

# **TRADE EXECUTION AND ORDER HANDLING POLICY**

## **1. POLICY OBJECTIVES, SCOPE, AND EXECUTION FRAMEWORK**

### **1.1 Establishment, Regulatory Purpose, and Operational Application**

1.1.1 This Trade Execution and Order Handling Policy (*the “Policy”*) establishes the governing principles, operational standards, execution methodologies, internal handling procedures, supervisory controls, and risk management mechanisms adopted by **CAPITAL NOMOS** (*the “Company,” “we,” “our,” or “us”*) in relation to the receipt, validation, processing, routing, administration, execution, rejection, cancellation, amendment, and settlement of all Client orders, trading instructions, and transaction-related activities conducted through the Company’s Trading Platforms, systems, digital infrastructure, and proprietary execution environment.

1.1.2 This Policy is intended to promote:

- (a) procedural transparency;
- (b) commercially reasonable execution standards;
- (c) orderly market conduct;
- (d) operational consistency;
- (e) system integrity;
- (f) execution reliability;
- (g) risk mitigation; and
- (h) the protection of Client interests under varying market conditions, liquidity environments, and technical circumstances.

1.1.3 This Policy forms an integral and supplementary component of the Company’s Conditions of Use and shall apply to all Clients, authorized users, account holders, beneficial owners, representatives, and participants utilizing the Company’s Trading Platforms, electronic systems, execution interfaces, or financial services.

1.1.4 By accessing the Company’s Trading Platforms or submitting any instruction, transaction request, or trading order, the Client expressly acknowledges, understands, and

agrees:

- (a) to be legally bound by this Policy;
  - (b) that all trading activity involves substantial financial risk;
  - (c) that execution outcomes may vary due to market conditions and technical limitations;
- and
- (d) that execution procedures shall be governed by the Company's operational standards and internal execution framework.

1.1.5 The Company reserves the unrestricted right to establish, implement, revise, supplement, suspend, replace, or modify execution procedures, trading parameters, platform settings, operational safeguards, order handling methodologies, risk controls, latency protections, or execution standards where reasonably necessary for:

- (a) regulatory compliance;
- (b) cybersecurity protection;
- (c) operational stability;
- (d) market integrity;
- (e) liquidity management;
- (f) technological enhancement; or
- (g) commercial purposes.

## **1.2 Execution Venue and Internalized Trading Structure**

1.2.1 The Client acknowledges and accepts that the Company operates as the exclusive execution venue for transactions conducted through its proprietary Trading Platforms unless otherwise expressly stated in writing.

1.2.2 Orders submitted by Clients may be internally executed, processed, matched, administered, or handled within the Company's proprietary trading infrastructure and operational systems.

1.2.3 The Company may, at its sole discretion, utilize:

- (a) internal execution engines;
- (b) affiliated pricing systems;
- (c) integrated liquidity arrangements;



- (d) execution technologies;
- (e) aggregation mechanisms;
- (f) pricing feeds; or
- (g) third-party technological infrastructure

for purposes of facilitating trading functionality, execution efficiency, operational continuity, and market administration.

1.2.4 The Client expressly understands that:

- (a) the Company may act as principal, counterparty, market maker, or execution venue;
- (b) orders may not be routed to external exchanges or public markets;
- (c) execution may occur on an internalized basis; and
- (d) pricing, liquidity access, and execution conditions may differ from external financial markets or independent trading venues.

## **2. PLATFORM ACCESS, ORDER SUBMISSION, AND AUTHENTICATION PROCEDURES**

### **2.1 Platform Access and Credential Responsibilities**

2.1.1 Upon successful account registration and verification, the Client shall be granted access credentials permitting authorized access to the Company's proprietary Trading Platforms, electronic systems, digital infrastructure, and execution environment.

2.1.2 All credentials issued by the Company are confidential, personal, non-transferable, and intended solely for the authorized Client to whom they are assigned.

2.1.3 The Client bears full responsibility for:

- (a) safeguarding login credentials;
- (b) preventing unauthorized access;
- (c) maintaining cybersecurity protection;
- (d) monitoring account activity; and
- (e) ensuring the confidentiality of authentication data.



2.1.4 Any instruction, trade, request, transaction, modification, cancellation, communication, or activity initiated through the Client's credentials shall be presumed valid, authorized, and binding unless the Client promptly notifies the Company of suspected unauthorized activity.

1.2.5 The Company reserves the right to:

- (a) restrict platform access;
- (b) suspend credentials;
- (c) initiate security reviews;
- (d) require enhanced authentication measures; or
- (e) implement protective controls

where suspicious activity, cybersecurity risks, unauthorized access attempts, or operational threats are identified.

## **2.2 Submission and Acceptance of Orders**

2.2.1 Orders submitted through the Company's designated Trading Platforms shall constitute official trading instructions upon successful system receipt and validation.

2.2.2 The Company may accept various categories of orders, including but not limited to:

- (a) Market Orders;
- (b) Pending Orders;
- (c) Stop Orders;
- (d) Limit Orders;
- (e) Stop-Loss Orders;
- (f) Take-Profit Orders; or
- (g) other execution instructions supported by the Trading Platform.

