SAFEGUARDING OF CLIENTS' ASSETS POLICY

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[PUBLIC DOCUMENT]

Exclusive Change Capital Ltd is incorporated under the laws of Cyprus, with registration no. HE 337858, regulated by CySEC under license no. 330/17

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1. GENERAL

Exclusive Change Capital (hereinafter the 'Company' or 'EXCA') is an investment firm incorporated and registered under the laws of the Republic of Cyprus, with registration number HE 337858. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter the 'CySEC') under the license number 330/17.

2. POLICY

Clients' funds are segregated completely from the operational funds of the Company and kept in top-tier banks. As per the relevant legislation, the Company is prohibited from using Clients' funds in its operations or any other investment, while it should always ensure segregation and protection.

The Company, follows inter alia, the following steps to ensure that the Clients' funds are safeguarded, protected, and secured:

- Always maintains segregated Client accounts and may distinguish funds which belong to the Clients from those that belong to the Company.
- Maintains its records and accounts in a way that ensures their accuracy, and in particular their correspondence to the financial instruments and funds held for Clients.
- Perform daily reconciliations between the Company's operational funds and Clients' funds.
- Perform daily reconciliations of all Client funds balances held in financial institutions/ payment processors and the balances of the Clients in the Company's Meta trader and/or other trading platforms, as utilized by the Company's clients from time to time. EXCA reserves the right to carry out such reconciliations and transfers more frequently, should EXCA reasonably consider that this is necessary to protect EXCA's or a Client's interests.
- Introduces adequate organizational arrangements to minimize the risk of the loss or diminution of Clients' assets, or of rights in connection with those assets, because of misuse of the assets, fraud, poor administration, inadequate recordkeeping, or negligence.
- Employs adequate arrangements to ensure Clients' assets and ownership rights in the event of the Company's insolvency.
- The Company exercises all due skill, care and diligence in the selection of the institutions it holds Client funds with and carries out periodic assessments of the arrangements and procedures followed by the aforesaid institutions.

3. INFORMATION REQUIREMENTS CONCERNING SAFEGUARDING OF CLIENTS FINANCAIL INSTRUMENTS OR FUNDS

- The Company may pass money received from the Client to a third party (e.g., a bank, a market, intermediate broker, OTC counterparty) to hold or control to affect a transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g., initial margin requirement) in

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respect of a Transaction. The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client.

- The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

- The Company may hold Client money on the Client's behalf outside the EEA. The legal and regulatory regime applying to any such bank or person will be different from that of Cyprus and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, the Client money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Cyprus. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this paragraph.

- The Company may deposit Client money with third parties who may have a security interest, lien or right of set-off in relation to that money. The Company might agree to security interests, liens, or rights of set-off over Client assets only where this is required by the applicable law in a third country. In case the Company enters into agreements that create such security interests, liens, or rights of set-off, shall disclose that information to Clients indicating the risks associated to those arrangements. Where security interests, liens, or rights of set-off are granted by the Company over Client financial instruments or funds, or where the Company has been informed that they are granted, they shall be recorded in the Client contract/ agreement and the Company's own accounts to make the ownership status of Client assets clear, such as in the event of an insolvency.

- A Bank or Broker through whom the Company deals could have interest's contrary to the Client's Interests.

4. CLIENTS MONEY

- Relevant Amounts held in the Trading Account ("Segregated Funds") are segregated by EXCA and held in accordance with Applicable Regulations.
- EXCA may hold Client Money and the money of other clients in the same bank account (Omnibus account), according to Applicable Regulations.
- EXCA shall not be obliged to pay interest to the Client on any funds which EXCA holds. The Client waives all rights to interest.
- EXCA will promptly place any funds held on the Client's behalf into a Segregated Account (subject to and according to applicable legislation).

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- If the trading account cannot be credited automatically, the appropriate application will be fulfilled within 2 working days since the client's notice on crediting the trading account is received.
- All such payments shall be made without any deduction and are free and clear of and without deduction for Taxes, except to the extent that the Client is required by law to make payment subject to Taxes.
- The Company holds no responsibility for the result of trading operations on the Client's account, in case there are any delays in depositing this account. The Client is solely responsible for any financial loss risks arising from possible delays in depositing funds to the Client's trading account.
- In the event when the trading account is credited in any currency other than the one in which the trading account is denominated in, such funds will be credited to the trading account based on an internal/external exchange rate adopted by the Company at the date of deposit.
- When withdrawing funds from the trading account, the Client is charged with all costs for funds transfer, as the case may be.
- The Company has the right to refuse the Client's request for withdrawal if the Client uses the same payment system for withdrawal and depositing, but with different bank details.
- Clients may find additional information alongside the risks of specific type of instruments in the Risk and Disclosure document available in the Company's website.
- The Company undertakes to take all expedient actions to preclude any illegal financial operations and money laundering with the employment of the Company's resources.

5. REGULAR RECONSILIATION OF BALANCES OF REGISTERED SECURITIES

- Reconciliation of balances of securities/funds is implemented by inspecting the number of securities/funds registered on Client accounts compared to the number of securities/funds registered in custody/accounts locations. If discrepancies are identified, the Company takes measures to identify the reasons behind such discrepancies and their elimination.
- In cases when the aforementioned procedures and measures cannot ensure identification, prevention and management of the risks of clashes of interests, the Company either refuses to enter into respective transactions or, where confidentiality issues permit, will disclose detailed information about the nature and/or source of a conflict of interests to the Client or a potential client so that the Client or potential client could take a reasonable decision whether he/she is willing to cooperate with the Company.

6. THIRD PARTY PAYMENTS

- If the Company becomes aware that funds have been paid or delivered to the Company by a third party, other than by the Client, the Company reserves the right to refuse such payment or delivery.

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- In case the Company becomes aware that funds have been paid or delivered to the company by a third party, other than by the Client, the transferred funds will be refunded back to the same payment details from where they have been paid.
- The Client will be charged with all costs for the refund transaction.
- The Company doesn't compensate any losses that occur due to compulsory closing of positions on the client's account.
- Anonymous bank cards are not allowed to be used. In case an Anonymous bank card was used for deposit, the Client needs to prove the ownership of the following bank card. In case the ownership will not be provided, the refund(s) of the deposited funds will occur back to the payment details from where they have been paid.

7. AMENDMENT OF THE POLICY AND ADDITIONAL INFORMATION

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate and/or at least annually. Should you require any further information and/or have any questions about this policy - please direct your request and/or questions to compliance@excaprime.com.

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