

Order Execution Policy

This Order Execution Policy ("Policy") outlines the description of orders performance on behalf of clients by METAGOLD LLC, a company duly incorporated in Georgia, authorized by the Ministry of Justice of Georgia with reference number 404651248, being a brokerage company (the "Company", "we", "our", "us"). The reference to you as our client is referred to as the "Client", "you", "your."

This Policy applies to the relations when the Company provides brokerage services in executing Orders on sale/purchase of financial instruments, other instruments, crypto assets on behalf of Clients.

1. GENERAL TERMS AND DEFINITIONS

1.1 If the Company executes Orders on behalf of Clients, it takes all necessary steps to obtain, while executing Orders, the best possible result for its Clients taking into account factors of price, costs, speed, likelihood of execution and settlement, size and nature or any other consideration relevant to the execution of the Order .

1.2 The Company is obliged to act in its Clients' best interests and, other than in certain circumstances described below, where the Company executes Orders, the Company shall take all reasonable steps to obtain the best possible result for the Clients (known as delivering "best execution").

1.3 Definitions:

1.3.1" .Order" means a Client's order being a request to buy or sell a specified quantity of a base asset (financial instrument, instruments, crypto assets) for the counter asset (funds, crypto asset etc.) at the exchange rate fixed by the Company based on the available market information, Clients' market instructions, conditions, other information, the Company's interest fee.

1.3.2" .Financial instrument", "Instruments" means types of instruments available on Trading Platform which may change from time to time but the main products we offer are indices, stocks, metals, other commodities or bonds, crypto assets, contracts for difference ("CFDs") where the underlying investments are FX pairs and futures contracts referable to are .

1.3.3" .AML/CTF Requirements" mean any law related to money laundering, terrorism financing, proliferation of weapons of mass destruction, sanctions, tax evasion, fraud, bribery, corruption, the trafficking of arms, humans or wildlife, drugs, evasion of sanctions, slavery and any other financial crime regulation .

1.3.4" .Trading Platform" mean used by the Company fxTrade Platform MetaTrader 5 (MT5) provided by third party technology software Company "Metaquotes ."

1.3.5" .Trade" means operation of buying or selling on the financial instrument, instrument, crypto assets etc.

1.4 The relations between the Company and its Clients related to Orders execution are governed by the Client Agreement and Terms and Conditions at our website (the "Website").

1.5 The Company shall provide appropriate and clear information to its Clients on this Policy and any significant change thereto. That information explains clearly, in sufficient detail and in a way that can be easily understood by Clients, how Client Orders are to be executed by the Company.

1.6 The Company is the sole execution brokerage for your Orders.

1.7 All Orders are executed by the Company using the Trading Platform, which is fully automated for pricing and Order execution. Our prices are electronically transferred from the markets, trading venues via the Trading Platform, and such Prices may be different.

1.8 .The Company will act the Client's agent (brokerage firm) when executing Orders. This means Client's will be dealing not directly with the Company, but with the wider market.

2 .INSTRUMENTS

2.1 .This Policy is applicable to the financial instruments, instruments, crypto assets and their trading conditions as publicly available on the Company's website and can be traded through the Trading Platform. There is no physical exchange of the assets, central clearing of the transactions and they are traded 'over-the-counter' ('OTC').

2.2 .A CFD allows to obtain an indirect exposure to an underlying asset. This means the Client will never own the underlying investment/assets, but he/she/it will make gains or incur losses as a result of price movements in the underlying investment/asset to which he/she/it has an indirect exposure. The return will depend on movements in the price of the underlying investment and the size of the Orders.

2.3 .CFDs are speculative products which are traded with leverage and are not appropriate for all investors. By investing in CFDs, you assume a high level of risk which can result in the loss of all of your invested capital. Thus, you should never invest more than what you are willing to lose. Trading CFDs requires constant monitoring and may not be appropriate for persons who cannot devote time in this respect. If you do not have enough knowledge and experience to trade, we suggest you seek independent advice before you invest. If you do not understand the risks after consulting an independent financial advisor, then you should refrain from trading at all.

