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1. INTRODUCTION

- 1.1. This Order Execution Policy (the 'Policy') is provided by Grow Prime Ltd (the 'Company', 'we', 'us' or 'our') to its clients in connection with the execution-only dealing and brokerage services offered by the Company.
- 1.2. FxGrow is a brand name, trading name and commercial style of Grow Prime Ltd. FxGrow is not a separate legal entity. All contractual relationships, accounts, transactions, rights and obligations are with Grow Prime Ltd.
- 1.3. Grow Prime Ltd is incorporated in the Republic of Seychelles under Company Number 8438912-1 and is licensed by the Seychelles Financial Services Authority as a Securities Dealer. Its registered office is at House of Francis, Room 302(B), Ile Du Port, Victoria, Mahe, Seychelles.
- 1.4. This Policy forms part of the Client Agreement / Client Terms and Conditions and should be read together with the Client Agreement, Risk Disclosure Notice, Conflicts of Interest Policy, Client Categorisation Policy, Client Money Policy, Complaints Handling Policy, Privacy Policy, Costs and Charges Schedule and the product specifications or trading conditions published by the Company from time to time.
- 1.5. The purpose of this Policy is to explain how the Company handles and executes client orders, the main factors considered when seeking the best possible result, the treatment of different order types, and the circumstances in which execution may be affected by market, liquidity, technology, regulatory or operational events.

2. SCOPE OF THIS POLICY

- 2.1. This Policy applies to orders in over-the-counter financial instruments offered by the Company, including contracts for difference and other permitted OTC derivative products.
- 2.2. This Policy does not apply to listed shares, bonds, ETFs, exchange-traded securities, or products that the Company does not offer under its licence or product schedule.
- 2.3. Capitalised terms not defined in this Policy have the meaning given to them in the Client Agreement or the applicable trading conditions.
- 2.4. Where there is a conflict between this Policy and a product specification, platform rule, trading condition or regulatory requirement, the Company may apply the requirement that is necessary to comply with applicable law, protect market integrity, manage risk or ensure orderly execution.

3. EXECUTION-ONLY SERVICE AND EXECUTION CAPACITY

- 3.1.** The Company provides execution-only services. The Company does not provide investment, legal, tax, regulatory or financial advice and does not make personal recommendations.
- 3.2.** The Company may act as principal in relation to client transactions. This means that, unless expressly stated otherwise, the Company is the counterparty to the Client's trade and not an agent acting on behalf of the Client on an exchange.
- 3.3.** The Company may route, hedge, match, offset or otherwise manage its risk with one or more liquidity providers, execution venues or counterparties. Such arrangements do not create a contractual relationship between the Client and those third parties.
- 3.4.** Orders are executed outside a centralised exchange or multilateral trading facility unless the Company expressly states otherwise in writing.

4. EXECUTION FACTORS

- 4.1.** When executing or arranging the execution of orders, the Company will take reasonable steps to obtain the best possible result on a consistent basis, subject to the nature of the product, the order, market conditions and any specific instruction from the Client.

The main execution factors include:

- price;
 - costs and charges;
 - speed of execution;
 - likelihood of execution and settlement;
 - order size and nature;
 - available liquidity and market depth;
 - market impact, volatility and gapping;
 - the characteristics of the Client, account type, platform and financial instrument;
 - and
 - any other relevant consideration.
- 4.2.** For Retail Clients, price and overall cost will normally be given the highest importance. For Professional Clients and Eligible Counterparties, the relative importance of execution factors may vary depending on the order, product and instructions provided.

5. PRICE FORMATION, LIQUIDITY, SPREADS AND COSTS

- 5.1.** Prices quoted on the Company's trading platforms are derived from liquidity providers, market data providers, execution venues and/or the Company's own

pricing and risk management arrangements. Prices may differ from prices available on other platforms, exchanges, public websites or market data sources.

- 5.2.** For each instrument, the Company generally quotes a bid price and an ask price. The difference between the bid and ask price is the spread. The spread may include a mark-up, commission equivalent or other component determined by the Company in accordance with the applicable account type and trading conditions.
- 5.3.** Spreads may be fixed or variable depending on the account type and product. Variable spreads may widen during periods of volatility, illiquidity, market opening or closing, news announcements, market gaps, system stress, holidays or other abnormal market conditions.
- 5.4.** The Company may charge commissions, swaps, financing charges, conversion fees, inactivity fees, payment-provider fees, administrative fees, or other costs as set out in the Costs and Charges Schedule, trading platform, contract specifications or other notices provided to Clients.
- 5.5.** Prices are updated as frequently as the Company's technology, liquidity, connectivity and operational arrangements reasonably permit. The Client acknowledges that prices may change faster than they are displayed on the Client's device or internet connection.

