***Order Execution Policy***

CONTENT




**Mento Markets (Mauritius) Ltd.**
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## 1. INTRODUCTION

1.1. This Order Execution Policy (the 'Policy') is provided alongside the Client Agreement of Mento Markets (Mauritius) Ltd. ('we', 'us', 'our', the 'Company', as appropriate) and contains further information about our services and the order-execution activities you may carry out with us.

1.2. By agreeing to the terms of our 'Client Agreement' you are also agreeing to the terms of this Policy, which forms part of the Client Agreement. For your benefit and protection, please ensure you take sufficient time to read this and any other additional documentation and information available to you via the Mento Markets Website, prior to opening an account and/or carrying out any activity with us. You should contact us if you require any further clarification or seek independent professional advice (if necessary).

1.3. For any capitalised term, which has not been defined in the Policy, please refer to Schedule A ('Glossary') of the 'Client Agreement'.

1.4. This Policy contains references to the Mento Markets Website, which has detailed information on the different account types and trading conditions offered to Clients depending on the jurisdictions where they reside. Please ensure that you have reviewed and understood the features and specifications of the account type of your choice before you start trading. The information on the Mento Markets Website will be the most up-to-date. In the event of a difference between the information in this Policy and the information on the Mento Markets Website, the latter will prevail.

## 2. EXECUTION ELEMENTS

2.1. Price: we receive price feeds from some of the world's leading liquidity and data providers ('LPs'). Having multiple LPs is important especially during abnormal market conditions, such as times of extreme volatility, when some LPs may decide to widen the spreads or stop quoting prices at all. Having multiple LPs enables us to provide you with competitive prices, as the remaining LPs shall continue competing to provide us their best 'bid' and 'ask' prices.

2.2. Re-quoting: this is the practice of providing a secondary quote after an 'instant order' has been submitted. The Client must agree to this quote before the order is executed. We will re-quote 'instant orders' if the requested price originally specified by the Client is not available. The secondary quote provided to the Client is the current market price received by us from third party LPs. We do not re-quote 'pending orders'.

2.3. Slippage: this is the difference between the executed price and the order price at the time the order is submitted for execution. Slippage is a normal and expected cost of trading, particularly for orders of larger size and during times of thin liquidity and/or volatile markets. Further information on slippage data is available on the Mento Markets Website.

2.4. Partial fills: this is the practice of executing an order in parts, at a time where there is not enough liquidity in the market, in order to fill the complete order at a specific price. Partial fills may be executed at different prices.

2.5. Mark-up: clients shall be charged a mark-up on spread when trading CFDs through MT5. Further information for the different account types is available on the Mento Markets Website and in Appendix II of the Policy.

2.6. Trade Rejection: trades submitted on the prices considered by the system as old are automatically rejected. Clients may contact the Mento Markets Dealing Department and place the order over the phone, if the prices remain valid.

## 3. ORDER TYPES FOR METATRADER 5 (MT5)

3.1. Market Order: this is an order to buy or sell a specified volume/quantity at the current market price that is available. The system automatically aggregates the volume received from third party LPs and executes the 'market order' at VWAP; that is the weighted average execution price for a given trade based upon multi-tiered levels of liquidity, with each tier having a corresponding price and volume.

3.2. Pending Orders (See also Appendix I):

**Stop Orders:** this is an order to buy or sell once the price reaches a pre-set stop level (the 'stop price'). Once this order is triggered it is treated as a 'market order'. If the 'stop order' is not triggered it shall remain in the system until a later date, subject to the conditions described in the "Good 'til cancelled" section. 'Stop orders' must be placed a minimum number of pips away from the available market price at the time of placing the order so that these are valid.

**Limit Orders:** this is an order to buy or sell once the price of an instrument reaches a pre-set level (the 'limit price'). It is used to enter trades at a pre-set level, rather than at the available market price at the time. Once the market reaches the 'limit price', the 'limit order' is triggered and executed at the requested limit price or better.

