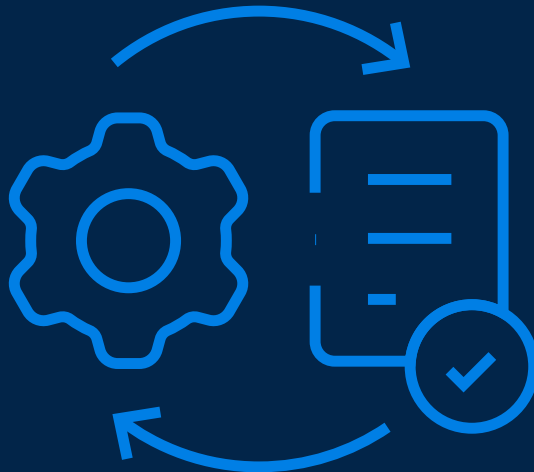


WOXA LIMITED

Order Execution Policy



WOXA LTD. registered with license number **GB22200605** with registered address at 30 St Georges Street 3rd Floor, Manor House, Port Louis, MAURITIUS.
WOXA LIMITED. registered number **26740** BC 2022 with registered address at Beachmont Business Centre, 329, Kingstown, St. Vincent and the Grenadines.

All disputes which may arise between you and Woxa.com including their successors in title under general or special title as a result of these Terms and Conditions or as a result of further agreements and other acts in connection with these Terms and Conditions shall be settled exclusively by arbitration in Mauritius and St. Vincent and the Grenadines and in accordance with Mauritius and St. Vincent and the Grenadines Civil Procedure Rules

WOXA LIMITED

Order Execution Policy

1. Introduction

1.1 The Policy is entered by WOXA LIMITED (“the Company”).

1.2 The Company is a registered Limited Liability Company incorporated and authorized by the Financial Services Commission in Mauritius, with an Investment Dealer License with license number GB22200605. Its registered office is at 30 St Georges Street 3rd Floor, Manor House, Port Louis, Mauritius.

1.3 This Policy shall apply to all interactions, transactions, and engagements conducted on “woxa.com”. It governs the relationship between the Company and its client in connection with the use of “woxa.com” services, products, and any related activities in respect of the applicable laws and regulations.

1.4 The Company is required to provide its clients and potential clients with a summary of its Order Execution Policy (hereinafter the “Policy”).

1.5 Under the above legislation, the Company is required to take all reasonable steps to obtain the best possible result (or “market execution”) on behalf of its clients either when executing client orders or receiving and transmitting orders for execution. These rules require firms to put in place an execution policy which sets out how it will obtain best execution for its clients and to provide appropriate information to its Clients on its Order Execution Policy.

1.6 This Policy forms part of our agreement. Therefore, by entering into an agreement with the Company, you are also agreeing to the terms of our Financial Instruments Order Execution Policy, as set out in this document.

2. Interpretation of Terms

2.1 Unless otherwise stated herein, the following terms shall have the meaning as described here below:

“**Available**” shall mean the Balance plus Credit. The operation shall be calculated as:

Available = Balance + Credit

“**Balance**” shall mean the total financial result in the Client account available for trading, excluding the Credit. Balance will disclose the Client’s remaining fund after accounting for the depositing/withdrawal and completing transaction operation at any period of time.

“**Balance Amount**” shall mean the amount of Balance which the Client spends to open a position.

“Client” shall mean a legal entity or a natural person who enters into agreement with the Company WITH TRADING PURPOSE.

“Company” shall mean WOXA LIMITED, a broker acting as intermediate between the underlying market and the Client, offering trading Service for underlying assets in a CFD, which may be Currency Pairs, Metals, Commodities, Indices, Stocks, Cryptocurrencies or any other asset according to the Company’s discretion from time to time.

“Credit” shall mean the additional funds provided to a Client's account as part of the Bonus offer by the Company. Credit can be used for trading purposes only.

“Credit Amount” shall mean the amount of Credit which the Client spends to open a position.

3. Scope and Services

3.1 The Policy applies to all clients.

3.2 This Policy applies when executing transactions with you for the Financial Instruments provided by the Company. The Financial Instruments provided by the Company are derivatives of an underlying financial instrument, and it is up to the Company’s discretion to decide which types of Financial Instruments to make available and to publish the prices at which these can be traded.