6. ORDER TYPES AND ORDER HANDLING

- 6.1.** The availability of order types depends on the trading platform, product, account type and market conditions. The Company may support some or all of the following order types: market orders, limit orders, stop orders, stop-loss orders, take-profit orders, stop-limit orders, good-till-cancelled orders, good-till-date orders, fill-or-kill orders and immediate-or-cancel orders.
- 6.2.** Market Order: an instruction to buy or sell a specified volume at the best available price at the time the order is received and processed by the Company. Execution may occur at a price different from the price displayed when the order was submitted.
- 6.3.** Limit Order: an instruction to buy or sell at a specified price or better. A limit order is generally intended to obtain a price equal to or better than the limit price, but execution is not guaranteed.
- 6.4.** Stop Order: an instruction that becomes a market order when the relevant stop price is reached or passed. Once triggered, a stop order may be executed at the next available price, which may be better or worse than the stop price.
- 6.5.** Stop-Loss Order: a stop order intended to reduce or limit potential losses on an open position. A stop-loss order does not guarantee that a position will be closed at the stop-loss price, especially during fast markets, gaps or illiquid conditions.
- 6.6.** Take-Profit Order: a limit order intended to close an open position when the market reaches a pre-set profit target. Execution is subject to available liquidity and the applicable platform rules.
- 6.7.** Stop-Limit Order: an order that combines features of a stop order and a limit order. Once the stop price is reached, the order becomes a limit order at the specified

limit price. Execution is not guaranteed if the market moves away from the limit price.

- 6.8.** Good-Till-Cancelled and Good-Till-Date settings may be available for pending orders. A pending order may be cancelled by the Client, expire automatically, be deleted by the platform, or be removed by the Company where required by market conditions, insufficient margin, product expiry, regulatory restrictions or risk management requirements.
- 6.9.** The Company may execute most orders automatically with minimal manual intervention. However, the Company may manually review, reject, delay, aggregate, split, execute at volume-weighted average price, or otherwise handle orders where market conditions, liquidity, order size, technology, abnormal pricing, suspected abuse or regulatory requirements make this necessary.

7. SLIPPAGE, REQUOTES, PARTIAL FILLS AND REJECTED ORDERS

- 7.1.** Slippage is the difference between the requested, displayed, stop or limit price and the actual execution price. Slippage may be positive or negative and is a normal feature of trading OTC leveraged products.
- 7.2.** Slippage is more likely during volatile markets, news events, market opening or closing, illiquid periods, market gaps, system latency, large order sizes or where the available market depth is limited.
- 7.3.** A requote may occur where the original price requested by the Client is no longer available and the Company offers a new executable price. The availability of requotes depends on the platform, account type, execution method and market conditions.
- 7.4.** A partial fill may occur where there is insufficient liquidity to execute the full requested volume at one price. In such circumstances, the order may be executed in parts at different prices, or may be rejected in whole or in part.
- 7.5.** The Company may reject an order where the price is no longer valid, the market is closed, trading is suspended, available margin is insufficient, the product is unavailable, the order exceeds limits, the order is outside permitted parameters, or the Company reasonably suspects error, abuse, manipulation, latency arbitrage, misuse of facilities or breach of the Client Agreement.

8. MARGIN, LEVERAGE, MARGIN CLOSE-OUT AND STOP-OUT

- 8.1.** Leveraged trading allows the Client to open positions with a margin deposit that is lower than the full notional value of the trade. Leverage magnifies both profits and losses.
- 8.2.** The Company may set, amend or reduce leverage and margin requirements at any time, including without prior notice, where required by market conditions, product characteristics, regulatory requirements, client classification, account type,

liquidity, volatility, corporate actions, news events or risk management considerations.

- 8.3.** The Client must maintain sufficient margin at all times. If the Client's margin level falls below the applicable stop-out or close-out level, the Company may close one or more open positions, cancel pending orders, restrict trading or take other protective measures without prior notice.
- 8.4.** Positions may be closed in the sequence determined by the Company or the trading platform, including by largest loss, highest margin requirement, oldest position, product availability, market opening status or any other method considered appropriate in the circumstances.
- 8.5.** The Company is not obliged to issue margin calls or give the Client an opportunity to add funds before closing positions. The Client remains responsible for monitoring margin, account equity, platform messages and market conditions.

9. NEGATIVE BALANCES

- 9.1.** Unless the Company expressly offers negative balance protection to the Client in writing or under a specific published policy, trading losses may exceed deposits and the Client shall remain liable for any deficit balance.
- 9.2.** Where negative balance protection is offered, it may be subject to conditions, exclusions and anti-abuse provisions. The Company may refuse to apply negative balance protection where it reasonably believes that the Client has engaged in abusive trading, hedging abuse, market manipulation, latency arbitrage, fraud, misuse of facilities or any breach of the Client Agreement.
- 9.3.** The Company may recover negative balances by offsetting against other accounts, withholding withdrawals, applying set-off rights, closing positions, or taking reasonable debt recovery steps, subject to applicable law.

