



BEST EXECUTION POLICY

Z Forex Capital Markets LLC

1. Overview

1.1. The Best Execution Policy of Z Forex Capital Markets LLC (Z Forex) describes the steps the company takes to achieve the best possible result for clients when executing their orders on trading venues. This Policy describes how the company receives and routes client orders to ensure that clients receive the most favorable outcome.

1.2. This Policy is an integral part of the Client Agreement provided by Z Forex and can be viewed on the Company's website. By entering into an agreement with Z Forex, customers acknowledge and accept the terms and conditions set forth in this Policy. It is recommended that this Policy be read in conjunction with the Z Forex Client Agreement to fully understand the terms and conditions of the agreement.

1.3. When establishing a Trading Account, clients agree that their orders will be executed outside of a Regulated Market.

1.4. The Company executes client orders in Contracts for Difference (CFDs), commodities, indices, precious metals and currency pairs (FX).

1.5. In order to prioritize the safety and welfare of the customer, it is strongly recommended that you carefully read this Policy and all other relevant documents and materials available on the Z Forex website before making any transactions or opening an account.

1.6. All orders are executed through a direct agreement with Z Forex. The Company acts as a counterparty to all transactions and acts as the principal party and not as an agent of the client. Transactions are executed on a principal-to-principal basis, with no advice given.

1.7. Z Forex uses its MT5 trading platform to process client orders. The company strives to achieve the best possible trading result for its clients by considering factors such as order size, type of order, execution and settlement speed, market conditions and available market prices. In doing so, Z Forex considers various execution factors that may occasionally overlap or conflict.

1.8. Z Forex strives to maintain, to the best of its ability, uniform standards and procedures for all markets, clients and financial instruments.

1.9. Z Forex strives to provide equal access to tradable prices for all market participants without discrimination of any kind. However, given the different characteristics of different markets and instruments and the different orders placed by clients, different factors must be considered in each transaction. Nevertheless, Z Forex strives to maintain consistent standards and processes across all markets, clients and financial instruments.

1.10. This Policy applies to both individual clients and corporate clients when they transact in financial instruments.

2. Execution of Orders

2.1. In order to initiate a trade, it is necessary to place an order through the trading platform, specifically through the MT5 platform operated by Z Forex servers in the Provider's time zone. Orders cannot be placed through other communication channels such as telephone, email, fax, SMS, social media or other electronic means.

2.2. You may place an order only if you have sufficient funds in your account and meet the margin requirements set forth in the Client Agreement, Best Execution Policy and Credit Terms. The trading platform checks whether you have sufficient funds before allowing you to place an order. This information takes precedence over other indicators of your account balance. It is your responsibility to monitor your account balance and deposit additional funds as needed to meet margin requirements.

2.3. An order shall not be deemed to have been received by the Trading Platform until it has been successfully received by the Platform. The placement of an order is not a guarantee that

the trade will be executed and we reserve the right to reject your order without giving any reason. Both you and we have the option to modify or cancel a pending order at any time until it is executed in accordance with the terms of the agreement.

2.4. By using the Trading Platform to make trades, you agree that your orders will be executed based on our Client Agreement and our Best Execution Policy. We reserve the right to reject, modify or cancel your orders, and we may also refuse to accept instructions for any reason in our sole discretion. A record of executed or rejected orders may be viewed on the Trading Platform. Orders may only be placed or modified during specified trading hours, which you are responsible for monitoring.

2.5. During regular market hours, we will provide prices for transactions within certain size limits and may also accommodate transactions outside those limits as determined by us from time to time, provided that the underlying market is not closed or suspended. This is subject to the conditions that allow our customers to enter into such transactions.

2.6. Trading hours for certain trades are limited and may vary due to factors such as national holidays, daylight saving time and market suspensions. This information is accessible on our online platforms, which we keep up to date. However, we do not assume any obligation or liability for the accuracy of this information. It is important to note that not all stores can be open or closed 24 hours a day. Therefore, clients can place buy and sell orders when the market is open and prices are available on the platform.

2.7. Z Forex may allow customers to request a close price for a trade on the Trading Platform by placing a "Close with Loss" or "Close with Profit" order, subject to the terms and conditions set forth in the agreement and any other terms and conditions introduced by Z Forex from time to time.

2.8. The term "Close with Loss" refers to the customer's request to close a transaction at a predetermined price that is lower than the opening price of the transaction in the case of a buy transaction or higher than the opening price in the case of a sell transaction.

