

ORDER EXECUTION POLICY

Century Financial Limited
Registered Address: IMAAD Complex, 3rd Floor, Office 12, Ile Du Port, Mahe, Seychelles
License Number: SD235 | Registered and regulated by the Financial Services Authority (the "FSA") in Seychelles.

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Century Financial Ltd (referred to as "Century Financial", "we", "us", "our", "ours" and "the Company") has established an Order Execution Policy (hereinafter referred to as 'the "Policy"').

1. INTRODUCTION

The Company is dedicated to maintaining honesty in its Client relationships, conducting transactions with professionalism and transparency, and prioritizing Clients' best interests when executing trades on their behalf through their trading accounts. We will take all reasonable steps to obtain the best possible result for the Client when executing an Order with the Client or on the Client's behalf, considering various execution criteria.

Capitalized terms used herein shall have the same meaning as the Terms of Business.

For the purposes of this Policy, references to Financial Intermediaries and Regulated Providers shall include, as applicable, brokers, execution venues, liquidity providers, custodians, clearing members, settlement agents, and other counterparties or intermediaries involved in the execution, pricing, clearing, settlement, or custody of Transactions, depending on the nature of the Product or financial instrument.

2. SCOPE

- 2.1 The Policy applies to the Company's Clients when executing transactions in Product or financial instruments, including Contracts for Difference (CFDs) and Exchange-Traded Securities (including listed shares and exchange-traded funds) (ETS), provided by us via the Platform or through Regulated Providers. Upon acceptance of a Client's Order and where there is no specific Client instruction regarding the execution method, the Company will execute an Order in accordance with this Policy.
- 2.2 In respect of ETS, Orders are executed on an execution-only basis and are transmitted to one or more Regulated Providers or execution venues for execution on the relevant exchange. The Company acts solely as agent and does not act as principal, counterparty, or market maker in such Transactions. Execution is subject to the rules of the relevant exchange, market conditions, and the arrangements of the Regulated Providers.
- 2.3 We have a general duty to act honestly, fairly, and professionally, considering the Client's best interest. The Company will consider a wide range of execution factors in executing Orders of its Clients. These factors are further described in this Policy.

3. OUR APPROACH TO BEST EXECUTION

- 3.1 When executing Orders, the Company will take all reasonable steps to obtain the best possible result under the circumstances for the Client, considering price, costs, speed, likelihood of execution and settlement, size, nature, or any other consideration relevant to the execution of the Order.

When considering the best executing factors, the Company considers:

- i. The characteristics of the Client's Order.
- ii. The characteristics of the Product or financial instruments that are subject to that Order.
- iii. The characteristics of the execution venues to which that Order can be directed; and
- iv. The Client characteristics, including whether the Client is a retail Client or a Professional Client.

- 3.2 When the Company executes Orders on behalf of Clients, the best possible result will typically be determined on the basis of total consideration paid to or by the Client, unless the objective of execution of the Order dictates otherwise. Total consideration is the price of the Product or financial instrument, and the costs related to execution, including all expenses incurred by the Client which are directly related to the execution of the Order, such as venue execution fees, clearing and settlement fees, and any other fees paid to third parties involved in the execution of the Order.
- 3.3 This Policy applies when the Company executes Client's Orders subject to the following criteria:
- i. The Client has not been categorized as a "Professional Client" for the related service and/or transaction.
 - ii. The Client is dealing in Products or financial instruments as covered by the Company's license.
 - iii. Specific instructions given by the Client do not prevent the Company from implementing this Policy for the Client.
 - iv. In respect of ETS, execution is dependent on the relevant exchange order book, available liquidity, and market conditions. The Company does not control execution timing, price formation, or order matching processes on the exchange.

- 3.4 To determine the best way to execute an Order for a Client, the Company takes into consideration the following matters:

3.4.1 Speed and Likelihood of Execution

The Company seeks to provide Clients' Orders with the fastest execution reasonably possible. The Company, subject to prevailing market conditions, strives to execute the Clients' Orders at the requested price. However, the Company reserves the right to decline an Order of any type or to offer the Client a new price for Market Order under market conditions including but not limited to volatile market conditions, opening gaps on trading session start moments, during news announcements, on gaps where the underlying instrument has been suspended or restricted on a particular market, if there is insufficient liquidity for the execution of the specific volume at the requested price.

