

ORDER EXECUTION POLICY

xChief Central Asia Ltd.

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Trade Responsibly: Contracts for Difference (**CFDs**) are complex derivative instruments that are traded on margin (**Leveraged Products**). Margin trading carries a substantial degree of risk, as the use of leverage can significantly increase both potential gains and potential losses. Because of this, Leveraged Products may not be appropriate for every investor, and you should be aware that it is possible to lose the entire amount of your invested capital. You should never risk more than you can afford to lose. If you are uncertain whether trading is suitable for you, we recommend obtaining independent professional advice. Please take the time to read our **Risk Disclosure Notice** carefully for a full explanation of the risks associated with trading Leveraged Products.

1. INTRODUCTION

1.1. This Order Execution Policy (the "Policy") forms an integral part of the Client Agreement of xChief Central Asia Ltd ("xChief"). It provides a detailed description of the principles and practices applied by the Company when executing transactions in Contracts for Difference ("CFDs").

1.2. By entering into the Client Agreement, the Client acknowledges and agrees to be bound by the terms of this Policy. Clients are strongly advised to carefully review this document, together with any additional disclosures made available on our Website, prior to opening an account or conducting any trading activity with xChief. Should further clarification be required, Clients are encouraged to seek independent professional advice.

1.3. Capitalised terms not otherwise defined herein shall bear the meaning assigned to them in Schedule A (Glossary) of the Client Agreement.

1.4. This Policy applies to all Clients of xChief (Retail and Professional), unless otherwise specified.

1.5. Specific leverage limits or restrictions on instruments may be applied in accordance with applicable legislation and the Company's policies.

1.6. Contracts for Difference ("CFDs") are not intended for distribution in jurisdictions where their offering would contravene local laws or regulatory requirements. This Policy does not constitute an invitation or solicitation to engage in trading activities where such activities are unlawful.

1.7. Any questions relating to this Policy should be directed to our Customer Support Department.

2. EXECUTION ELEMENTS

2.1. Prices: xChief receives aggregated pricing from leading liquidity providers ("LPs"). This allows the Company to offer competitive bid/ask spreads under normal and abnormal market conditions. In times of extreme volatility, certain LPs may withdraw pricing, resulting in wider spreads or quotation unavailability.

2.2. Re-quoting: If the requested price is no longer available, the Client may be offered a secondary price. The secondary price reflects the prevailing market rate provided by LPs. xChief does not re-quote pending orders.

2.3. Slippage: Slippage represents the difference between the requested order price and the executed price at the time of order execution. It may occur during periods of low liquidity or high volatility. Slippage is a normal characteristic of trading and applies equally to both positive and negative price movements.

2.4. Partial Fills: Orders may be executed in several parts if sufficient liquidity is not available to fill the order at once. Each part will be executed at the prevailing market price.

2.5. Commission: A commission may be charged on certain products. Details are provided on the Company's Website.

2.6. Mark-up: xChief may apply a mark-up on spreads when trading CFDs through MetaTrader 5 platform.

2.7. Trade Rejection: Orders submitted at prices deemed invalid by the Company's systems may be rejected. Clients may contact the Dealing Department for further assistance where applicable.

3. ORDER TYPES FOR METATRADER 5

3.1. Market Orders: A Market Order is an instruction to buy or sell a specified quantity of a financial instrument at the prevailing market price available at the time of execution. The system aggregates liquidity from multiple third-party providers and executes the Market Order at the Volume-Weighted Average Price ("VWAP"), reflecting the best available execution across liquidity tiers.

5.2 Pending Orders: Pending Orders allow Clients to buy or sell once predefined price conditions are met. The following types of Pending Orders are available on MetaTrader 5:

Buy Stop: A Buy Stop Order is an instruction to purchase a specified quantity of a financial instrument at a trigger price ("Stop Price") that is higher than the prevailing market price. Once the Stop Price is reached, the Buy Stop Order is converted into a Market Order and executed at the best available price.

Sell Stop: A Sell Stop Order is an instruction to sell a specified quantity of a financial instrument at a trigger price ("Stop Price") that is lower than the prevailing market price. Upon activation, the Sell Stop Order is converted into a Market Order and executed at the best available price.

Buy Limit: A Buy Limit Order is an instruction to purchase a specified quantity of a financial instrument at a designated price ("Limit Price") that is lower than the prevailing market price. The order shall only be executed at the Limit Price or better.