**Stop-Limit Order:** Stop-limit order is an order that combines the features of stop order with those of a limit order. A stop-limit order will be triggered at a specified price (or better) after a given stop price has been reached or passed. Once the stop price is reached, the stop-limit order becomes a limit order to buy (or sell) at the limit price or better.

**Stop Loss:** this is a 'stop order' to control and minimise losses. It is used to close an open position when the price of the instrument has moved contrary to the expected direction, reaching a pre-set level.

**Take Profit:** this is a ‘limit order’ to secure profits. It is used to close an open position when the price of the instrument has moved in the expected direction, reaching a pre-set target level.

**Good 'til Cancelled ('GTC'):** this is an execution setting that Clients may apply to 'pending orders'. The order shall remain 'live' and pending for execution until it is triggered and treated as a market order or cancelled by the Client. Please note that GTC may become redundant in cases where a CFD on futures reaches its maturity/expiry date.

**Good 'til Date ('GTD'):** this is an execution setting that applies to 'pending orders' traded through MetaTrader 5. Clients may choose a specific date in the future until which the order shall remain 'live' and pending for execution. If the order is not triggered during the pre-set timeframe, it will be deleted by the system. Please note that GTD may become redundant in cases where a CFD on futures reaches its maturity/expiry date and the date specified is after the maturity date.

Pending order Modification/Cancellation: the Client may modify/cancel a 'pending order' if the market did not reach the price previously specified by the Client. An order will be cancelled in the event of any of the following:

a) If a Client manually cancels an order prior to the market reaching the price level specified; or

b) If a Client places an expiration timeframe and it is reached.

c) If an order is triggered and there is not enough free margin in the account, the order will be deleted.

**Pending Order Deletion:** Mento Markets reserves the right to delete any ‘pending orders’ from the system not triggered within a period of three (3) months from the date the order was entered into the system.

Further details can be found in Appendix II.

**Note:** We execute most orders automatically, with minimal manual intervention. In addition to the provisions referred to in the 'Events Outside our Control' section of the 'Client Agreement', we may execute any order, regardless of type, manually without notifying Clients in advance. This may occur in instances where we experience, for example, increased market volatility, illiquidity and infrequent price updates, an order of significant size (i.e. an order size that we consider to be significant), as well as times where the system identifies abusive trading behaviour and/or trades from multiple Client profiles bearing the same characteristics (i.e. same software, symbol, time and price requested).

## 4. MARGIN AND LEVERAGE

4.1. For margin calculation purposes, the leverage level used will be the lower between the Account and the symbol traded. This applies to all our trading platforms.

4.2. Any changes made to your leverage on an Account that is already traded can immediately affect your open positions and may result in a stop-out.

4.3. MetaTrader 5, if the Margin Level falls to 10% or below, we reserve the right to initiate the closure of positions, starting with the position incurring the highest loss (in absolute value). If the Margin Level drops to 0% MetaTrader 5 will automatically close pending orders, beginning with the order requiring the highest margin. Orders with no margin reserved will not be cancelled. If the Margin Level remains at 0% or below, the server will proceed to close the position with the largest loss.

This process will continue for subsequent applicable positions until the Margin Level exceeds 0%.

## 5. NEGATIVE BALANCE PROTECTION

5.1. We offer negative balance protection (the 'NBP') for all Clients. This means that Client losses will not exceed Client account balances.

5.2. In the unlikely event that a client sees a negative figure in his account as a result, for instance, of a market gap, we will credit the Client's account to return his balance to zero.

## 6. CORPORATE ACTIONS

6.1. Dividends:

a) Clients holding long positions on the applicable share and/or spot index at the ex-div date will receive a dividend in the form of a cash adjustment (deposit, paid into their trading account).
b) Clients holding short positions on the applicable share and/or spot index at the ex-div date will be charged the dividend amount in the form of a cash adjustment (withdrawal, deducted from their trading account).
c) We reserve the right to increase margin requirements prior to the release of a dividend.
d) Stocks may be offered as a dividend. The dividend amount will be calculated using the share price to determine the cash adjustment (see Fractional Share Adjustments).