3 .PRICING AND EXECUTION FACTORS

3.1 .When the Company executes Orders of Client, it has a duty to provide Client with "best execution". This means that the Company will take all sufficient steps to obtain the best possible result for Client based on the Order conditions, execution factors identified below .

3.2 .Orders shall be executed in a timely manner, taking into account market conditions and best execution practices to ensure optimal outcomes for Clients.

3.3 .The Company's personnel shall be prohibited from using Client Order information for personal gain or to disadvantage Clients in any manner.

3.4 .Execution factors as part of all necessary steps to obtain the best possible result for Client:

3.4.1 .Price: The Company always aims to act in the best interest of its Clients, however cannot guarantee that the price at which the Company permits Clients to execute an Order will be better than elsewhere .

The price Client sees when place Orders with the Company is guided by the following general principles:

- a) Pricing should reflect at the Trading Platform the underlying investment to which the Order will ultimately relate.
- b) The prices the Trading Platform shows are two-way prices, an ask price (the price at which Client buys) and a bid price (the price at which Client sells), allowing Client to enter into a long trade or a short trade.
- c) No Orders are rejected, provided Client has sufficient margin in Client's trading account, and provided that the trade falls within certain requirements set when the Order request is submitted by Client.
- d) There are no price requotes.

Client Orders are executed at the price that is valid on Company's price server connected to markets, at time of execution. This may not be the same as the price Client see on the Trading Platform, depending on the speed of Client's internet connection, for example. To protect yourself from unexpected, rapid price movements, you may specify bounds with market and entry Orders so that such Orders will only execute if the price lies within your specified bounds;

3.4.2. Costs: The Company adds a mark-up to the exchange rates from the third party reputable external resources (i.e. feed providers) and offers the "marked-up" rates that include the Company's income.

3.4.3. Speed, Likelihood of execution and settlement: The speed of your internet connection, the performance of Trading Platform, as well as market volatility, may have an impact on prices in the time between Client placing Order and the time at which the request is received by the Company. All Orders and margin closeouts are executed on an automated basis.

3.4.4. Screen and exchanges are subject to liquidity and market conditions and so the Company cannot guarantee that Client's Order will be opened or closed instantaneously. The speed and likelihood of execution is also subject to software, Internet line use and we cannot guarantee that this will not be free of interruption or suspension.

3.4.5. Size: The Company may set the minimum and maximum quantity that Clients may place on Order per some fixed period or one-time trade. Information of such limits (if any) are allocated at the Website. This is influenced by market conditions, partners', the Company's policies, regulatory requirements, including, but not limited to, AML/CTF Requirements.

3.4.6. Nature: The nature of the Company's services is characterized by dynamic market conditions and varying exchange rates, which may fluctuate based on factors such as liquidity and market demand.

3.5. When executing Clients' Orders, the Company takes all reasonable steps to achieve the best possible outcome taking into account this Policy and any Order instructions received from our Clients. The Company uses own commercial experience and judgment in determining the relative importance of proper factors.

3.6. When arranging an exchange and executing Client Order, the Company takes into account the following criteria for determining the relative importance of the execution factors:

3.6.1. The characteristics of Client;

3.6.2. The characteristics of Client Order;

3.6.3. The characteristics of the financial instruments, instruments, crypto assets that are the subject of that Order;

3.6.4. The quantity to be bought or sold and its compliance with the minimum / maximum values as defined by the Company or appropriate AML/CTF Requirements and the Company's anti-fraud controls;

3.6.5. The fact that the Orders shall be transmitted via the Trading Platform via the Internet, in the format defined by the Company ;

3.6.6. Client's balance of the relevant funds or crypto-asset, free of any encumbrances or other limitations, for covering the total value of the Order and any fees of the Company.

4. PROCESS OF ORDERS EXECUTION

4.1. Orders may be placed with the Company once Client gets access to the Trading Platform. The Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to Client and any such Orders will be binding upon Client.