We are taking reasonable efforts to offer a high speed of execution within the technological and telecommunication limitations, and we are not responsible for the poor performance of the Client's technology, internet connection, or any other resources that might result in the Client's delay in the transmission of data between the Client and us. Our Platform executes Orders automatically and ensures that all Orders are filled quickly and accurately; however, there is always a possibility of Slippage of prices (as explained below). Execution of Clients' Orders is subject to the pricing and available liquidity of the Financial Intermediaries on whom we rely for prices and available volume. Orders placed by clients are sent to the Company automatically, and in really unusual and exceptional cases beyond our control, such as power outages or lost network connections, our staff may need to intervene manually. The Company reserves the right to decline any out of date Orders as a result of such delay.

The Company may refuse to follow a verbal Order if the telephone recording system is down, we are unable to verify your identification, the transaction is too complex, or the quality of the phone line is inadequate. We also retain the right to request that you provide instructions for your transactions through any other manner we deem suitable. The Company is not liable for any damages that may occur as a result of delayed or undelivered Client communications.

3.4.2 Price

The Company calculates its prices by reference to the price of the relevant underlying Product or financial instrument, which it obtains from external sources. The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company quotes both the higher price (ASK) at which the Client can buy (go long) and the lower price (BID) at which the Client can sell (go short) each Product or financial instrument it offers. The difference between the lower and the higher price of a given Product or financial instrument is the spread. "Buy Limit", "Buy Stop" and "Stop Loss", "Take profit for opened short positions" Orders will be executed at the ASK price, and "Sell Limit", "Sell Stop" and "Stop Loss", "Take profit for opened long positions" will be executed at the BID price. The Company will make all reasonable efforts to ensure that the Client receives the best spread and that its calculation is made with reference to a wide range of data sources and Financial Intermediaries.

The Client acknowledges and accepts that the Company's Platform displays the pricing of the various markets electronically. However, pricing may differ from that found elsewhere (including prices quoted on other trading venues or by other providers). Note that due to market changes and/or technical conditions, as well as events beyond the control of the Company and its execution venues, the prices shown on your device and/or communicated to you when you place an Order may not match the price at which the trade is executed. In addition, it is anticipated that there will be instances in which there will be insufficient liquidity, limitations on liquidity, or other restrictions imposed on the Company and/or the Company's execution venues; therefore, the Company will be required to adhere to the same restrictions and limitations on its execution venues. The Client understands and agrees that the Company shall not be liable for any losses arising from such restrictions.

The Prices displayed on the Platform are indicative only, and the confirmed price at Order execution may change from the price displayed on the interface. The Client acknowledges and understands that the ultimate confirmed pricing will depend on the price at actual execution.

In respect of ETS, prices are derived from the relevant exchange or execution venue and are determined by market order book dynamics and available liquidity. The Company does not create or control prices for such instruments. The execution price may include commissions applied by the Company or a Regulated Provider and may differ from publicly quoted prices due to execution timing, order size, and market conditions.

3.4.3 Orders

The Company may implement reasonable controls and validation checks on Orders prior to acceptance and transmission for execution.

In respect of OTC Products (including CFDs), the Company may, acting reasonably and in accordance with the Client Agreement, reject, decline, or re-price an Order prior to execution where market conditions, pricing availability, or operational factors so require.

In respect of ETS, once an Order has been transmitted to a Regulated Provider or execution venue, it shall be subject to the rules of the relevant exchange or market and may not be capable of amendment or cancellation.

The Company shall not amend the fundamental terms of any executed Order. However, the Company reserves the right to correct, cancel, or adjust any Transaction or Order where such action is necessary to address a manifest error, system failure, incorrect price feed, or other operational or technical error, in accordance with the Client Agreement and Applicable Law.

Any such correction or adjustment shall be made on a fair and reasonable basis. The Client acknowledges that specific instructions may limit the Company's ability to achieve best execution, and in such circumstances, the Order shall be executed in accordance with those instructions at the Client's risk.