10. CORPORATE ACTIONS AND INSTRUMENT ADJUSTMENTS

- 10.1.** Where the Company offers CFDs or OTC products referencing shares, indices, futures, commodities or other underlying instruments, corporate actions or market events may affect pricing, margin, trading availability, contract specifications and open positions.
- 10.2.** Corporate actions may include dividends, stock splits, reverse splits, rights issues, mergers, acquisitions, spin-offs, de-listings, suspensions, insolvency events, trading halts, contract expiries, index rebalancing and other events affecting the relevant underlying instrument.
- 10.3.** The Company may make cash adjustments, amend opening prices, amend contract sizes, increase margin, restrict trading, place instruments in close-only mode, suspend trading, close positions, remove instruments, or take any other action it considers appropriate to reflect the economic effect of the event and protect orderly trading.

- 10.4.** Clients are responsible for monitoring corporate actions, expiry dates, trading notices and product specifications. The Company does not guarantee that adjustments will replicate exactly the treatment that would apply to direct ownership of the underlying asset.

11. BEST EXECUTION

- 11.1.** The Company will take reasonable steps to obtain the best possible result for Clients on a consistent basis when executing client orders, subject to the execution factors set out in this Policy and the circumstances of each order.
- 11.2.** Best execution does not mean that the Company must obtain the best possible result for every individual order, but that it maintains and applies arrangements designed to achieve the best possible result on a consistent basis.
- 11.3.** Where the Client gives a specific instruction, the Company will execute the order in accordance with that instruction. A specific instruction may prevent the Company from applying some or all of its best execution arrangements to the elements covered by the instruction.
- 11.4.** The Client acknowledges that OTC execution involves prices and liquidity made available by the Company and its liquidity providers, rather than direct access to an exchange order book.

12. EXECUTION VENUES AND LIQUIDITY PROVIDERS

- 12.1.** For OTC products, the Company may act as the sole contractual counterparty to the Client's trades. The Company may hedge or offset market exposure with one or more liquidity providers, brokers, banks, electronic communication networks or other counterparties.
- 12.2.** The Company selects liquidity providers and execution arrangements based on factors such as price quality, depth of liquidity, execution speed, reliability, technology, regulatory status, financial standing, settlement capability, operational resilience and overall execution quality.
- 12.3.** The Company may add, remove or replace liquidity providers or execution arrangements without prior notice where it considers this appropriate for execution quality, regulatory compliance, operational resilience or risk management.
- 12.4.** Trading hours, holidays, instrument availability and session breaks are set out in the trading platform, website or product specifications and may change from time to time.

13. CLIENT INSTRUCTIONS

- 13.1.** The Client may submit orders and instructions only through the channels approved by the Company, including the trading platform, client portal, registered email,

telephone dealing line or other method approved by the Company from time to time.

- 13.2.** The Company may rely on instructions that appear to come from the Client, an Authorised Representative, or any person using the Client's credentials. The Client is responsible for keeping access credentials secure.
- 13.3.** Orders submitted outside approved channels may be rejected or delayed. The Company is not liable for losses arising from unclear, incomplete, delayed, duplicated, unauthorised or misdirected instructions, except where caused by the Company's proven negligence or wilful misconduct.
- 13.4.** Telephone orders, if accepted, may be subject to identity verification, language requirements, line availability and dealing desk capacity. During volatile periods or high call volumes, telephone access may be delayed or unavailable.

14. ABUSIVE TRADING AND MISUSE OF FACILITIES

- 14.1.** The Client must not engage in insider dealing, market manipulation, spoofing, quote stuffing, latency arbitrage, price manipulation, platform abuse, hedging abuse, misuse of negative balance protection, coordinated trading, use of multiple profiles to circumvent limits, or any strategy intended to exploit technical or pricing errors.
- 14.2.** Where the Company reasonably suspects abusive trading or misuse of facilities, it may reject or cancel orders, amend execution prices, reverse transactions, remove profits, widen spreads, increase margin, restrict trading, place the account on close-only mode, terminate the Client Agreement, recover losses and report the matter to regulators or law enforcement authorities.
- 14.3.** The use of expert advisors, algorithms, bots, scripts, bridges, plug-ins, copy trading tools or third-party signals is permitted only to the extent allowed by the Company and must not be used in a manner that disrupts trading systems, exploits latency or breaches the Client Agreement.