6.2. Fractional Share Adjustments: in the event the corporate action results in a fractional position, the fractional component may be represented as a cash adjustment independent of the handling for the non-fractional position. The adjustment value will equal the fractional position times the adjusted closing price on the day prior to the ex-date.

6.3. Other Corporate Actions (including, but not limited to Stock Splits and Rights Issue): an appropriate adjustment on the Client's position will be made to mirror the economic impact of a corporate action.

6.4. Earnings Announcements: we will increase margin requirements and limit maximum exposure on the relevant symbols prior to earnings announcements.

6.5. De-listing: in the event of a share being de-listed, the Client's position will be closed at the last market price traded.

6.6. For certain corporate actions which are not mentioned in this section, including, but not limited to Mergers, Acquisitions (together commonly referred to as 'M&A') and Leveraged Buyouts ('LBO'), we reserve the right to:

a) increase margin requirements;
b) suspend or halt trading in the relevant instrument;
c) limit the maximum exposure (order size) to the relevant instrument;
d) close the positions in the event that the relevant instrument is no longer trading on the relevant exchange;
e) take any other action as we deem necessary in the given circumstances.

## 7. BEST EXECUTION

7.1. We will take all sufficient steps to obtain the best possible result for our Clients, taking into account the price, costs, speed of execution, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order. The best possible result is determined on the basis of the total consideration representing the price and the costs associated with the execution, which include all expenses incurred by the Client, which are directly related to the execution of the order.

7.2. It should be noted that if the Client provide us with specific instructions on how to execute his order(s), complying with those instructions may prevent us from taking the steps set out in the Policy. Under such circumstances, our execution in accordance with Client's instructions will be deemed best execution.

7.3. **Price:** Price is the most important factor for ensuring best execution. We will provide you with live streaming prices, also called 'Quotes', for the various financial instruments through our trading platforms, as received from our LPs plus mark-up (where applicable).

For each instrument, Mento Markets receives price streams from multiple LPs and through its price aggregation engine detects and quotes the best available Bid and Ask quote to the trading platforms. Please note that the prices you will see on the Mento Markets trading platforms may differ from the prices you may see on other trading/ charting platforms.

e) Bid-Ask Spread: For any given financial instrument, we quote two prices: the higher price (Ask), at which the Client can buy (go long) a financial instrument, and the lower price (Bid) at which the Client can sell (go short); collectively referred to as the Mento Markets's prices. The difference between the Bid and the Ask price of a given financial instrument is the spread, which includes the mark-up for MetaTrader 5.

f) Pending Orders: Orders such as 'Buy Limit', 'Buy Stop' and 'Stop Loss'/ 'Take Profit' for open short positions are executed at the Ask price. Orders such as 'Sell Limit', 'Sell Stop' and 'Stop Loss'/ 'Take Profit' for open long positions are executed at the Bid price.

g) Our price for a given financial instrument is calculated by referencing the price of the relevant underlying asset, which is obtained from third-party liquidity and data providers. We update our prices as frequently as the limitations of technology and communication links allow. We will not quote any price outside of our operational hours (see execution venues below).

h) Mento Markets, will at all times, subject to events outside of our control, transmit bid and ask prices through the trading platforms. Mento Markets shall, at its discretion, determine the prices that are executable, and which appear through the platforms. The Client accepts that Mento Markets is solely responsible for determining the validity of these prices at any given time and in some instances may issue a re-quote (see instant execution above).

7.4. **Costs:** Execution venue costs are not relevant factor as Mento Markets is always the ultimate execution venue and there are not third-party fees such as clearing, or settlement fees involved in the execution of your orders.

7.5. **Speed of Execution:** We place a significant importance in this factor when executing Client orders and to this end we maintain high speed connections through multiple servers hosted globally. Our execution is fully automated apart from minimal manual execution. However, the use of any form of unstable connection at the Client's end, whether wireless or dial-up, may result in poor or interrupted connectivity which may cause delays in the transmission of data between the Client and us.