Sell Limit: A Sell Limit Order is an instruction to sell a specified quantity of a financial instrument at a designated price ("Limit Price") that is higher than the prevailing market price. The order shall only be executed at the Limit Price or better.

Stop Loss: A Stop Loss Order is a protective order that may be attached to an open position or a pending order, designed to limit potential losses. Once the specified price ("Stop Loss Price") is reached, the order is converted into a Market Order and executed at the best available price, which may be equal to, higher, or lower than the Stop Loss Price, depending on prevailing market conditions.

Take Profit: A Take Profit Order is a protective order that may be attached to an open position or a pending order, designed to secure realised gains. Once the specified price ("Take Profit Price") is reached, the order is executed at the Take Profit Price or better.

Stop-Limit Orders: An order combining the features of a Stop and a Limit Order. Once the stop level is reached, the Stop-Limit Order becomes a Limit Order, executed at the specified price or better.

Good till Cancelled (GTC) Orders: Orders remain active until executed or cancelled by the Client. GTC Orders may become redundant in cases where the underlying CFD on futures expires or reaches maturity.

Good till Date (GTD) Orders: Orders remain valid until a specific expiry date set by the Client. If the conditions are not met by the expiry date, the order will be automatically cancelled by the system.

5.3 Order Modification and Cancellation. Clients may amend or cancel Pending Orders under the following conditions:

- a. If the order is cancelled manually by the Client before the specified price level is reached;
- b. If the order expires in accordance with the designated timeframe set by the Client;
- c. If the order is triggered but sufficient free margin is not available in the account, in which case the order will be automatically cancelled.

5.4 Pending Order Deletion: xChief reserves the right to remove any Pending Order that has not been triggered within one (1) month from the date of entry into the system.

5.5 The Company executes orders primarily via automated systems with limited manual intervention. However, under circumstances described in the "Events Outside Our Control" section of the Client Agreement, xChief reserves the right to execute, reject, or modify any order at its sole discretion without prior notice to the Client. Such circumstances may include, but are not limited to:

- a. periods of exceptional market volatility;
- b. illiquidity or disruption in price feeds;
- c. significant order size relative to market depth (The determination of "significance" shall be at the sole discretion of the Company);
- d. detection of abusive trading practices (e.g. latency arbitrage, use of identical strategies across multiple accounts).

4. MARGIN AND LEVERAGE

4.1. For the purpose of margin calculation, the leverage level applied shall be the lower of (i) the leverage applicable to the trading account and (ii) the leverage applicable to the underlying symbol. This applies to all trading platforms.

4.2. Any subsequent amendments to the leverage on an account already engaged in trading may directly impact open positions and could result in a stop-out.

4.3. Where the Margin Level falls to 70% or below, the Company reserves the right to initiate liquidation of positions, beginning with the position reflecting the highest loss in absolute terms. At a Margin Level of 60% or below, open positions shall be closed automatically by the platform, commencing with pending orders requiring the highest margin. If the Margin Level remains at or below 60%, the platform will continue liquidating positions until the Margin Level exceeds 60%.

5. NEGATIVE BALANCE PROTECTION

5.1. The Company provides Negative Balance Protection ("NBP") to all Clients, whether Retail or Professional. Accordingly, Clients' losses shall not exceed their account balance.

5.2. In the unlikely event that a Client's account reflects a negative balance, including as a result of a market gap, the Company shall credit the Client's account to restore the balance to zero.

6. CORPORATE ACTIONS

6.1. Dividends:

- a. Clients holding long positions in Stock CFDs or Indices CFDs on the ex-dividend date shall receive a cash adjustment, credited to their trading account;
- b. Clients holding short positions in Stock CFDs or Indices CFDs on the ex-dividend date shall be charged a cash adjustment, debited from their trading account;
- c. The Company reserves the right to adjust margin requirements prior to the release of a dividend;
- d. Where dividends are paid in stock, the equivalent cash adjustment shall be credited or debited to the Client's account based on the closing share price on the day preceding the ex-dividend date.

6.2. Fractional Share Adjustments: Where a corporate action results in fractional entitlements, these shall be settled in cash.

6.3. Other Corporate Actions: The Company may adjust Client positions to reflect the economic impact of corporate actions, including but not limited to stock splits, rights issues, mergers, and acquisitions.

6.4. Earnings Announcements: Margin requirements and exposure limits may be increased on relevant instruments ahead of scheduled announcements.

6.5. De-listing: Where an instrument is de-listed, all open positions shall be closed at the last available market price.