2.2.3 The Company reserves the unrestricted right to determine:

- (a) acceptable order types;
- (b) execution eligibility;
- (c) minimum or maximum trade sizes;
- (d) order frequency limitations;

- (e) permitted instruments;
- (f) leverage availability;
- (g) execution priorities; and
- (h) operational trading parameters.

2.2.4 Orders may be rejected, delayed, suspended, partially executed, cancelled, or modified where:

- (a) market conditions become abnormal;
- (b) liquidity becomes unavailable;
- (c) pricing disruptions occur;
- (d) technical failures arise;
- (e) insufficient margin exists;
- (f) execution becomes commercially impractical; or
- (g) operational or compliance risks are identified.

2.2.5 The Company may, under exceptional circumstances and solely at its discretion, accept instructions submitted through alternative communication methods including:

- (a) email communications;
- (b) authorized written instructions; or
- (c) designated emergency communication procedures.

Any such instructions must be:

- (i) authenticated;
- (ii) verifiable;
- (iii) properly documented; and
- (iv) expressly approved by the Company.

### **3. EXECUTION STANDARDS, MARKET CONDITIONS, AND TRADING RISKS**

#### **3.1 Execution Methodology and Pricing Principles**

3.1.1 All order execution is subject to prevailing market conditions, liquidity availability, execution latency, system functionality, pricing availability, market volatility, and operational limitations existing at the time of execution.

3.1.2 The Client expressly acknowledges that quoted prices displayed on the Trading Platform may change continuously and that execution prices may differ from quoted or

requested prices due to:

- (a) price fluctuations;
- (b) liquidity shortages;
- (c) execution latency;
- (d) market gaps;
- (e) high volatility;
- (f) technical delays; or
- (g) abnormal trading conditions.

3.1.3 The Company does not guarantee execution:

- (a) at exact quoted prices;
- (b) without slippage;
- (c) without delay;
- (d) without partial fills; or
- (e) without market variance.

3.1.4 The Client acknowledges and accepts the risks associated with:

- (a) slippage;
- (b) requotes;
- (c) execution delays;
- (d) price gaps;
- (e) partial execution;
- (f) volatile markets;
- (g) liquidity shortages; and
- (h) technological interruptions.

3.1.5 The Company may utilize:

- (a) latency protections;
- (b) execution buffers;
- (c) spread adjustments;
- (d) pricing controls;
- (e) execution algorithms;
- (f) risk management filters; or
- (g) volatility safeguards

for purposes of maintaining orderly execution conditions and preserving operational stability.

### **3.2 Client Responsibilities and Trade Supervision**

3.2.1 Clients remain solely responsible for:

- (a) verifying order accuracy;
- (b) monitoring trading activity;
- (c) supervising open positions;
- (d) maintaining adequate margin levels;
- (e) reviewing execution details; and
- (f) ensuring the accuracy of all submitted instructions.

3.2.2 The Company shall not be liable for losses arising from:

- (a) incorrect order entries;
- (b) improper trade specifications;
- (c) Client misunderstanding of Trading Platform functionality;
- (d) delayed Client action;
- (e) inadequate supervision of positions; or
- (f) failure to maintain sufficient margin.

3.2.3 Clients are responsible for correctly specifying:

- (a) trade direction;
- (b) instrument selection;
- (c) trade volume;
- (d) stop-loss parameters;
- (e) take-profit levels;
- (f) expiration settings; and
- (g) order conditions.

3.2.4 Pending Orders may remain active until:

- (a) execution;
- (b) expiration;
- (c) cancellation;

- (d) system rejection; or
- (e) automatic removal under applicable Trading Platform conditions.

## **4. RISK MANAGEMENT CONTROLS, TRADING RESTRICTIONS, AND PLATFORM PROTECTIONS**

### **4.1 Operational Safeguards and Trading Controls**

4.1.1 The Company reserves the unrestricted right to impose operational limitations, trading restrictions, execution controls, leverage adjustments, margin modifications, or platform protections deemed reasonably necessary for:

- (a) market integrity;
- (b) operational security;
- (c) cybersecurity protection;
- (d) regulatory compliance;
- (e) liquidity preservation; or
- (f) risk management purposes.

4.1.2 The Company may restrict, reject, suspend, void, reverse, or cancel trades involving:

- (a) abusive trading practices;
- (b) system exploitation;
- (c) latency abuse;
- (d) unauthorized automation;
- (e) market manipulation;
- (f) prohibited arbitrage;
- (g) unauthorized scalping;
- (h) technical exploitation; or
- (i) suspicious trading behavior.

4.1.3 The Company may modify:

- (a) spreads;
- (b) leverage ratios;

- (c) trading hours;
- (d) instrument availability;
- (e) margin requirements;
- (f) execution parameters; or
- (g) platform functionality

without prior notice where market, operational, liquidity, compliance, or technological conditions require immediate adjustment.