7.6. **Likelihood of Execution:** We rely on third-party LPs for prices and available volume of the different financial instruments we offer. Therefore, the execution of Client's orders will depend on whether there are prices and liquidity available at the time these orders are received. By having multiple LPs, we enhance the likelihood of execution across the instruments we offer. This availability may be subject to variation, especially during abnormal market conditions, such as:

1. During market opening times;
2. During times of market news and events;
3. During periods of significant volatility;
4. Where there is a rapid price movement of a particular instrument, to such extent that under the rules of a relevant exchange, trading on said instrument is suspended or restricted;
5. Where there is insufficient liquidity for the execution of a specific volume at a specific declared price.
6. Where Mento Markets internal risk limits no longer permit the acceptance of any further orders on a specific instrument;

7.7. **Likelihood of Settlement:** All transactions are settled upon execution. This factor is not relevant for us as Mento Markets are always the execution venue.

## 8. OTHER EXECUTION CONSIDERATIONS

8.1. **Currency Valuation:** We may provide a currency conversion quote from your account's base currency to the currency of the relevant financial instrument. This will not be reflected as an actual currency conversion in your account, but only serves the purpose of indicating the valuation in the base currency.

8.2. **Size of Order:** The minimum and maximum size of an order for each instrument is available in the trading platforms and the Mento Markets Website. We may change these limits from time to time, and we reserve the right to decline an order as per our 'Client Agreement'. We will make every effort to fill orders irrespective of the volumes. This however may be achieved at the 'best available price' as per the available market liquidity at the time of execution (see 'Likelihood of Execution').

8.3. We reserve the right to place a cap on the number of contracts and/or a limit on the total net position value per profile, for a given instrument. Where this occurs, we will make all possible efforts within reason to provide clients with prior notice.

8.4. **Negative instrument prices:** For financial instruments that are eligible to trade at negative prices (such as CFDs on Oil futures), we will proceed to close all trades at zero price. Note that we may also take additional actions at any given time such as:

- change margin requirements without prior notice and/or
- disable trading or
- allow 'close only' (applicable if you have any open trades).

8.5. **Market On Open ("MOO") Orders:** A Market on Open ("MOO") Order is a pending order placed by the Client during closed market hours, instructing the Company to automatically open a CFD position at the first available tick immediately following relevant market opens. MOO Pending Orders may only be placed when the relevant market is closed, via the Company's Trading Platform or other designated channels.

Upon market opening, the MOO Order will be executed at the first available tick, without any Client-specified price limit or further Client intervention. Unlike Stop or Limit Orders, MOO does not require the Client to specify an execution price and are intended to achieve execution at the first available tick following the opening of the relevant market.

The execution price of a MOO Order may differ materially from the previous market closing price, indicative or pre-market prices, or prices displayed at the time the MOO Order was placed due to market gaps, volatility, reduced liquidity, wider spreads or other market conditions prevailing at the opening of the relevant market. As CFDs are leveraged products, such execution may result in immediate losses and may trigger margin calls, stop-outs or automatic position closures in accordance with the Company's margin requirements.

MOO Orders may not be modified once they are submitted for execution. Requests to cancel MOO Orders close to the opening of the relevant market may not be processed due to system constraints, liquidity provider requirements or execution timing. Depending on the prevailing market conditions and available liquidity, MOO Orders may be partially executed, delayed or not executed.

Due to the nature of MOO Orders, execution at the first available tick following the opening of the relevant market may take priority over obtaining a more favourable execution price. Where the opening of the relevant market is delayed, suspended or disrupted, where market conditions are not representative of an orderly market, or where there is insufficient liquidity, the Company may, at its discretion, delay, reject, partially fill or cancel a MOO Order in accordance with its execution arrangements and risk management procedures.

The Company may, at its discretion, restrict, suspend or disable MOO Orders for specific Clients, instruments, markets or periods where such action is necessary for risk management purposes, due to market conditions or to comply with applicable laws and regulatory requirements.