6.6. The Company reserves the right, in respect of any corporate action not specifically covered herein, to:

- a. increase margin requirements;
- b. suspend or halt trading;
- c. limit exposure to the relevant instrument;
- d. close affected positions; or
- e. take any other measure deemed necessary.

7. BEST EXECUTION

7.1. The Company shall take all sufficient steps to achieve the best possible execution for Clients, considering factors including price, costs, speed, likelihood of execution and settlement, order size, and other relevant criteria.

7.2. Where Clients provide explicit instructions regarding order execution, the Company shall execute the order in accordance with those instructions. In such cases, execution will be deemed compliant with the best execution obligation.

7.3. Prices: The Company provides live streaming quotes on its trading platforms, derived from liquidity providers plus an applicable mark-up. Bid and Ask prices may differ between platforms due to price aggregation and liquidity availability.

- a. **Bid-Ask Spread:** The spread represents the difference between the Bid and Ask price, inclusive of any applicable mark-up.
- b. **Pending Orders:** Orders such as Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss, and Take Profit shall be executed at the specified levels where possible.
- c. **Quote Provider:** Quotes are derived from third-party liquidity providers.
- d. **Transmission:** Orders are transmitted to the Company's trading platforms, where they are executed subject to availability and system performance.

7.4. Costs: The Company does not charge additional execution costs beyond those disclosed.

7.5. Speed of Execution: The Company executes orders via high-speed connections across multiple servers. Execution may, however, be impacted by internet instability or client-side connectivity.

7.6. Likelihood of Execution: The probability of execution depends on the availability of liquidity. Execution may be subject to delays or rejections during abnormal market conditions.

7.7. Likelihood of Settlement: All executed transactions are settled immediately, as the Company is always the execution venue.

8. OTHER EXECUTION CONSIDERATIONS

8.1. Currency Valuation: Conversion into the Client's base currency may be provided solely for valuation purposes. This shall not represent an actual conversion.

8.2. Size of Orders: Minimum and maximum order sizes are defined on the trading platforms and Website. The Company reserves the right to amend these limits and to reject orders where deemed necessary.

8.3. Position Limits: The Company may impose limits on the number of contracts or net position exposure per Client. Clients will be notified where practicable.

8.4. Negative Instrument Prices: Where instruments trade at negative prices, the Company will close open positions at zero price. The Company further reserves the right to:

- a. adjust margin requirements;
- b. suspend or restrict trading;
- c. impose "close-only" status on relevant instruments.

9. EXECUTION VENUES

9.1. For all financial instruments offered by the Company, we act at all times as principal to Client's transactions and not as agent. While we may transmit orders for execution to third-party liquidity providers, xChief remains the sole counterparty to Client trades. Accordingly, we are the sole execution venue for the purposes of this Policy.

9.2. Complete details of trading conditions, including trading hours for each instrument, are available on our trading platforms and on the Company's Website. Any amendments or holiday schedules shall be notified via the internal communication channels of the trading platform.

9.3. The Company maintains procedures to monitor and evaluate the quality of order execution. We assess the competitiveness of our pricing, order speed, incidence of slippage, and re-quote frequency in comparison with other market participants.

9.4. Our Compliance and Internal Audit functions conduct periodic and independent reviews of execution arrangements. These reviews are carried out at least annually and may result in recommendations for enhancements to our systems and processes. Where material changes to execution arrangements or policies occur, Clients shall be duly informed.

10. CLIENT CONSENT

10.1. By entering into the Client Agreement, the Client expressly consents that all transactions in financial instruments shall be executed with xChief acting as principal and not as agent. Transactions are conducted off-exchange, and therefore Clients may be exposed to risks greater than those associated with trading on a regulated market.

10.2. By accepting the Client Agreement, the Client acknowledges and consents that xChief shall, without exception, act as the sole execution venue for all orders and shall remain the counterparty to all transactions executed under this Policy.

10.3. By opening an account, the Client further consents to execution in accordance with this Policy and authorises xChief to exercise discretion to refuse, cancel, or terminate access to the trading platforms in cases including, but not limited to:

- a. abusive trading practices such as arbitrage, latency exploitation, or manipulative behaviour;
- b. activities inconsistent with good faith or contrary to the terms of the Client Agreement.

In such cases, xChief reserves the right to close accounts, cancel trades, recover losses, and group multiple orders for execution at the volume-weighted average price where abusive practices are detected.