4.1.4 Automatic trade closures, liquidation procedures, margin calls, stop-outs, or position restrictions may occur where:

- (a) margin levels become insufficient;
- (b) account exposure exceeds permitted thresholds;
- (c) liquidity conditions deteriorate;
- (d) market volatility becomes excessive; or
- (e) operational risks materially increase.

## **4.2 Technical Interruptions and Force Majeure Conditions**

4.2.1 The Client acknowledges that Trading Platforms and execution systems may experience:

- (a) scheduled maintenance;
- (b) technical failures;
- (c) cybersecurity incidents;
- (d) internet disruptions;
- (e) system latency;
- (f) infrastructure outages;
- (g) software malfunctions; or
- (h) force majeure events.

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

4.2.3 The Company shall not be liable for losses, damages, delays, execution failures, missed opportunities, or trading disruptions arising from:

- (a) technological failures;

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

## **5. DISPUTE REPORTING, EXECUTION REVIEWS, AND INVESTIGATIVE PROCEDURES**

### **5.1 Submission of Execution-Related Complaints**

5.1.1 Clients disputing execution outcomes, transaction activity, pricing discrepancies, order handling procedures, or Trading Platform functionality must notify the Company in writing within five (5) business days from discovery of the disputed event.

5.1.2 Complaints should include:

- (a) account identifiers;
- (b) timestamps;
- (c) transaction references;
- (d) order numbers;
- (e) screenshots where available;
- (f) relevant communications; and
- (g) detailed descriptions of the alleged issue.

5.1.3 The Company may require supplementary evidence, technical documentation, or additional verification materials before commencing investigative procedures.

### **5.2 Internal Review and Resolution Procedures**

5.2.1 The Company may conduct internal operational reviews, technical analyses, compliance assessments, platform investigations, transactional audits, or cybersecurity examinations relating to disputed execution events.

5.2.2 The Company's platform records, transaction logs, pricing data, communication records, and system-generated reports shall constitute primary evidence for purposes of internal review unless material error is objectively demonstrated.

5.2.3 The Company may:

- (a) uphold;
- (b) reject;
- (c) amend;
- (d) reverse; or
- (e) partially adjust

execution outcomes where manifest technical errors, operational failures, or objectively verifiable system anomalies are identified.

5.2.4 Except where otherwise required by law, the Company's determination following completion of internal review procedures shall constitute the Company's final internal decision regarding the disputed matter.

## **6. CONFIDENTIALITY, DATA PROTECTION, AND INFORMATION SECURITY**

### **6.1 Confidentiality of Trading Information**

6.1.1 All Client trading information, account records, execution history, transactional activity, platform usage data, operational records, and communication materials shall be treated as confidential subject to applicable legal and regulatory requirements.

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

- (a) execution administration;
- (b) compliance monitoring;

- (c) fraud prevention;
- (d) risk management;
- (e) cybersecurity protection;
- (f) dispute handling;
- (g) regulatory reporting; and
- (h) operational improvement.

**6.1.3 The Company may disclose Client information:**

- (a) where required by law;
- (b) pursuant to court order;
- (c) to regulators;
- (d) to compliance authorities;
- (e) to financial institutions;
- (f) to service providers; or
- (g) to affiliated operational partners

where reasonably necessary for lawful business operations and regulatory compliance.

**6.2 Protection of Proprietary Systems and Information**

**6.2.1 Clients shall not:**

- (a) reproduce;
- (b) reverse engineer;
- (c) exploit;
- (d) interfere with;
- (e) distribute;
- (f) manipulate; or
- (g) misuse

the Company's proprietary Trading Platforms, execution systems, pricing infrastructure, algorithms, or confidential operational materials.

**6.2.2 Unauthorized use of the Company's systems, software, execution technologies, pricing feeds, infrastructure, or proprietary information may result in:**

- (a) immediate account suspension;
- (b) trade cancellation;



- (c) service termination;
- (d) financial recovery measures; or
- (e) legal proceedings.

## **7. POLICY AMENDMENTS, INTERPRETATION, AND LEGAL EFFECT**

### **7.1 Amendments and Continuing Applicability**

7.1.1 The Company reserves the unrestricted right to amend, revise, supplement, suspend, replace, or otherwise modify this Policy at any time without prior individual notice.

7.1.2 Any amendments shall become effective immediately upon publication through the Company's official Website, Trading Platform, Client portal, or authorized communication channels unless otherwise expressly stated.

7.1.3 Continued access to the Company's Services following publication of amendments shall constitute acknowledgment and acceptance of the revised provisions.

### **7.2 Legal Effect and Interpretation**

7.2.1 This Policy constitutes a legally binding supplementary document forming part of the Company's Conditions of Use.

7.2.2 In the event of inconsistency between this Policy and other Company policies, the interpretation most consistent with:

- (a) operational integrity;
- (b) regulatory compliance;
- (c) lawful execution practices;
- (d) cybersecurity protection; and
- (e) risk mitigation objectives

shall prevail unless otherwise required by applicable law.



7.2.3 If any provision of this Policy is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted under applicable law.