For the purposes of MOO Orders, "market opening" refers to the opening of the trading session designated by the Company for the relevant instrument, as displayed on the Company's Trading Platform. Where an instrument trades across multiple trading sessions, a MOO Order will be executed at the first available tick following the opening of the designated trading session only.

## 9. EXECUTION VENUES

9.1. For the purposes of orders for the financial instruments we provide, we act as principal at all times and not as agent. This means that you are always trading directly with us. We operate on a matched-principal basis by matching all Client trades with Mento Markets, which is our sole Execution Venue. Although we may transmit your orders for execution to third party LPs, contractually, Mento Markets (Mauritius) Ltd. is the sole counterparty to your trades and the execution of all orders is done in our name.

9.2. Full details of the trading conditions, including trading hours for each instrument are available through the trading platforms and on the Mento Markets Website. Holidays will be announced through the internal mail of the trading terminal supplied by us.

## 10. MONITORING AND REVIEW

10.1. We have procedures and processes in place to analyse the quality of the execution, as well as to monitor for best execution. We measure and monitor the competitiveness of our prices and the speed of our execution against other major competitors. We also monitor the symmetry of slippage and requotes.

10.2. Mento Markets's compliance department and internal audit perform additional independent reviews of the above processes and provide assurance as to their effectiveness. These reviews and assessments are conducted on a regular basis and at least annually. Where necessary, they provide recommendations for improvements, which are then implemented with the aim of keeping the quality of execution to the highest standards. In instances where a material change to our execution arrangements and policy occurs, we will notify the clients of such change.

## 11. IMPORTANT INFORMATION

11.1. Specific leverage limits or restrictions on the instruments available may apply in accordance with applicable legislation and Mento Markets's policies.

11.2. Hedging is permitted on the MT5 platform. Where a Client opens a second position on the same instrument, the second position will be treated as a new, independent position. For example, if you have an open BUY position in EURUSD of 2 lots, and then you SELL 1 lot in EURUSD, both positions will remain open. You will have two separate positions: a BUY position in EURUSD of 2 lots and a SELL position in EURUSD of 1 lot. Each position will have its own open Profit/Loss until closed

11.3. CFDs are not eligible for sale or distribution in certain jurisdictions or countries. This Policy is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including, but not limited to the United States of America. Equally, this Policy does not constitute an offer, invitation or solicitation to buy or sell leveraged products. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Policy is not intended to constitute the sole basis for the evaluation of any Client's decision to trade leveraged products.

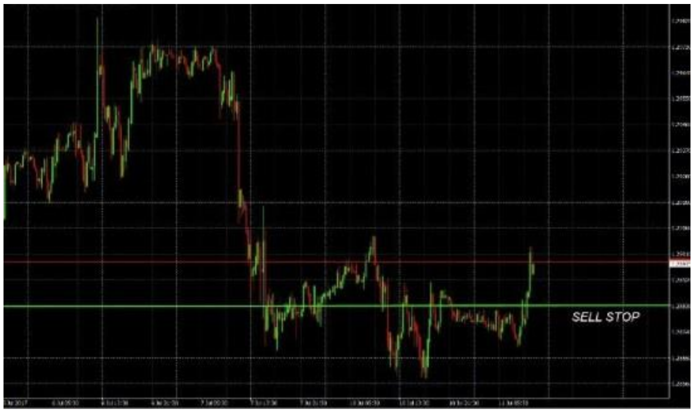
## 12. FAQs AND CONTACT INFORMATION

12.1. Questions regarding this Policy should be addressed, in first instance, to our Customer Support Department. You may contact our Customer Support Department via e-mail at support@mentomarkets.com, or via phone on the numbers you will find on the contact section of the Mento Markets Website.

## APPENDIX I

1. Buy Stop: this is an order to buy a specific quantity of the underlying instrument with the triggering price ('the stop price') being higher than the current market price (upon triggering the order becomes Market Order).