The Client agrees to indemnify the Company against claims arising from such corrections. Specific Client instructions may limit the Company's ability to optimize execution per its Execution Policy, and such Orders are executed at the Client's sole risk, with no liability to the Company.

The Client recognizes that the Platform may be unavailable, and trades executed incorrectly may be reversed or corrected, particularly during illiquid markets, system failures, or force majeure events, as determined by the Company under abnormal market conditions.

3.4.4 **Size, Nature, and Characteristics of an Order**

The execution of Orders on our trading Platform depends on the size, nature, and characteristics of the Order. Financial Intermediaries may not support all Product or financial instruments, and the Order type may determine the provider used. The Company may limit the number of trades or total net position value per profile for specific Product or financial instruments, endeavoring to notify Clients in advance where feasible. At execution, our Platform automatically evaluates Order size for CFD margin trades, accepting, rejecting, or modifying Pending Orders per their attributes and our Client Agreement.

The Company reserves the right to impose maximum Order size limits, decline Orders as outlined in the Client Agreement, and cap the number of contracts or total net position value per profile for a given Product or financial instrument. Reasonable efforts will be made to execute Orders regardless of volume and to provide prior notice of any limits where applicable.

In respect of ETS, Orders are subject to exchange-imposed size limits, lot sizes, and market conventions, and may be partially executed depending on available liquidity.

3.4.5 **Order Types**

The Company may make available different types of orders depending on the Product or financial instrument, Platform functionality, and the relevant execution venue.

These may include, without limitation, market orders, limit orders, stop orders, stop-limit orders, and such other order types as may be supported by the Platform or the relevant execution venue from time to time.

The availability, handling, and execution of such orders may vary depending on the characteristics of the Product or financial instrument, market conditions, and the rules of the relevant execution venue or Financial Intermediary.

In respect of ETS, order types and their execution are subject to the rules, order book mechanics, and functionality of the relevant exchange or execution venue.

Further details regarding order types, including their specific functionality and execution mechanics, may be made available through the Platform or other client communications.

3.4.6 Costs and Commissions

The Company may incorporate commissions, fees, or markups/markdowns into pricing or apply them separately. For opening positions on some Product or financial instruments, a commission or an overnight financing fee might be applied. Clients may be required to pay commission or financing costs, if applicable, for opening positions in certain types of Product or financial instruments. We may apply a markup or a markdown to the prices we get from our price providers. The fees and commissions shall be available in the contract specifications on the trading Platform:

- i. Commissions may be charged either in the form of a percentage of the overall value of the trade or as a fixed amount; and
- ii. The value of positions opened in certain types of Product or financial instruments is increased or reduced by an overnight financing fee "swap" throughout the life of the contract. Financing fees are based on prevailing market interest rates, which may vary over time.

A commission or other income created from the Client's trade may be shared with third parties through third-party introductions or partnership agreements with linked companies. In such cases, the party in question is obliged to disclose this to the Client.

In respect of ETS, charges may include all applicable commissions, custody-related charges, execution fees, and third-party costs imposed by Regulated Providers or execution venues, and which shall be borne by the Client.

3.4.7 Market Hours

If you place an Order through our trading platform outside of market hours, that Order will not be executed until the market reopens. We quote some markets outside of typical trading hours, which are referred to as "grey markets." While every effort is taken to maintain consistency in pricing and spreads in these scenarios, this may not always be practicable during particularly volatile periods or periods of illiquidity in corresponding markets.

In respect of ETS, trading hours are determined by the relevant exchange or execution venue.

3.4.8 Market Execution

With a market Order the Client instructs us to execute a trade of a certain size as promptly as possible at the prevailing market price. We are required to execute market Orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to execute a Client's Order, the Order will most likely be exposed to the risk of execution at a different price from the price when the Order was entered (i.e., slippage). Market Orders in the Mobile/Web Trader are subject to a slippage limitation as described below.

In respect of ETS, market Orders are executed in accordance with exchange order book conditions and available liquidity.