2.9. Conversely, the term "Close with Profit" refers to the customer's desire to close a transaction at a predetermined price that is higher than the opening price in the case of a purchase transaction or lower than the opening price in the case of a sale transaction.

2.10. When a customer order is accepted by Z Forex, the customer authorizes Z Forex to close the transaction at the previously agreed upon "Close with Loss" or "Close with Profit" price, without requiring any additional instruction or notification from the customer.

2.11. The customer acknowledges and accepts that market volatility and other factors beyond Z Forex's control may prevent execution of a "Close with Loss" order at the specified price.

3. Execution Venues

3.1. Z Forex acquires price data from a number of liquidity providers, which is particularly important during abnormal market conditions, including periods of high volatility. This allows the company to offer competitive prices to its clients. Z Forex has chosen to work with several liquidity providers who also act as technology providers for the company.

3.2. Z Forex has carefully selected liquidity providers that it believes can deliver optimal trading results for its clients. This selection process takes into account several factors, including the nature of transactions, status as an established firm, regulatory approvals, risk management policies, reputation in the marketplace, financial stability and creditworthiness, compliance and risk management practices, and track record in the relevant markets. Z Forex has taken reasonable steps to ensure that the selected liquidity providers achieve the best possible trading results for its clients. This involves considering client categorizations and assessing potential risks. The liquidity providers have also undergone a thorough due diligence process, including completing a questionnaire and providing necessary verification documentation.

4. Execution Factors

4.1. The liquidity providers have the authority to determine the factors they deem essential to achieving the best possible trading result for clients. The markets in which Z Forex operates have established certain execution factors, which include, but are not limited to, the following:

4.1.a. Price and Execution Costs:

The Company calculates the bid/ask spread by relying on several base price providers and data sources to ensure competitive pricing. Price updates are made as frequently as possible. Pending orders are executed at the asking price for Buy Limit, Buy Stop, Stop Loss, and Take Profit orders concerning short positions. For long positions, these orders are executed at the bid price. The minimum level for placing such orders is specified in the Client Agreement and/or on the Company's website. Certain types of instruments may involve commissions or financing fees upon opening a position, and detailed information regarding these costs is available on the company's website. These costs are not included in the company's quoted prices and are explicitly charged to the client's account. The company reserves the right to apply such costs in the future, providing prior notice to the client.

4.1.b. Probability, execution speed, and settlement likelihood:

Regarding execution speed, the company prioritizes high-speed order execution for clients, although technological and communication limitations may cause delays for clients with poor internet connections.

The probability of execution is dependent on the pricing available at the execution location(s) selected by the organization. Executing an order could not be possible when there are unstable markets, swift price changes, low liquidity, or force majeure occurrences. The company retains the right to deny or delay order execution without notifying the customer.

The execution of transactions determines the chance of settlement. The company's trading platform uses financial instruments that require no actual delivery of the underlying assets, therefore settlement is not necessary.

4.1.c. Order size, nature, and characteristics:

Transactions in currency trading are frequently made in lots of one or less, making them highly liquid. The kind of the order may determine which liquidity provider is used, as not all liquidity providers cover all instruments. Limits on the quantity of trades or the overall net position value per profile for a specific instrument may be set by Z Forex. If such limits are implemented, the company endeavors to notify clients in advance. The company's website provides information about financial instrument measurements in lots, and clients should consider this when trading.

4.1.d. Spread, fees, and costs:

Z Forex offers continuous bid/ask price presentation in milliseconds, allowing trades to be executed at the best available prices during high liquidity. While the company strives to provide competitive spreads at all times, market conditions may cause variations. Detailed spread information is available on the website and the MetaTrader 5 platform, but it is indicative only. Clients should monitor news announcements and be aware of events that could impact market volatility and liquidity.

Commission fees may be applicable for opening and closing certain positions. Any new charges will be posted on the website at least 7 days prior to implementation.

Other fees imposed by governmental or self-regulatory organizations, incidental banking fees, charges for statements, order cancellations, account transfers, and telephone orders, may also be applicable. Certain markets may be relevant for commission fees, which will be disclosed to clients as necessary.

4.1.e. Overnight interest/swap fee:

Certain financial instruments may be subject to daily financing fees, known as "swaps," which cause the value of open positions to increase or decrease over time. These fees are based on market interest rates and are applied on a daily basis. Information about daily financing or overnight fees can be found on the company's website.

