

Order Execution and Trading Operations Policy

CHAPTER I: GENERAL PROVISIONS

ARTICLE I: PURPOSE AND APPLICATION

1.1 This Order Execution and Trading Operations Policy (the “**Policy**”) sets out the principles, procedures, controls, and operational standards applied by **RIT Gestion** (the “**Company**,” “**we**,” “**our**,” or “**us**”) in connection with the receipt, assessment, processing, execution, amendment, cancellation, rejection, and administration of Client orders and trading instructions.

1.2 This Policy applies to all Clients, account holders, authorized users, beneficial owners, representatives, and other persons permitted to access the Company’s Trading Platforms, execution systems, digital infrastructure, or related financial Services.

1.3 The Policy is intended to support:

- (a) transparent order handling;
- (b) consistent execution procedures;
- (c) orderly trading activity;
- (d) system and operational integrity;
- (e) execution reliability;
- (f) appropriate risk controls; and



(g) reasonable protection of Client interests having regard to prevailing market, liquidity, and technological conditions.

1.4 This Policy forms part of and shall be read together with the Company's **Terms Governing Use of Services**, applicable account terms, risk disclosures, and other policies governing the Client's relationship with the Company.

1.5 By accessing a Trading Platform or submitting an order or trading instruction, the Client acknowledges that trading involves financial risk, execution results may be affected by market and technical conditions, and all orders shall be handled in accordance with the Company's applicable execution procedures and controls.

1.6 The Company may establish, revise, replace, or withdraw execution procedures, trading parameters, platform settings, risk controls, and other operational measures where reasonably required for regulatory, security, technological, market, liquidity, risk management, or operational purposes.

ARTICLE 2: EXECUTION ARRANGEMENTS AND TRADING STRUCTURE

2.1 Unless otherwise expressly agreed in writing, the Company acts as the execution venue for transactions conducted through its proprietary Trading Platforms.

2.2 Depending on the applicable trading arrangement, Client orders may be processed, matched, executed, administered, or otherwise handled through the Company's internal systems and execution infrastructure.



2.3 The Company may use internal execution engines, affiliated pricing systems, liquidity arrangements, aggregation mechanisms, pricing feeds, execution technologies, or third-party technological infrastructure to support its trading operations.

2.4 The Client acknowledges that the Company may act as principal, counterparty, market maker, or execution venue in connection with transactions conducted through its Trading Platforms.

2.5 Unless otherwise expressly stated, orders may be executed internally and may not be transmitted to external exchanges, public markets, or independent trading venues.

2.6 The Client understands that pricing, liquidity, spreads, execution conditions, and other trading characteristics available through the Company's systems may differ from those available through external markets or other financial institutions.

CHAPTER II: PLATFORM ACCESS AND ORDER INSTRUCTIONS

ARTICLE 3: PLATFORM ACCESS AND ACCOUNT SECURITY

3.1 Following completion of applicable registration and verification procedures, the Company may provide the Client with credentials and other authentication mechanisms required to access its Trading Platforms and execution systems.

3.2 All credentials issued to the Client are personal, confidential, and non-transferable and may only be used by the authorized Client.



3.3 The Client shall be responsible for:

- (a) protecting login credentials;
- (b) preventing unauthorized access;
- (c) maintaining appropriate device and cybersecurity measures;
- (d) monitoring account activity; and
- (e) keeping authentication information confidential.

3.4 An order, transaction, request, communication, modification, or cancellation submitted through the Client's authenticated account shall generally be treated as valid and authorized unless the Client promptly reports suspected unauthorized activity.

3.5 The Company may restrict access, suspend credentials, require additional authentication, conduct security reviews, or implement other protective measures where suspicious activity, unauthorized access, cybersecurity threats, or other operational risks are identified.

3.6 The Client shall immediately notify the Company of any suspected loss, compromise, unauthorized access, or misuse of their credentials or account.

ARTICLE 4: ORDER SUBMISSION AND ACCEPTANCE

4.1 An order submitted through an authorized Trading Platform shall constitute a trading instruction once successfully received and validated by the Company's systems.



4.2 Depending on the relevant Trading Platform, available order types may include:

- (a) Market Orders;
- (b) Pending Orders;
- (c) Stop Orders;
- (d) Limit Orders;
- (e) Stop-Loss Orders;
- (f) Take-Profit Orders; and
- (g) other order types or instructions made available by the Company.

4.3 The Company may determine the order types, instruments, minimum and maximum trade sizes, order frequency, leverage, execution priorities, and other trading parameters permitted through its systems.

4.4 The Company may reject, delay, suspend, partially execute, cancel, or otherwise restrict an order where:

- (a) market conditions are abnormal;
- (b) sufficient liquidity is unavailable;
- (c) pricing is unavailable or unreliable;
- (d) technical or system difficulties arise;
- (e) the Client has insufficient margin;
- (f) execution cannot reasonably be completed under prevailing conditions; or
- (g) legal, compliance, security, or operational concerns exist.



