients and it does so, not as a broker but as a principal and counterparty to each trade. As such, every market offered by the Company is quoted

as a derivative of the underlying market and we are the only execution venue to which you have access through us.

Credit Financier Invest International Limited will execute its Clients trades with entities within its group (related entities) or with other entities it has deemed suitable.

22- Scalping

Definition of Scalping

Scalping is a trading strategy that involves executing multiple short-term trades to profit from small price movements. It involves opening and closing positions within a very short time frame, sometimes within seconds or minutes. While the Company allows scalping, it must be conducted under fair and acceptable trading conditions.

Trading Conditions and Execution Risks

Due to the nature of scalping, traders engaging in scalping may experience negative slippage, especially during periods of high market volatility or rapid price fluctuations.

Scalping trades are subject to execution delays, order rejections, and spread widening, particularly during major market events.

The Company does not guarantee execution at the requested price due to the frequency and speed of scalping trades.

Restrictions on Excessive Scalping

Excessive scalping activity that puts undue pressure on the trading platform, impacts liquidity, or creates an unfair market advantage is prohibited.

The Company reserves the right to review trading activity and take necessary action if a client's scalping behavior is deemed disruptive or harmful to the trading environment.

Prohibition of Latency Arbitrage & Market Abuse

The Company strictly prohibits latency trading, which includes taking advantage of delayed price feeds, execution lags, or technical inefficiencies in the system.

Any form of market abuse, manipulation, or excessive trading behavior (including quote stuffing, spoofing, or unauthorized use of trading algorithms) is strictly forbidden.

If a client is found engaging in latency arbitrage, market manipulation, or any unfair trading practice, the Company reserves the right, at its sole discretion, to:

Void, reverse, or amend trades executed through such methods.

Suspend or close the client's account without prior notice.

Return only the deposited funds (excluding profits made through abusive trading practices). Company Discretion and Monitoring

The Company continuously monitors trading activity to ensure compliance with fair trading practices.

If the Company, at its sole discretion, determines that a client's trading behavior is abusive, excessive, or detrimental to the platform, it may:

Implement trading restrictions on the client's account.

Adjust execution conditions, including spreads and leverage.

Reject future trades that violate these conditions.

Client Acknowledgment and Risk Disclosure

By engaging in scalping, the client acknowledges and accepts the risks associated with negative slippage, execution delays, and variable spreads.

The Company shall not be liable for losses incurred due to market fluctuations, execution risks, or actions taken to prevent abusive trading behavior.

23- Market Gap

A market gap is the difference between the closing price of one period and the opening price of the next period. Market gaps are most often created between trading sessions, such as during the night or over the weekend.

At Credit Financier Invest International Limited, all Stop Loss orders will be confirmed at the best available price for trading. In the event of market gaps the requested price will be adjusted by the company automatically by the trading system or manually.

24- High Frequency Trading

Credit Financier Invest International Limited prohibits High Frequency Trading in its systems unless a Client is specifically authorized to do so by CFI. A Client should not request multiple orders within seconds of each other and if he does so, the client may face rejections on some or all of his orders and/or have some trades cancelled as per CFI's discretion and own assessment. The Client confirms he authorizes CFI to do so if CFI deems necessary.

25- Hedging Feature

The Metatrader system allows the feature of hedging; i.e. opening opposite direction positions on same pairs /trading instruments. The Client understands that while having an opposite position on a same pair/trading instrument off sets the exposure on that pair/instrument and fixes the floating profit/loss on the part hedged at the moment it is hedged, the Client will still have an exposure on some pairs if his floating profit/loss is in one currency and his account is denominated in another.

Accordingly, and in such cases, his floating profit/loss will increase/decrease relevant to the fluctuation of the net floating profit/loss base currency amount vs. the currency in which the account is denominated. For example, when hedged positions are opened in USD/JPY and the account is denominated in USD, his account equity will be subject to fluctuation according to the USD/JPY rate fluctuation on the floating profit/loss amount. Moreover, hedged positions with swap incurring accounts may gradually reduce equity over time, potentially leading to negative account equities if hedged positions are not closed.

Credit Financier Invest International Limited will have the option at its discretion to close hedged positions as defined in this paragraph that remain hedged for over a period of two weeks or at any time at its choice if Clients equity (balance plus floating result) will approach zero level.

The Company reserves the right to close fully hedged positions in the event of equity reaching 0 or below, and if the client fails to initiate any deposit or trading activity in their account for more than one month.

The company also has a Stopout methodology which liquidates the position with the highest loss first, aiming to increase the margin level percentage above the Stopout percentage of the account.

26- Amendments

Credit Financier Invest International Limited has the right to modify this policy at its discretion without having the obligation to inform the Client. Such modification will be announced by means of an email sent to the Client's registered email. The Client hereby undertakes to review the published policy and communicate any objections directly.