The Company, through its trading platform, provides the client with live streaming prices, “Quotes”. The Company is always the counterparty (or principal) to every trade; therefore, if the Client decides to open a position in a Financial Instrument with the Company, then that open position can only be closed with the Company.

3.3 The Client is given the option to place with the Company the following orders for execution in the following ways:

- The Client places a “market execution” which is an order executed against a price on the platforms that the Company has provided. The client may attach to a market order a Stop Loss and/or Take Profit. Stop Loss is an order to limit Client’s loss, whereas Take Profit is an order to limit Client’s profit.
- The Client places a “pending order”, which is an order to be executed later at the price that the Client specifies. The Company will monitor the pending order and when the price provided by the Company reaches the price specified by the Client, the order will be executed at that price. The Client may attach to any pending order a Stop Loss and/or Take Profit.

3.4 The client may modify an order before it is executed. The Client has no right to change or remove Stop Loss, Take Profit and Pending Orders if the price has reached the level of the order execution.

3.5 When opening a position, the Company will deduct associated costs from both the Balance and the Credit. The ratio of associated costs deducted from the Balance and Credit amounts is calculated based on the requested amount divided by the Available. The calculation shall be as follows:

- Ratio = (Request Amount / Available)

For example, if the client has an Available balance of 150 USD,-, consisting of a Balance of 100 USD,- and Credit of 50 USD,-, and requests to open a position with 100 USD, the ratio is calculated as follows:

- (Request Amount 100 / Available 150), resulting in the ratio of 0.666... This ratio is then applied to the Balance and Credit amounts:

- Balance amount 100USD,- * 0.666... = 66.7 USD,-
- Credit amount 50USD,- * 0.666... = 33.3 USD,-

As a result, when the Client opens a position of 100 USD, the associated cost of 66.7 USD,- will be deducted from the Balance amount and 33.3 USD,- from the Credit amount.

3.6 The Policy shall apply whenever the Company executes orders on behalf of its clients. The Company will always act as principal (counterparty) when executing client orders. Even though the Company takes every reasonable step to obtain the best possible result for its clients, it does not guarantee that when executing a transaction, the client's price will be more favorable than one which might be available elsewhere.

3.7 The Company reserves the right to aggregate the instructions we receive from our clients to close Transactions. Aggregation means that we may combine your instruction with those of other clients of ours for execution as a single order. We may combine your instructions closely with those of other clients if we reasonably believe that this is in the overall best interests of our clients as a whole. However, on occasions, aggregation may result in you obtaining a less favorable price once your instruction to close has been executed. You acknowledge and agree that we shall not have any liability to you as a result of any such less favorable price being obtained.

3.8 The Company may pass the Client orders to a third party, which may include a broker, market maker firm, or an affiliated company, for execution where we deem it appropriate in accordance with this Policy. This approach is taken to provide the best possible result to its Clients.

3.9 The Company is responsible for ensuring that the third party executes your orders efficiently and at the best possible terms. The Company shall take all sufficient measures to ensure that third-party obtains the best possible trading result for the Client. The Company shall periodically review our selection of third-party brokers and dealers to deliver the best Market Execution.

3.10 The Company provides you with a relevant nonbinding quotation and details of charges for each Transaction. Such Quotes will be either the bid/offer prices in the Underlying Market or our own bid/offer prices and details of which basis will apply may be obtained from our dealers on request.

3.11 The rates quoted are relevant at the moment when we provide the quotation to you. Such rates are subject to change. You acknowledge that Market Spreads can widen significantly in some circumstances, that they may not be the same size as the examples given in the Contract Specifications and that there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened.

3.12 In cases of cancellation of a transaction previously carried out or a change in price by our dealers, these changes shall take place in the Client's trading account.

3.13 The quotation we provide for Transactions transacted when the Underlying Market is closed or in respect of which there is no Underlying Market reflect what we believe the market price in a Financial Instrument is at that time. You acknowledge that such figures will be set by us at our reasonable discretion. The Spread quoted by us will reflect our view of prevailing market conditions.

3.14 The Quote can be requested to place, open, or to close all or any part of a Transaction at any time during our normal hours of trading for the Financial Instrument as appeared on the Company's website.

3.15 The Company shall not be obliged to arrange for the Market Execution of the Client's orders in respect of any Financial Instrument out of normal hours of trading which appear on the Company's Website.