4.5 In exceptional circumstances, the Company may accept instructions through an alternative communication method, including email, authorized written instructions, or an emergency communication channel designated by the Company.

4.6 Any alternative instruction must be capable of being authenticated and verified and may only be processed following the Company's applicable approval and security procedures.

4.7 The Company may decline any instruction that cannot be adequately authenticated, verified, or processed through its established procedures.

CHAPTER III: EXECUTION PRINCIPLES AND MARKET CONDITIONS

ARTICLE 5: EXECUTION CONDITIONS AND PRICING

5.1 Order execution is dependent upon the market, liquidity, pricing, system functionality, execution latency, volatility, and other circumstances prevailing when the order is processed.

5.2 Prices displayed through the Trading Platform may change continuously and may differ from the final execution price as a result of:

- (a) market movements;
- (b) limited liquidity;
- (c) execution latency;



- (d) market gaps;
- (e) heightened volatility;
- (f) technical delays; or
- (g) other abnormal market conditions.

5.3 The Company does not guarantee that an order will be executed:

- (a) at the exact displayed or requested price;
- (b) without slippage;
- (c) without delay;
- (d) in full; or
- (e) without price variation.

5.4 The Client accepts the risks associated with slippage, requotes, execution delays, price gaps, partial execution, volatile markets, liquidity shortages, and technological interruptions.

5.5 The Company may apply reasonable execution controls, including pricing adjustments, execution algorithms, latency protections, risk filters, spread adjustments, execution buffers, or volatility safeguards to maintain orderly trading and operational stability.

ARTICLE 6: CLIENT TRADING RESPONSIBILITIES



6.1 The Client is solely responsible for reviewing and supervising their trading activity, including:

- (a) confirming order details;
- (b) monitoring open positions;
- (c) maintaining adequate margin;
- (d) reviewing execution information;
- (e) monitoring account exposure; and
- (f) ensuring the accuracy of submitted instructions.

6.2 The Company shall not be responsible for losses resulting from incorrect instructions, inaccurate trade specifications, misunderstanding of platform functionality, delayed Client action, inadequate supervision, or failure to maintain sufficient margin, except where liability cannot lawfully be excluded.

6.3 Before submitting an order, the Client shall verify the relevant trade direction, instrument, volume, stop-loss, take-profit, expiration, and other applicable conditions.

6.4 Pending Orders may remain active until executed, expired, cancelled, rejected, or automatically removed in accordance with the applicable Trading Platform conditions.

6.5 The Client acknowledges that market conditions may change between the submission and execution of an order and that such changes may affect the final execution result.

CHAPTER IV: TRADING CONTROLS AND OPERATIONAL PROTECTION

ARTICLE 7: RISK CONTROLS AND TRADING RESTRICTIONS

7.1 The Company may apply trading restrictions, execution controls, leverage adjustments, margin requirements, position limits, or other safeguards where reasonably necessary to address:

- (a) market integrity;
- (b) operational security;
- (c) cybersecurity risks;
- (d) regulatory obligations;
- (e) liquidity conditions; or
- (f) financial and operational risk.

7.2 The Company may restrict, reject, cancel, reverse, or otherwise adjust transactions involving suspected:

- (a) abusive trading;
- (b) system exploitation;
- (c) latency abuse;
- (d) unauthorized automation;
- (e) market manipulation;
- (f) prohibited arbitrage;



- (g) unauthorized scalping;
- (h) technical exploitation; or
- (i) other suspicious trading activity.

7.3 The Company may modify spreads, leverage, trading hours, instrument availability, margin requirements, execution parameters, or platform functionality without prior individual notice where immediate action is reasonably required by prevailing market, liquidity, compliance, security, or technological conditions.

7.4 Automatic position closure, liquidation, stop-out, margin calls, or trading restrictions may occur where margin becomes insufficient, account exposure exceeds applicable limits, liquidity deteriorates materially, market volatility becomes excessive, or other significant risks arise.

ARTICLE 8: SYSTEM INTERRUPTIONS AND EXCEPTIONAL EVENTS

8.1 The Client acknowledges that Trading Platforms and execution systems may be affected by maintenance, technical failures, cybersecurity incidents, internet disruptions, latency, infrastructure outages, software malfunctions, or circumstances beyond the Company's reasonable control.

8.2 The Company does not guarantee uninterrupted availability, continuous accessibility, or error-free operation of its Trading Platforms or execution systems.



8.3 To the extent permitted by applicable law, the Company shall not be liable for losses, damages, delays, execution failures, missed opportunities, or trading disruptions resulting from:

- (a) technological failures;
- (b) third-party infrastructure problems;
- (c) cyber-attacks;
- (d) force majeure events;
- (e) telecommunications failures; or
- (f) other circumstances beyond the Company's reasonable control.

8.4 Where an exceptional event materially affects trading conditions or system functionality, the Company may temporarily suspend trading, restrict order submission, modify execution conditions, or take other reasonable measures necessary to protect the integrity and continuity of its operations.