27- Risks Associated with Dealing in Forex

This Policydoes not disclose all of the risks in dealing in Forex. You should not deal in Forex unless you understand the nature of the contract you are entering into and the extent of your exposure to risk.

You should also be satisfied that the contract is suitable for you in the light of your circumstances and financial position. Importantly you should only trade Forex on margin if you are prepared to sustain a total loss of the money you have invested plus any commission or other Transaction charges.

The risk of loss in dealing in Forex can be substantial and it is possible to lose more than your initial investment. If the market moves against your position, you may be called upon to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by us, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.

28- Negative Balance Protection

The liability of a Retail Client for all Restricted Speculative Investments connected to that Retail Client's trading account with CFI that Deals in Restricted Speculative Investments, is limited to the funds in that trading account.

a) The effect of the above Rule is to prevent a Retail Client from incurring losses exceeding the funds the Retail Client has specifically dedicated to trading in Restricted Speculative Investments.
b) As a result, CFI has opened a trading account for a Retail Client to trade in Restricted Speculative Investments will not be able to recover any losses from the Retail Client that go beyond the funds in the Retail Client's trading account.

c) Funds in the Retail Client's trading account are generally cash in the account, and include unrealized net profits from open positions (i.e. the sum of unrealized gains and losses of all open positions recorded in

the Retail Client's account) in respect of all Restricted Speculative Investments held in the Retail Client's trading account.

In cases where there is evidence of misuse or abuse of trading privileges, CFI reserves the right to initiate measures to rectify negative balances, which include transferring funds from other subaccounts related to the Client.

29- Other

The provisions of this policy are to be enforced to the fullest extent permissible under applicable law. If any particular provision or portion of this policy is adjudicated to be invalid or unenforceable, this policy will be deemed amended to revise that provision or portion to the minimum extent necessary to render it enforceable. Such amendment will apply only with respect to the operation of this paragraph in the particular jurisdiction in which such adjudication was made.

Indemnification

The Client agrees to indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- The Client's breach of this Policy or any applicable laws and regulations.
- The Client's misuse of the Company's trading platform or services.
- Any third-party claims resulting from the Client's trading activity.

This indemnity obligation shall survive the termination of the Client's relationship with the Company.

Force Majeure

The Company shall not be liable for any failure to perform its obligations or delays in the performance thereof caused by events beyond its reasonable control (hereinafter "Force Majeure Events"). Such events include but are not limited to natural disasters, acts of war, terrorism, cyberattacks, pandemics, government actions or restrictions, power failures, communication disruptions, and technical failures of external service providers.

In the event of a Force Majeure Event, the Company reserves the right to suspend or modify its operations, cancel transactions, or take any other reasonable action necessary to mitigate its effects. The Client acknowledges and agrees that the Company shall not be held responsible for any resulting losses or damages.

30- Data Publication

This Policy shall be governed by, construed and given effect to in accordance with the rules and regulations of the Seychelles. Any disputes shall be irrevocably submitted to the exclusive jurisdiction of the Seychelles.

31- Margin Call Policy

The Weekend/Holiday Margin Call Policy will allow Clients to maintain a minimum 50% of the Margin Level over the weekend. This will applied for all accounts except those with a margin requirement above $100K and some account types as decided by CFI which should maintain a 100% Margin Level over the weekend.

CFI reserves the right to change its Margin Policy as it sees fit and while CFI will always aim to inform Clients beforehand, it may be impossible to do so under certain and prevailing market conditions which could dictate otherwise.

It is advisable to ensure that Clients have enough funds to maintains their positions – and not to use a high leverage to have a buffer in place to allow for any potential volatility otherwise, we may be obliged to hedge some or all of the concerns client open positions in order to reach the required Margin Level.

The Client acknowledges and agrees that it is their sole responsibility to:

1) Monitor all open positions, account balances, and trading activity regularly.

2) Ensure that adequate margin is maintained in their trading account at all times to prevent margin calls or automatic liquidations.

The Company shall not be held liable for any losses resulting from the Client's failure to monitor their account or respond to margin calls in a timely manner. The Company reserves the right to close positions at its discretion if margin levels fall below the required thresholds.

3) Waiver of Class Actions

The Client agrees that all claims or disputes must be pursued on an individual basis. The Client expressly waives any right to bring or participate in any class, collective, or representative action against the Company.

If this waiver is found to be unenforceable, any class action claims shall be subject to arbitration as outlined in the Arbitration Clause of this Policy.

4) Regulatory Compliance

The Company shall not be liable for any delays, losses, or damages resulting from compliance with applicable laws, regulations, or governmental directives, including those imposed by regulatory authorities in the Seychelles or other jurisdictions.

The Client acknowledges that regulatory compliance may require the Company to impose restrictions on trading activities, request additional documentation, or suspend services, and the Client agrees to fully cooperate with such requirements.

October 2026