

TRADING POLICY

Agreement Terms

- This Client Agreement is entered into by ConneXarCapital Ltd Incorporated (hereinafter referred to as "Company") and the Client who submitted a registration form at www.ConneXarCapital.com (hereinafter referred to as "Client").
- The Agreement sets forth the relationship between the Client and the Company including but not limited to: orders' execution, Client policies, payments and/or payouts, claims resolution, fraud prevention, communication and other aspects.
- Any possible arguments between the Client and the Company will be settled in compliance with the Agreement unless stated otherwise.
- By entering into the Agreement the Client guarantees that he/she is a person of a legal age. In case the Client is a legal entity, it guarantees the entity is capable and no other parties are eligible to perform any actions, claims, demands, requests, etc in respect to the Client's trading account.
- All the operations on and with the Client's trading account are performed in full compliance with this Agreement unless stated otherwise

Terms definition

- "Access Data" denotes all the access logins and passwords related to Client's trading account(s), Personal Area, or any other data providing access to any other Company's services.
- "Ask" denotes the higher price in the Quote at which the Client may open a "Buy" order.
- "Autotrading Software" - denotes an Expert Advisor, that is, a piece of software which performs trading operations automatically or semi-automatically without interference (or with a partial or occasional interference) of a human.
- "Balance" denotes the total of all the closed orders (including deposits and withdrawals) in the Client's trading account at a given time.
- "Base Currency" denotes the first currency in the Currency Pair.
- "Bid" denotes the lower price in the Quote at which the Client may open a "Sell" order.

- “Business Day” denotes any day between Monday and Friday, inclusive, except any official or non-official holidays announced by the Company
- “Client Terminal” denotes Meta trader 5, or any other software in all its versions, which is used by the Client to obtain information of financial markets in real-time, perform different kinds of market analysis and research, perform/open/close/ modify/delete orders, and receive notifications from the Company.
- “Currency of the Trading Account” denotes the currency that the Trading Account is denominated in; all the account’s calculations and operations are performed in this currency.
- “Currency Pair” denotes the object of a transaction based on the change in the value of one currency against the other.
- “Client Information” denotes any information that the Company receives from the Client (or in other ways) related to him/her, his /her trading account, etc.
- “Floating Profit/Loss” denotes current profit/loss on Open Positions calculated at the current price.
- “Free Margin” denotes funds in the Client’s account, which may be used to open a position. Free Margin is calculated in the following way:
$$\text{Free Margin} = \text{Equity} - \text{Required Margin}.$$
- “Index CFD” denotes a contract for difference by reference to the fluctuations in the price of the underlying stock index.
- “Indicative Quote” denotes a price or a quote at which the Company has the right not to accept or execute any Orders or perform any modifications to the orders.
- “Initial Margin” denotes the required margin to open a position. It can be viewed in the Trader’s Calculator.
- “Instruction” denotes an instruction from the Client to open/ close a position or to place/modify/delete an Order.
- “Instrument” denotes any Currency Pair, Metal, Energy or Index CFD. It can be also referred to as “Trading Instrument” or “Trading Tool”
- “Leverage” denotes the virtual credit given to the Client by the Company. E.g., 1:100 leverage means that Initial Margin for the Client will be 100 times less than the Transaction Size.
- “Long Position” denotes a buy order, that is, buying the Base Currency against the Quote Currency.

- "Lot" denotes 100000 units of the Base Currency, 1000 Barrels of Crude oil or any other number of contracts or troy oz. described in the Contract Specifications.
- "Lot Size" denotes the number of units of Base Currency or troy oz. of Metal defined in the Contract Specifications.
- "Margin" denotes the amount of funds required to maintain Open Positions, as determined in the Contract Specifications for each Instrument.
- "Margin Level" denotes the percentage Equity to Required Margin ratio. It is calculated in the following way:
$$\text{Margin Level} = (\text{Equity} / \text{Required Margin}) * 100\%.$$
- "Margin Trading" denotes Leverage trading when the Client may make Transactions having far less funds on the Trading Account compared to the Transaction Size.
- "Open Position" denotes a Long Position or a Short Position which is not yet closed.
- "Order" denotes an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.
- "Order Level" denotes the price indicated in the Order.
- "Precious Metal" denotes spot gold or spot silver.
- "Price Gap" denotes the following:
 - Current Bid price is higher than Ask of the previous Quote; or
 - Current Ask price is lower than Bid of the previous Quote.
- "Quote" denotes the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.
- "Quote Currency" denotes the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.
- "Required Margin" denotes the margin required by the Company to maintain Open Positions.
- "Risk Disclosure" denotes the Risk Disclosure document.
- "Segregated Account" denotes a bank account where the Clients' funds are kept separately from the Company's funds, as the regulations demand.
- "Short Position" denotes a sell position, that is, selling the Base Currency against the Quote Currency.
- "Spread" denotes the difference between Ask and Bid prices.