**Sell Stop:** this is an order to sell a specific quantity of the underlying instrument with the triggering price ('the stop price') being lower than the current market price (upon triggering the order becomes Market Order).

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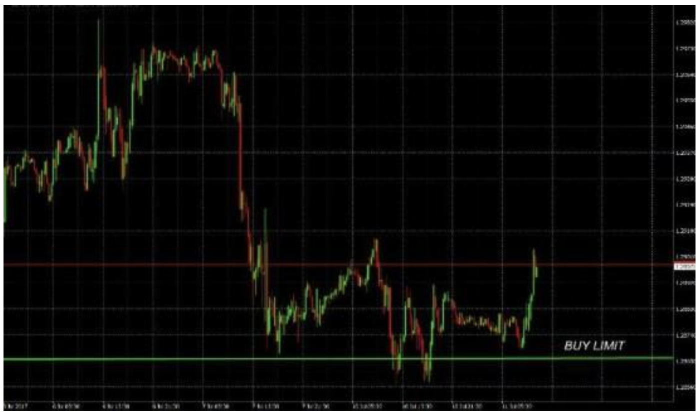
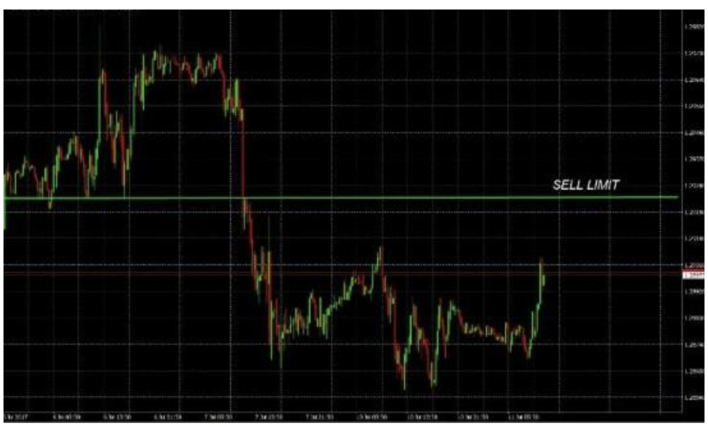
2. **Buy Limit:** this is an order to buy an instrument at a specified price ('the limit price') that is lower than the current market price (can only be executed at declared or better price).




**Sell Limit:** this is an order to sell an instrument at a specified price ('the limit price') that is higher than the current market price (can only be executed at declared or better price).




3. **Stop Loss:** this is an order that may be attached to an already open position or a pending position to exit the trade at a specified price ('the stop loss price'). A 'stop loss' may be used to minimise losses, upon triggering it becomes a market order and can be executed at declared, better or worse price.

4. **Take Profit:** this is an order that may be attached to an already open position or a pending position to exit the trade at a specified price ('the take profit price'). A 'take profit' may be used to secure profits and can only be executed at declared or better price.



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## APPENDIX II

| | | |
|---|---|---|
| | | **MetaTrader 5** |
| **INSTANT/ MARKET ORDER(S)** | | |
| | Execution: | Market Order |
| | Requoting: | No |
| | Slippage: | Yes |
| | Partial fills: | Yes |
| | Level restrictions on 'stop & limit' orders: | Yes |
| | Commission: | N/A |
| | Mark-up: | Yes |
| **PENDING ORDER(S)** | **STOP ORDERS*** | |
| | Execution: | Market Order |
| | Requoting: | N/A |
| | Slippage: | (i) Yes (positive, or negative); or<br>(ii) No slippage |
| | Partial fills: | Yes |
| | Level restrictions on 'stop & limit' orders: | Yes |
| | Commission: | N/A |
| | Mark-up: | Yes |
| | **LIMIT ORDERS**** | |
| | Execution: | Limit Order |
| | Requoting: | N/A |
| | Slippage: | (i) Yes (positive); or<br>(ii) No slippage |
| | Partial fills: | Yes |
| | Level restrictions on 'stop & limit' orders: | Yes |
| | Commission: | N/A |
| | Mark-up: | Yes |