3.16 The Company shall execute orders in accordance with the order requested by the Client. However, the Company shall limit the client's portfolio with different sizes of orders for each Financial Instruments. The Company reserves the right to decline any order or transaction for the circumstances including, but not limited to;

- There is not enough volume in the underlying market; or
- The order or transaction exceeds the specified maximum order size for each Financial Instruments as explained in Terms & Conditions; or

- The order or transaction fails to comply with the minimum order size requirement for each Financial Instrument as explained in Terms & Conditions; or
- The order exceeds the Company's risk management limits as set and amended by the Company from time to time based on market conditions and other relevant factors; or
- The quotation provided is an obvious error; or
- The event of Force Majeure as explained in Terms & Conditions has arisen; or
- The event of System Maintenance; or
- The order or transaction contravenes the Company's Terms & Conditions or Policy.

3.17 The Company is under no obligation to monitor or advise the Client on the status of any Transaction or to close out any Client's open positions. It is the Client's responsibility to monitor his positions at all times. Clients acknowledge that any remark made by the Company representative pertaining to the market, transaction or forecast shall not be deemed as personal advice.

4. Margin Requirement

4.1 The Client is required to deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.

4.2 The Company shall arrange minimum margin requirements for a specific Financial Instrument apply to all positions opened for such Financial Instrument.

4.3 The margin requirements applicable to the different CFDs can be found in the Company's Terms and Conditions.

4.4 The Client is responsible for comprehending the calculation of Margin.

4.5 The Company shall reserve the right to modify Margin requirements and leverage level without prior notice to the Client. In such an event, the Company shall have the right to apply new Margin requirements to both new positions and to the existing positions.

4.6 In the event where the Client's equity falls below a specific percentage of the Margin requirement as specified on the Website, the Company shall retain the right to close any or all of the Client's open positions without requiring the Client's consent or prior written notice. The Client will be promptly notified of the position closure through electronic means should the equity fall below the Margin requirement.

5. Corporate Action

5.1 Corporate actions include, but are not limited to, Dividends, Stock Splits, Reverse Stock Splits, Symbol Change, Delisting, Mergers and Acquisitions, Right Issue, Spin-off, and other events affecting underlying assets, may affect the Client's holding position. In the event where Corporate Action occurs, the Company, at its reasonable discretion, may take appropriate action to a specific Corporate Action.

5.2 Subsequent to the Corporate Action in relevance to **Dividend**, Clients holding positions on the applicable CFDs and/or other Underlying Asset at the Ex-Date will receive/deducted a dividend in accordance with the terms as set forth herein;

- The Client who buys positions in the CFDs shall receive dividend on the Ex-Date;
- The Client who sell positions in the CFDs shall have dividend deducted on the Ex-Date;
- The Client who buys positions in the Underlying Asset shall be listed on the Ex-Date, and is eligible to receive dividend on the payment date.

5.3 **Stock Splits** and **Reverse Stock Splits** may lead to adjustments to the number of units in the Client's position. In the occurrence of Stock Splits, the Company shall split the Client's position while combining the Client's position in the event of Reverse Stock Splits, reflecting the economic impact of a Corporate Action. Instead of returning whole units to the Client, the unit held by the Client shall be made into fraction.

5.4 In the event of a **Symbol Change**, the Company shall modify the share symbol to align with the situation in the Underlying Market.

5.5 If a share is **Delisted**, the Client's position shall be closed at the opening of the Underlying Market.

5.6 If a share undergoes **Mergers and Acquisitions (M&A)**, the Company shall close the Client's position at the opening of the Underlying Market without offering a new share.

5.7 The Company shall not establish any right to the Client upon the event of **Right Issue** resulting from Corporate Action.

5.8 Upon the occurrence of **Spin-off**, it is mutually agreed between the Company and the Client that the Company shall not grant additional rights to the Client.

5.9 The Company reserves the right as shall be stated herein to respond to the occurrence of Corporate Actions which are not mentioned in this term;

- Increase Margin requirements;
- Suspend the ongoing trade in the relevant Financial Instrument;

- Limit the maximum exposure (order size) to the relevant Financial Instrument;
- Close the positions of such relevant Financial Instrument;
- Take any other action as the Company deems appropriate.

5.10 The Company shall notify the Client of any action it decides to take as soon as reasonably practicable, after the relevant Corporate Action or after the relevant action which the Company may take at its discretion.