4.2. Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Company's Website, as amended from the Company from time to time and if they are not executed, they shall remain effective through the next trading session (as applicable). The Company shall not be obliged to arrange for the execution of Client's Orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

4.3. Client is obliged to close an open position of any given financial instruments, instruments, crypto assets during the opening hours of the Trading Platform. Client also must close any position with the same counterparty with whom it was originally entered, i.e., the Company.

4.4. Criteria for Orders refusal, cancellation:

4.4.1. If, for any reason (technical disruption, price volatility, lack of liquidity etc.), the Order has not been performed within some short timeframe defined by the Company, the Order shall be treated as canceled and the Company returns the withdrawn funds, crypto-assets back to Client ;

4.4.2. Client may cancel an Order that she/he/it has submitted at any time before the Order is accepted by the Company ;

4.4.3. The Company may refuse, cancel an Order without execution if:

4.4.3.1. Client has no enough funds, or not enough crypto-assets, depending on the character of a transaction, or there is an encumbrance over such amounts not allowing to withdraw or put on hold; or

4.4.3.2. It contains errors on different parameters; or

4.4.3.3. The Company treats that an Order has expired, because of lack of the transaction executing within the short time defined by the Company, and if this Order is not reconfirmed at that time; or

4.4.3.4. The basis for any price for the relevant financial instrument, instruments, crypto assets has immediately changed and this Order has not been reconfirmed;

4.4.3.5. The Company is not capable to execute it on terms specified by Client in Order or technical issues or other preventing circumstances occurred; or

4.4.3.6. The Company believes that Order execution could result in a breach of any applicable law or involves market misconduct or if an Order execution is prohibited by sanctions list, AML/CTF Requirements etc. or could result in a fraudulent transaction;

4.4.3.7. There is force majeure event;

4.4.3.8. In the Company's opinion, Client is in material breach of any provision of the agreement with the Company;

4.4.3.9. Client did not provide any or did provide unsatisfactory information requested by the Company in respect of Order if required by the Company or applicable law;

4.4.3.10. Client has failed to meet the minimum margin requirement;

4.4.3.11. the Company has sent a notice of termination of this Agreement to Client;

4.4.3.12. Governmental authority required it; or

4.4.3.13. Other reasons that could occur and create a condition for an Order refusal, cancellation.

4.5. Under the Client Agreement, Clients authorize the Company to debit Clients' funds or crypto-asset for Orders execution. If there are insufficient funds, crypto-assets to fulfill Client's Orders and to discharge Client's existing indebtedness to the Company or the Company's partners/vendors engaged in providing services to Clients, the Company is entitled with the first priority to debit (make contractual withdrawal) Client's funds, crypto-assets in order to discharge Client's existing indebtedness, and, when there are not sufficient Client's funds, crypto-assets, return Order to Client as non-fulfilled in connection with insufficiency of amount required for such transactions.

5. MARGINS AND DEPOSIT REQUIREMENTS

5.1. Client shall provide to and maintain with the Company margin in such amounts and in such forms as the Company, in its sole discretion, may require .

5.2. The Company may change margin requirements at any time. No previous margin requirement by the Company shall prevent the Company from increasing that requirement without prior notice .

5.3. The Company retains the right to limit the amount and/ or total number of open positions that Client may acquire or maintain at the Company .

5.4. The Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of Orders and/ or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions, the margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged due to currency conversion rate or daily interest .

5.5. The margin levels applicable to the different financial instruments, instruments, crypto assets can be found on the Trading Platform. If at any time the equity falls below a certain percentage of the required margin, specified on the Trading Platform, the Company has the right to close any or all of Client's open positions without Client's consent or any prior written notice. Client will be informed about the closure of its position through electronic means should the equity falls below the required margin.

5.6. Client is responsible to monitor its trading account balance and keep sufficient funds in it in order for its open positions to remain unaffected. The Company shall have the right, but not the obligation, to start closing Client's open positions starting from the most unprofitable, when the margin is less than 100% of the margin requirement. In the case where the margin is equal to or less than mentioned percentage of the margin requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.

5.7. Margin or leverage level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realized or unrealized losses arising from or in connection with transactions, including subsequent variation of any margin rates set at the time transactions are opened. Client can request to change his account leverage at any time by contacting the Company.