- “Trading Account” denotes the Client’s personal account in the Company at which the Client can perform orders, transactions, deposits, withdrawals, etc
- “Trading Platform” denotes all the Company’s software and hardware environment which provides real-time Quotes, allowing Orders placing/modification/deletion/execution. The Trading platform also calculates all the mutual obligations between the Client and the Company.
- “Transaction Size” denotes Lot Size multiplied by the number of Lots.
- “Website” denotes the Company’s website at www.ConneXarCapitalLtd.com.

Client orders and transactions

The Company provides Market Execution on all the trading instruments. The Company applies ECN/STP model to orders’ execution, that is, all the Client’s positions are offset to the interbank liquidity providers. In some cases the orders may fail to be offset, or the Company may solely decide not to offset an order or a group of orders.

- As a result of the nature of the Market Execution, slippage during orders opening/closure may occur. The Client agrees that such possible occasional slippage is a natural consequence and feature of Market Execution and the Company is not responsible for it in any way.
- Any possible open/close price deviation is a subject of the available liquidity. The Company bears no responsibility for the consequences of such deviations and/or price difference from the price requested by the Client.
- The Client can cancel a sent order only while it is in queue with “Order is accepted” status. In this case the Client should press the “Cancel order” button. Due to the specifics of the Client Terminal order cancellation in this case cannot be guaranteed.
- The Client’s request to open/modify or close an order can be declined in the following cases:
 - During market opening when the order is sent before the first quote is received by the Trading Platform;
 - In exceptional market conditions;
 - In case the Client doesn’t have sufficient margin. In this case “Not enough money” or “Insufficient funds” message is displayed by the Trading Platform;
 - In case the Client uses an Autotrading Software performing over 30 requests per minute the Company reserves a right to ban such Expert Advisors or cBots;

- The use of the same IP address by different clients can be a reason to consider all the orders in all the accounts, performed from this IP address, as those performed by the same Client;
- Orders opened or closed by off-market quotes can be cancelled:
 - In case the order was opened by an off-market quote;
 - In case the order was closed by an off-market quote;
- Using arbitrage strategies on linked markets (e.g. currency futures and spot currencies) is prohibited. In case the Client uses arbitrage in either clear or hidden way, the Company reserves a right to cancel such orders.
- In exceptional cases short-term orders lasting less than 180 seconds can be cancelled should they be considered an abuse.
- The Company reserves a right to cancel Client's orders in case they do not comply with this Agreement.
- In case the Client uses a swap-free account to perform arbitrage orders the Company reserves a right to change the account status back to regular and deposit/charge swaps for the whole period with prior written notification.
- Energy (Crude Oil, Gas) spot price and future price feed might be changed according to our liquidity terms without prior notice.
- Swap addition/deduction to open orders is performed from 23:59:00 to 00:01:00, terminal time. So the swap charges (or, on the contrary, payouts) will be applied to all open orders during the period from 23:59:00 to 00:01:00, terminal time.
- The Company reserves a right to increase spreads in case one or more of the following events occur:
 - In case the market conditions become irregular;
 - In case trading conditions for one or more currency pairs are changed;
 - In case of Force Majeure event(s);

Order processing

- At the moment when the Client's order to open the position comes to the server, an automatic check of the trading account for free margin for the open order is carried out. In the event that the necessary margin is present, the order is opened. If the margin is not sufficient, the order is not opened. Due to Market execution an opening price may differ from the requested one. The note about the open order appearing on the log-file of

the server declares that Client's request has been processed and the order has been opened. Each open order on the Trading Platform receives a ticker.