15. OTHER EXECUTION CONSIDERATIONS

- 15.1.** Order Size: the Company may set minimum and maximum trade sizes, exposure limits, position limits and order limits for each instrument or account. Orders exceeding applicable limits may be rejected, partially filled or executed in stages.
- 15.2.** Currency Conversion: where an instrument is denominated in a currency different from the account currency, profit, loss, margin, fees and adjustments may be converted at a rate determined by the Company or its payment/liquidity arrangements.
- 15.3.** Negative or Abnormal Prices: where an underlying market trades at or near zero, negative prices, trading halts or abnormal prices, the Company may change margin, suspend trading, allow close-only trading, close positions, amend pricing or take other measures it considers appropriate.

- 15.4.** System Events: execution may be affected by platform downtime, maintenance, connectivity issues, data outages, server load, third-party failures, cyber events, disaster recovery procedures, market data errors or other events outside the Company's reasonable control.
- 15.5.** Regulatory or Legal Restrictions: the Company may refuse, suspend or restrict execution where necessary to comply with law, sanctions, AML/CTF obligations, regulatory directions, product restrictions or internal risk controls.

16. MONITORING AND REVIEW

- 16.1.** The Company will monitor the effectiveness of its execution arrangements, including pricing, speed, likelihood of execution, slippage, rejected orders, liquidity provider performance and client outcomes, where relevant to its business model.
- 16.2.** This Policy will be reviewed at least annually and whenever a material change occurs that affects the Company's ability to continue obtaining the best possible result for Clients on a consistent basis.
- 16.3.** Where material changes are made to this Policy, the Company will notify Clients through the website, client portal, email, platform message or other registered communication channel.

17. CLIENT CONSENT AND ACKNOWLEDGEMENT

- 17.1.** By accepting the Client Agreement, opening an account, placing an order or using the Company's services, the Client confirms that they have read, understood and accepted this Policy.
- 17.2.** The Client expressly consents to the execution of orders outside a centralised exchange, regulated market, organised trading facility or multilateral trading facility, where applicable to the OTC products offered by the Company.
- 17.3.** The Client acknowledges that execution may be affected by market, liquidity, technology, pricing, regulatory and operational factors and that the Company does not guarantee execution at any particular price or time.

18. IMPORTANT INFORMATION AND CONTACT

- 18.1.** This Policy is not an offer, solicitation or recommendation to buy or sell any financial instrument. It is provided for information and contractual purposes in connection with the Company's services.
- 18.2.** The products described in this Policy may not be suitable for all investors and may not be available in all jurisdictions. The Client is responsible for ensuring that use of the Company's services is lawful in their jurisdiction.
- 18.3.** Questions regarding this Policy should be addressed to the Company's Customer Support or Compliance function through the contact details published on the

Company's website or client portal.

19. APPENDIX I: ORDER TYPE SUMMARY

Order Type	Summary
Buy Stop	An order to buy once the market reaches or passes a stop price above the current market price. Once triggered, it is treated as a market order.
Sell Stop	An order to sell once the market reaches or passes a stop price below the current market price. Once triggered, it is treated as a market order.
Buy Limit	An order to buy at a specified price lower than the current market price, or better, subject to liquidity and platform rules.
Sell Limit	An order to sell at a specified price higher than the current market price, or better, subject to liquidity and platform rules.
Stop Loss	An order intended to close a position when the market moves against it. Once triggered it may execute at the next available price, which may be worse than the stop price.
Take Profit	An order intended to close a position when the market reaches a profit target. It generally executes at the specified price or better, subject to liquidity.
Stop-Limit	An order that becomes a limit order after the stop price is reached. Execution is not guaranteed if the limit price is not available.
GTC / GTD	Good-till-cancelled or good-till-date settings that allow pending orders to remain active until triggered, cancelled, expired or otherwise removed under platform rules.

20. APPENDIX II: EXECUTION SUMMARY TABLE

Feature	Market Orders	Stop Orders	Limit Orders	Stop-Loss / Take-Profit
Execution Basis	Best available price / VWAP where applicable	Become market orders once triggered	Specified price or better, if available	Depends on order type: stop-loss as stop; take-profit as limit
Slippage	Possible, positive or negative	Possible, positive or negative	Generally positive or no slippage, but execution not guaranteed	Stop-loss may slip; take-profit generally at specified price or better
Partial Fills	Possible where liquidity is limited	Possible once triggered	Possible where platform supports partial fills	Possible depending on platform and liquidity
Rejection / Cancellation	Possible if price invalid, market closed, insufficient margin or order outside limits	Possible if invalid, expired, insufficient margin or trading restricted	Possible if invalid, expired, insufficient margin or trading restricted	Possible if invalid, deleted, expired, insufficient margin or trading restricted
Client responsibility	Monitor execution price and account margin	Understand stops are not guaranteed	Understand execution is not guaranteed	Monitor open positions after triggering or removal

Publication version: Website draft for Grow Prime Ltd. This document should be reviewed by Seychelles-qualified legal and compliance advisers before publication.