6. WARNINGS ON SPECIFIC INSTRUCTIONS

6.1. If Clients have any particular requirements as to how the Company acts when dealing with them, then they must let the Company know and it will do its best to accommodate them.

6.2. Clients should be aware that where they give the Company specific instructions that are incompatible with the Company's normal Order execution, their specific instructions will take precedence only if they are technically possible to perform without any specific updates to the Company's systems, network or the Company's usual processes.

6.3. If Client provides the Company with the specific instructions, and if, upon their review, the Company considers that their execution could be risky for Client of the Company, or, to the Company's mind, will not result in best possible result for the execution of those Orders, the Company is entitled to reject such Orders execution .

6.4. These specific instructions may result in a different outcome that would have been achieved had our normal process been followed and, the Company will not be required to deliver best execution in respect of the aspects of Client Order which are covered by their specific instructions.

6.5. The Company's normal processes take account of the costs that we would incur in transacting business. Transactions, in line with the specific instructions, may be subject to additional charges. Where this applies, the Company will notify Clients of the applicable charges before their Order is executed.

6.6. Clients are encouraged to carefully consider the implications of providing specific instructions and are advised to seek clarification from the Company if they require further information or assistance.

7. PREVENTION OF MISUSE OF INFORMATION RELATING TO CLIENTS' ORDERS

7.1. The following measures are used by the Company :

7.1.1. Personnel of the Company must treat all Clients' Orders information as highly confidential. This information should only be accessed by those who need it directly related to Order execution;

7.1.2. The Company implements strong access control measures, especially related to its systems, assets, ensuring that only authorized personnel can view or modify Client Order data;

7.1.3. The Company procures prevention of the misuse of Client Order information by personnel;

7.1.4. The Company and its personnel are strictly prohibited from using non-public Client Order information for personal trading activities or for advising third parties;

7.1.5. The Company, its personnel, Clients are prohibited from the engagement in market misconduct, meaning insider dealing, market manipulation, price rigging, prohibited transaction disclosure, false trading, any dishonorable or dishonest conduct, conduct which is consistent with just and equitable principles of trade or other activity which is defined as the market misconduct under this definition under the applicable law;

7.1.6. Personnel are encouraged to report any suspected misuse of Client Order information through the Company's proper channels ;

8. MONITOR EFFECTIVENESS OF ORDER EXECUTION ARRANGEMENTS

8.1. The Company monitors the effectiveness of Order execution arrangements and this Policy in order to identify and, where appropriate, correct any deficiencies in that respect.

8.2. In particular, the Company assesses, on a regular basis, whether the liquidity providers, markets provide for the best possible result for Clients or whether it needs to make changes to its Order execution arrangements. The Company notifies Clients with whom it has an ongoing Client relationship of any material changes to its Order execution arrangements, which are reflected in the updated Policy.

8.3. The monitoring process aims to identify and address any deficiencies promptly to ensure the best possible outcome for Clients. If deficiencies or areas for improvement are identified, the Company takes appropriate corrective action to enhance the efficiency and effectiveness of their Order execution arrangements.

9. RECORDS

9.1. All records about Orders, their execution is duly recorded and provided by the Company in connection with the Company services for Client's information only.

9.2. Clients may access their transactions history and records on the Trading Platform, and are responsible for checking the records for errors. Client must report any mistaken or unauthorized Orders to the Company as soon as possible.

10. POLICY REVIEW AND UPDATES

10.1. From time to time, the Policy could be reviewed and updated by us. The review should include an assessment of Policy's effectiveness in preventing, and any necessary changes should be made to the Policy to ensure that it continues to meet the needs of Clients, engaged personnel, engaged entities.

10.2. The Company shall promptly notify Clients with whom they have an ongoing relationship of any material changes to its Order execution arrangements or the Policy, by allocating a new version on the Website. Clients shall be informed of such changes in a clear and comprehensible manner, enabling them to make informed decisions regarding their continued relationship with the Company.

10.3. Notification of material changes shall be provided in advance of their implementation, allowing Clients adequate time to assess the impact and take any necessary actions.