- While opening an order on the market the Client shall not submit orders "Stop Loss" and "Take Profit" due to Market Execution. Setting "Stop Loss" and "Take Profit" is performed by modifying an open order

Mandatory position closure (Margin call and stop out)

- Margin call occurs whenever the account's margin level falls below a designated percentage described in the Trading Account specification on the Company Website. The Company is entitled but not liable to close Client positions in this case.
- The Company is liable to mandatory close Client open positions without prior notification in case Margin level falls below the designated percentage described in the Trading Account specification on the Company Website. This event is called Stop Out.
- Stop out is executed at a current market quote on a first-come-first-serve basis. Stop out will be fixed in the server's log-file as "stop out".
- In case the Client has several open positions, the first position to close will be the one with highest floating loss.
- In case Stop Out leads to account balance becoming negative, this does not imply any debt payments from the Client and can't be deemed as such. The Company will compensate the account balance to zero. In exceptional cases (should the Company deem Client's actions as fraudulent or intentional) the debt may be claimed by the Company.
- Margin Call and Stop Out levels may be increased during news releases, periods of high market volatility, abnormal market conditions and other irregular events.

Leverage modification

Leverage modification by the Client is only allowed once in every 15 days

- The Company reserves a right to modify Client's leverage settings at any time without prior notification.
- The Company may at its discretion change the leverage of any account under circumstances different from the cases described in the Agreement should it be deemed necessary or appropriate.

Trading conditions

- Complete trading conditions including but not limited to current spreads, currency pairs, lot sizes, transaction sizes, long and short swaps, commissions, volume and/or deposit limitations, account types, etc is located at the Company's website at www.ConneXarCapitalLtd.com. The Company reserves a right to modify/add/cancel any or all of the trading conditions. Such modifications are a subject of prior notification.
- Any kind of abusing and/or taking unfair (direct or indirect) advantage of the Company's trading conditions may be a subject of investigation. Should facts of such abuses arise, the profit and/or loss gained with this advantage may be canceled by the Company's sole decision. The Client fully acknowledges this.

Orders' rules

Opening, modification and deletion of orders is only allowed during active trading hours set forth in the Contracts Specification. Opening, modification and deletion of orders is not allowed beyond trading hours when trading is not allowed.

- In the exceptional case of irregular market conditions, trading for a certain tool may be prohibited (fully or partially, temporarily or permanently) until the conditions remain irregular or until further notice.
- All the pending orders are executed by GTC Model ("Good Till Cancelled") and have no period of validity, that is, they remain active until cancelled by the Client. The Client however has a right to set the order's expiration date by him/herself.

- In case one or several order parameters are invalid or missing, an order may be declined by the Trading Platform.
- The Company at its sole discretion will specify the current market price.
- Orders of all types shall not be placed closer than a stated number of points to the current price. The minimum distance in points from the current price may be varied with prior notice.
- A note in the server log-file about the order opening means the Client has opened an order and agrees with it. Each order receives a unique number (a ticker).
- In case an order opening is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform. A message “No price/Trading is forbidden” will appear in the Client Terminal.
- A note in the server log-file about the order closure or modification means the Client has modified or closed an order and agrees with it.
- In case an order closure or modification is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform.

Margin requirements

- The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may require from time to time in compliance with the Agreement. It is the Client's sole responsibility to ensure that the Client understands how margin is calculated.
- The Client shall pay Initial Margin and/or Hedged Margin at the moment of opening a position.
- If no Force Majeure Event has occurred, the Company is entitled to change margin requirements, giving to the Client 3 (three) Business Days Written Notice prior to these amendments.
- The Company is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.
- The Company is entitled to apply new margin requirements amended in accordance with above mentioned paragraphs to the new positions and to the positions which are already open.

- The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than certain rate depending on the account type as stipulated on Company Website.
- It is the Client's responsibility to notify the Company as soon as the Client believes that the Client will be unable to meet a margin payment when due.
- The Company is not obliged to make margin calls for the Client. The Company is not liable to the Client for any failure by the Company to contact, or attempt to contact the Client.

Deposit and withdrawal

- The Client may deposit funds into the Trading Account at any time. All payments to the Company shall be made in accordance with the Payment Instructions set forth at the Company's Website. Under no circumstances will third party or anonymous payments be accepted.
- In case the nature of deposit means does not allow instant payment processing (bank wire, etc), the Client is to create a Deposit Request in the Personal Area. Failure to do so will lead to delays in account deposit.
- It is the Client's sole responsibility to create Deposit Requests in his/her Personal Area and to fill them in a correct and proper way. Failure to do so will lead to delays in account deposit.
- The Client may withdraw funds from the Trading Account at any time in accordance with the procedures as described below.