3.4.9 **Slippage**

Slippage may occur when trading in Product or financial instruments. At the time of Order submission, the quoted Price may no longer be available, resulting in execution with a price different from the one requested by the Client. Slippage is the variance between the expected and actual execution price. Slippage is common in CFD trading, particularly during periods of low liquidity or high volatility (e.g., news releases, economic events, or market openings), which may prevent execution at the specified Price. This applies to all account types and can affect Stop Loss, Take Profit, and other Order types. While we cannot guarantee execution at the quoted Price, we strive to execute Orders at the next best available price based on the Client's specified price.

In respect of ETS, Slippage may also occur due to market conditions, order book depth, and execution timing.

4. **EXECUTION VENUES**

- 4.1 For the Product or financial instruments offered by the Company, the Company acts as principal, and it is the sole Execution Venue for the execution of the Client's Orders. Any open Orders with the Company can only be closed with the Company. This means that you will be dealing with us and not the underlying market.
- 4.2 The Client acknowledges that the transactions entered into with the Company for the Product or financial instrument offered by the Company are undertaken through the trading Platform of the Company. The Orders will be executed on an 'over the counter' basis rather than on a regulated market or a multilateral trading facility, and the Client is exposed to a greater risk of a possible default of the counterparty (i.e., the Company). The Company reserves the right to decline the execution of an Order, or to change the opening or closing price of an Order in case of any technical failure of the trading Platform, quote feed, or any other unforeseen event. The terms and conditions and trading rules are established solely by the Company (which is the counterparty).
- 4.3 In respect of ETS, Orders are not executed on an OTC basis. Orders are transmitted to Regulated Providers, brokers, or execution venues for execution on the relevant exchange or market. The Company acts solely as agent in such Transactions and does not act as principal or counterparty. Execution outcomes are subject to the rules of the relevant exchange, market conditions, and the availability of liquidity.

5. **NO ADDITIONAL DUTY**

- 5.1 The Company's commitment to provide best execution does not mean that it owes the Client any other responsibilities over and above the specific regulatory obligations placed upon the Company or as may be otherwise contracted between the Client and the Company.

6. **MONITORING AND REVIEW**

- 6.1 The Company monitors the effectiveness of our Order execution policy on an ongoing basis. In respect of OTC Products (including CFDs), this includes assessing the quality and reliability of price feeds, liquidity providers, and hedging venues relied upon for pricing and risk management, and determining whether such arrangements enable the Company to consistently achieve best execution.

- 6.2 In respect of ETS, the Company assesses execution quality, the performance of Regulated Providers, execution venues, and routing arrangements to ensure that the best possible result is consistently achieved for Clients.
- 6.3 Furthermore, the Company shall also review its Order execution arrangements, including pricing methodologies, execution venues, and third-party providers, and Order execution policies regularly whenever a material change occurs either in respect of one of the chosen pricing venues or otherwise that affects its ability to continue to achieve best execution.
- 6.4 Should there be any material changes to the Company's Order execution arrangements or Order execution policy, it shall notify its Clients of such changes.

7. DISCLAIMER AND LIMITATION OF LIABILITY

- 7.1 Before transacting with the Company, the Client must familiarize themselves with the Company's products and services and actively seek clarification if questions arise.
- 7.2 The Client agrees to indemnify the Company against any liability stemming from their lack of information or misunderstandings.
- 7.3 The Client recognizes the inherent risks in trading Product or financial instruments. Although this Policy highlights certain risks, it does not fully detail all risks tied to Orders, transactions, or trading on the Company's Platforms.
- 7.4 The Company will use commercially reasonable efforts to achieve the best possible outcome for your Order, considering factors such as price, costs, speed, likelihood of execution and settlement, size, nature, and other relevant details, in accordance with this Policy and Applicable Law.
- 7.5 No guarantees are provided regarding the acceptance, execution, speed, timing, or price of your Order. Variations in execution speed, timing, pricing, and outcome may occur among users trading the same Product or financial instrument due to factors including Order type, market volatility, and latency.
- 7.6 This Policy does not create any obligation on the Company beyond those imposed under the Client Agreement. The listed execution criteria are not exhaustive, nor ranked by importance, and different variables may apply to our execution strategy based on the Product or financial instrument, Order type, and prevailing market conditions.

8. REVIEW

- 8.1 The Policy shall be reviewed annually or where there has been any material change that could impact on the parameters of best execution.