CHAPTER V: EXECUTION REVIEW AND CLIENT COMPLAINTS

ARTICLE 9: EXECUTION DISPUTES AND REPORTING

9.1 A Client disputing an execution result, transaction, pricing discrepancy, order handling decision, or Trading Platform issue shall notify the Company in writing within **five (5) business days** after discovering the relevant matter.



9.2 An execution-related complaint should, where available, include:

- (a) account information;
- (b) relevant date and time;
- (c) transaction reference;
- (d) order number;
- (e) screenshots or other supporting evidence;
- (f) relevant communications; and
- (g) a clear description of the issue.

9.3 The Company may request additional evidence, technical information, transaction records, or verification materials where reasonably necessary to assess the complaint.

ARTICLE 10: INTERNAL REVIEW AND DETERMINATION

10.1 The Company may conduct an internal review of a disputed execution event, including operational analysis, technical investigation, compliance assessment, transaction review, or cybersecurity examination.

10.2 Platform records, transaction logs, pricing information, communication records, and system-generated reports may be relied upon as primary evidence in the Company's internal review, unless a material error is objectively established.

10.3 Where a material technical error, operational failure, or objectively verifiable system anomaly is identified, the Company may:



- (a) uphold the original execution;
- (b) reject the complaint;
- (c) amend the relevant record;
- (d) reverse the affected transaction; or
- (e) make an appropriate partial adjustment.

10.4 Subject to applicable law, the Company's determination following completion of its internal review shall constitute its final internal decision regarding the disputed matter.

10.5 The Company may retain records relating to execution reviews and complaints for the period required by applicable law, regulatory obligations, internal policies, or legitimate operational requirements.

CHAPTER VI: INFORMATION AND SYSTEM PROTECTION

ARTICLE II: TRADING INFORMATION AND CONFIDENTIALITY

II.1 Client trading information, account records, execution history, transaction details, platform activity, operational records, and related communications shall be treated as confidential, subject to applicable legal, regulatory, compliance, and operational requirements.

II.2 The Company may collect, process, store, transfer, analyze, and retain trading-related information for purposes including:



- (a) order and execution administration;
- (b) compliance monitoring;
- (c) fraud prevention;
- (d) risk management;
- (e) cybersecurity;
- (f) dispute handling;
- (g) regulatory reporting; and
- (h) operational improvement.

II.3 The Company may disclose relevant Client information where required or reasonably necessary for lawful purposes, including to:

- (a) courts or governmental authorities;
- (b) regulators;
- (c) compliance or financial intelligence authorities;
- (d) financial institutions;
- (e) payment or technology providers;
- (f) professional advisers; or
- (g) affiliated or operational service providers.

II.4 Any disclosure shall remain subject to applicable law, contractual obligations, confidentiality requirements, and the Company's applicable data protection standards.

ARTICLE 12: PROPRIETARY TECHNOLOGY AND SYSTEM USE



12.1 The Client shall not reproduce, reverse engineer, exploit, interfere with, distribute, manipulate, extract, or otherwise misuse the Company's proprietary Trading Platforms, execution systems, pricing infrastructure, algorithms, software, technology, or confidential operational materials.

12.2 The Client shall not attempt to obtain unauthorized access to the Company's systems, source code, databases, execution mechanisms, pricing feeds, or other protected infrastructure.

12.3 Unauthorized use, exploitation, manipulation, or interference may result in account suspension, transaction cancellation, Service termination, recovery of losses, or legal action where appropriate.

12.4 The Company may investigate suspected misuse and may take reasonable protective or enforcement measures where system integrity, confidential information, market integrity, or Client security may be affected.

CHAPTER VII: FINAL PROVISIONS

ARTICLE 13: POLICY UPDATES AND CONTINUING EFFECT

13.1 The Company may amend, revise, supplement, replace, suspend, or otherwise modify this Policy where reasonably required by legal, regulatory, technological, operational, security, market, or commercial considerations.



13.2 Unless otherwise expressly stated, an amendment shall become effective upon publication through the Company's Official Website, Trading Platform, Client portal, or another authorized communication channel.

13.3 Continued access to or use of the Services following the effective date of an amendment shall constitute the Client's acknowledgment and acceptance of the revised Policy.

13.4 This Policy shall remain applicable to orders, transactions, and trading activity conducted through the Company's Trading Platforms unless and until it is replaced or withdrawn by the Company.

ARTICLE 14: LEGAL EFFECT AND INTERPRETATION

14.1 This Policy forms an integral and binding part of the Company's **Terms Governing Use of Services** and shall be read together with those Terms and any other applicable policies, disclosures, or agreements.

14.2 Where a conflict arises between this Policy and another Company policy, the relevant provisions shall be interpreted in a manner that gives effect to applicable law, regulatory requirements, lawful execution practices, operational integrity, cybersecurity, and reasonable risk management, unless a specific contractual provision expressly provides otherwise.

14.3 Nothing in this Policy shall require the Company to act contrary to applicable law, regulatory requirements, sanctions, court orders, or directions issued by a competent authority.



14.4 If any provision of this Policy is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in effect to the maximum extent permitted by applicable law.