If the Client requests to withdraw funds from the Trading Account, the Company shall pay the specified amount within three (3) Business Days once the request has been accepted, if the following conditions are met:

- o Withdrawal request contains all necessary information;
- o The request is to perform funds transfer to the Client's bank account or e-currency account (under no circumstances will payments to third party or anonymous accounts be accepted); and
- o Client's Free Margin exceeds or equals to the amount specified in the withdrawal request including all payment charges.

- The Company shall debit the Client's Trading Account for all payment charges (if applicable).
- In case the account was deposited by various means, withdrawal shall be performed via the same means proportionally to the deposited amounts.
- In exceptional cases (such as Force Majeure circumstances, termination of payment system operation, etc) Company is entitled to decline Client's funds withdrawal in this payment system. Such cases shall be considered on a case by case basis.
- To provide financial security for the Client in some cases the Company reserves a right to withdraw Client's funds only to his/her bank account.
- In case an account was funded via debit or credit card and a withdrawal request is submitted within 60 days from the date of deposit, the funds may be credited back to the same card. Up to 100% of the initial deposit may be withdrawn to the card. The amount over the initial deposit can be withdrawn via bank wire.
- If an account was funded via debit or credit card, a card copy may be required to process a withdrawal. The copy must contain the first 6 digits and the last 4 digits of the card number, cardholder's name, expiry date and cardholder's signature.
- Internal transfers (that is, transfers from one trading account to another within the Company) between third parties are prohibited.
- If the Client has the obligation to pay any amount to the Company which exceeds the Trading Account Equity the Client shall pay the amount of excess forthwith upon the obligation arising.
- All incoming payments shall be credited to the Client's Trading Account no later than one (1) Business day after funds are received by the Company.
- The Client acknowledges and agrees that where an amount is due and payable to the Company in accordance with the Agreement and sufficient funds are not yet credited to the Client's Trading Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights in compliance with the Agreement.
- The Client shall make any margin payments or other payments due in US dollars, Euros, and other currencies accepted by the Company. The payment amount will be converted into the Currency of the Trading Account at the current market rate.
- The Company is entitled but not obliged to cover deposit and withdrawal fees applied by Skrill (Moneybookers), Neteller, or any other payment processor. In cases the Company deems appropriate such fees can be charged from the client.

NON-REFUND POLICY

ConneXarCapital Ltd does not have a refund policy. In case you are not satisfied with our service level, you can request withdrawal from your trading account. It won't be refunded. After closing all positions the available equity will be transferred. This policy can be modified or edited without prior notice.

Commissions, charges and other costs

- The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Agreement. The Company will display all current commissions, charges and other costs at its Website.
- The Company may modify commissions, charges and other costs from time to time without prior notice.
- The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
- The Company is not liable to disclose any reports regarding profits, commissions and other fees received by Company from Client's trading, unless stated otherwise by the Agreement.
- Should the free margin of the account be insufficient to deduct the weekend fee, the fee will be applied in full once the amount of free margin is equal to or exceeds the amount of weekend fee.
- By opening an account the Client unconditionally accepts all fees applicable to his/her account as per trading conditions described on the Company Website.
- 16.6. The Claim resolution term is set as 10 (ten) working days since the claim has been submitted. In occasional cases the term may be increased.

- o 20.4.2. Close down any or all Open Positions at the prices which the Company shall consider in good faith to be appropriate;
- o 20.4.3. Suspend or freeze or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; or
- o 20.4.4. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.

Miscellaneous

- The Company has the right to suspend the Client's Trading Account at any time for any good reason with or without Written Notice to the Client.
- If the Balance of the Client's Trading Account equals zero, the Company has the right to delete such Trading Account in a few months after the last trading or monetary operation was performed in this account with or without Written Notice to the Client.
- In case any term of the Agreement (or any part of it) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement,. However, the enforceability of the remainder of the Agreement shall not be affected.
- The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be voided.
- The Client is entitled to make a request for changing the IB he or she assigned to, subscribing to the IB, and unsubscribing from the IB via the Company's Customer Support or by sending the corresponding written request at support@ConneXarCapital Ltd.com. However, the decision on approving this request is subject to the Company's sole decision.
- The Company is entitled to unsubscribe the Client from the IB at its sole decision at any moment without any notice.

- Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- The Client accepts and understands that the Company's official language is English and the Client should always read and refer to the English Version of the Company's Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and does not bind the Company or has any legal effect whatsoever. The Company shall not bear any responsibility or liability regarding the correctness of the information therein.