5.11 In the event where the price of the Underlying Asset that a CFD is based upon is suspended, the Company may, at its sole discretion, close any open positions in that CFD at a price that is reasonable. The price may vary for a buy and sell transaction and may be arranged at a price of zero (0).

5.12 The Company shall notify the Client of the date and price at which such open position will be closed.

5.13 The Company reserves the right to request additional Margin and/or any reasonably foreseeable associated costs incurred by the Company or its affiliates actions in connection with the suspension of a CFD or the relevant Underlying Asset.

5.14 If an issuer, whose securities form the basis of a CFD, becomes insolvent or similar, the Company may close all transactions on that CFD, generally at a price of zero (0).

5.15 If the event as stated in clause 5.12 takes place and the Client has such CFD, the Company shall promptly notify the Client.

6. Market Execution

6.1 The Company shall take all reasonable steps to obtain the best possible result for its clients considering the following factors when executing Clients orders against the Company's quoted prices.

6.2

a) Bid –Ask Spread: For any given Financial Instrument, the Company will quote two prices: the higher price (ASK) at which the client can buy (go long) that Financial Instrument, and the lower price (BID) at which the client can sell (go short) that Financial Instrument; collectively they are referred to as the Company's price. The difference between the lower and the higher price of a given Financial Instrument is the spread.

b) Pending Orders:

Such orders as Buy Limit, Buy Stop and Stop Loss / Take profit for opened short positions are executed at ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss / Take profit for open long positions are executed at BID price.

6.3 The Company is committed to provide fast and reliable service. We ensure that your order execution shall be carried out as quickly as possible and minimize any delays. However, certain conditions may affect the execution speed. The use of unstable internet connection on the Client's end may result in order execution delay.

7. Execution Venue

7.1 Clients acknowledge that for the purposes of orders for the financial instruments the Company provides, the Company shall act as principal on a matched principal basis. This means that upon entering into a transaction with a client, the Company will enter into a back to back transaction with our dealers on the same terms. Making the Company be the sole counterparty to your trades and any execution of orders is done in the Company name.

8. Monitoring and Review

8.1 The Company is undertaking to monitor the best Market Execution. In cases where issues with order execution are identified, we shall take immediate actions and implement measures to improve the quality of order execution.

8.2 The Company shall review the aforementioned process and ensure its effectiveness, periodically, to deliver the best Market Execution. These reviews and assessments are conducted on a regular basis and at least annually. The Company will not only provide recommendations for enhancements but also actively implement them, with the aim of keeping the quality of execution to the highest standards.

9. Abuse Prevention

9.1 In the event where the Company reasonably believes that the abusive trading behavior incurred, the Company, at its sole discretion, shall reserve the right to group together multiple orders on a specific CFD and manually execute them as one order at the volume-weighted average price.

9.2 The Company shall not be liable to the client or any third party for its decision to exercise the right as specified in the term "Abuse Prevention".

10. Limitation of Liability

10.1 Notwithstanding any provision provided to the contrary, the Company shall not be liable to the Clients or any person claiming through or under it in respect of ;

- Any delay or change in market conditions before the Company execute an order or before a transaction settles;
- Any private dealings, contracts, transactions or relationships between Clients and any of the Company's employees, representatives or agents;

- Any loss, cost, or expense arising from the act or omission of any custodian and/or any third party;
- Any loss, cost, or expense as a result of failure of hardware, software, delay or interruption caused by Internet-based risk which include, but are not limited to, Internet connection, computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Client's computer or other equipment, any cyber-attack or any phishing, spoofing or other attack;
- Any loss caused by theft, robbery, burglary or other criminal taking if a computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system is used to perform such acts;
- Any form of loss resulting from communication failures, disruptions, errors, distortions, or delays, regardless of their origin;
- Any lost profits or damages arising from, or associated with, the unauthorized use of our services;
- Any direct or indirect impact on clients resulting from instructions issued by Clients to the Company.

10.2 All limitations of liability outlined in this term shall apply equally in respect of the Company's employees, officers, agents, and representatives.

11. Order Execution Policy Revision

11.1 The Company reserves the right to amend, revise, modify, change, or terminate the Policy at its sole discretion. Any changes or updates of the Policy shall be effective immediately upon posting on the Company's Website without prior notice. The Client is encouraged to review the Policy periodically to stay informed about any revisions or updates. The Client acknowledges and agrees that proceeding to use the Company's services after the revision has been made shall result that The Client implicitly agrees to the updated Policy terms.