4.1.f. Currency conversion:

The company reserves the right to convert any currency in the client's account without prior notice in order to fulfill obligations or complete any transactions. The client will be charged for expenses related to currency conversion, assuming all foreign currency exchange risks. The client will be held responsible for all currency conversion costs and exchange rate risks. The client must follow all rules governing exchange transactions, assume all risks involved, and hold the company harmless from any claims resulting from such rules in the future.

4.1.g. Price slippage:

The company's automated system strives to achieve the best overall outcome for transactions. If the specific price requested by the client is not available, the order will be executed close to or at a certain number of pips away from the requested price, resulting in positive or negative slippage. Slippage is a normal market occurrence in foreign exchange and stock markets, and it may arise under conditions such as illiquidity and volatility caused by news announcements, economic events, and other factors. In the event of positive or negative price slippage, the client assumes the associated cost.

5. Leverage

5.1. The client acknowledges that Z Forex possesses the authority to establish regulations and conditions for client accounts, which include minimum account size, investment duration, commissions and fees, leverage limits for each instrument, markups, stop loss and limit rules, rollover rules, margin call rules, and other financial arrangements. Z Forex reserves the right to modify such rules and provisions periodically.

5.2. The company retains the right to adjust the leverage in the client's trading account, with a maximum limit of 1:1000. The determination of the leverage ratio may involve the establishment of customer-specific rules, taking into consideration the regulations issued by the legal authority of the country in which Z Forex operates.

5.3. Z Forex has the discretion to modify the leverage of a client's account without prior notice, as long as it aligns with the conditions specified on the company's website. In the event of an automatic or manual leverage change, the margin requirements for all positions will be recalculated.

5.4. The company may impose limitations on the offered leverage or increase the margin requirements before significant macroeconomic events or news that could impact the prices of

financial instruments. Information regarding leverage changes can be accessed in the client's personal area, and in case of any discrepancies between the website and personal area, the information in the personal area takes precedence.

5.5, It is of utmost importance to closely monitor the positions and leverage utilized. Even a slight price movement can have a substantial effect on positions, and if the Account lacks sufficient funds to meet the Margin requirements for a trade, the Account may be immediately closed out. The automatic closure of trades and/or positions aims to prevent further losses, and Z Forex may close out all trades and/or positions on the Account, not solely the ones incurring losses. However, closure cannot be guaranteed, and reliance on it should be avoided. To prevent Account closeout, it is advisable to maintain a balance in the Account that is sufficient to keep positions open in the event of sudden changes in the required Margin amount due to price movements.

6. Conflicts of Interest

6.1. Z Forex is obliged to implement adequate controls to identify, manage, disclose, and document conflicts of interest. The company must take reasonable measures to effectively handle conflicts of interest. If the measures implemented by Z Forex are insufficient to mitigate risks to clients' interests, the company must inform the client about the general nature and sources of conflicts of interest before conducting business on behalf of the client.

6.2. Z Forex acknowledges the potential existence of conflicts of interest between the company and its clients. When executing market orders, the trading platform will display the most favorable price available from one of the liquidity providers selected by Z Forex, which the company considers appropriate.

6.3. Z Forex acknowledges the possibility of conflicts of interest that may arise between the company and its clients. One such situation involves the presentation of the best available price for market orders by a liquidity provider chosen by Z Forex. To manage and prevent conflicts of interest, the company has established internal systems to prioritize and execute comparable client orders promptly. However, there may be exceptions in cases where order characteristics or market conditions make it impractical or not in the client's best interests.

7. Monitoring and Review

7.1. Z Forex will regularly evaluate the effectiveness of its procedures for order execution and best execution policy to identify any necessary modifications and incorporate them if needed.

7.2. Z Forex will conduct periodic assessments to determine if its liquidity providers are delivering the most favorable outcome for its clients. If adjustments are deemed necessary, the company will make changes to its order execution arrangements. Z Forex will review its order execution arrangements and best execution policy at least once a year, or whenever a substantial change occurs that impacts its ability to consistently achieve the best possible result for executing client orders. This evaluation will take into account the venues specified in its best execution policy.

7.3. Z Forex will notify clients of any significant alterations made to its order execution arrangements or best execution policy, as mentioned earlier. This communication will be conducted through email or by posting updates on the company's website.

8. No Fiduciary Relationship

8.1. Z Forex's commitment to providing "best execution" does not establish any fiduciary responsibilities beyond the regulatory obligations imposed on the company or any additional obligations mutually agreed upon between Z Forex and the client.

8.2. The client bears full responsibility for their investment decisions, and Z Forex will not be held liable for any trading losses incurred as a result of those decisions.

