FAIR TRADING AND ABUSIVE PRACTICES POLICY

VENOR MARKETS

WEBSITE AND CRM FAIR-TRADING POLICY

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IMPORTANT: Read this document with the prevailing Client or Partner Agreement and the current schedules displayed through Venor's approved channels.

1. Purpose

This Toxic Trading and Abusive Trading Practices Policy explain the standards that apply when using Venor Markets accounts, trading platforms, prices, liquidity, promotions and related services. Its purpose is to protect clients, Venor Markets, liquidity and payment relationships, and the integrity and orderly operation of the trading environment.

This Policy forms part of the contractual terms governing each account. It should be read together with the Client Agreement, Trading Conditions, Order Execution Policy, Privacy Policy, Complaints Policy and any product- or promotion-specific terms displayed on the Venor Markets website or trading platform.

2. Scope

This Policy applies to every client, beneficial owner, authorised representative and person who accesses funds, controls or trades through an account. It applies to all registrations, accounts, orders, transactions, communications, deposits, withdrawals, referrals, rebates, promotions, devices, connections, algorithms and trading strategies used in connection with Venor Markets services.

Where mandatory law or regulation provides greater protection to a client, that law or regulation prevails to the extent of any inconsistency.

3. Meaning of Toxic Trading

“Toxic Trading” means dishonest, manipulative, abusive, fraudulent or improper conduct that is intended, designed or reasonably likely to exploit an identifiable pricing, execution, system, account, payment, promotion or operational defect; create a false or misleading appearance; interfere with fair and orderly execution; circumvent applicable controls; or obtain a benefit to which the person is not genuinely entitled.

A trading strategy is not Toxic Trading merely because it is successful, uses technology, places frequent orders, holds positions for a short period, trades volatile markets, or differs from the strategies used by other clients.

4. Permitted Trading Activities

Subject to the Client Agreement, the Trading Conditions, applicable law, account specifications and technical limits, Venor Markets generally permits:

- Manual trading and discretionary trading decisions.
- Algorithmic trading and Expert Advisors operate within supported platform and connection limits.
- Scalping, day trading, swing trading and position trading.
- Hedging where the account types, product and applicable law permit it.
- Trading during news announcements, market openings and volatile periods.
- Use of a virtual private server, approved API, charting tool or trade-management software.
- Legitimate arbitrage based on independent market analysis, provided it does not exploit a manifest pricing error, stale quote, platform defect or unauthorised access.

5. Prohibited Toxic and Abusive Trading Practices

5.1 Manifest pricing errors and stale-price exploitation

A client must not knowingly exploit an obvious, material or objectively identifiable error in a displayed price, spread, symbol setting, contract specification, conversion rate, swap, commission, margin requirement or execution result. Prohibited conduct may include repeatedly trading a quote that the client knows, or reasonably should know, is materially stale, duplicated, misconfigured or inconsistent with the relevant underlying market.

A price difference, positive slippage or rapid execution is not automatically a manifest error. Venor Markets will consider the relevant market, available liquidity, time stamps, system status, executable reference prices and the circumstances of the transaction.

5.2 Platform, bridge, feed or system exploitation

A client must not knowingly exploit a malfunction, outage, delay, disconnection, duplicate message, server error, bridge error, liquidity-provider error, incorrect contract setting, calculation defect or other technical condition to obtain an improper advantage. A client must not continue or coordinate such activity after becoming aware of the defect or after receiving a notice from Venor Markets.

5.3 Latency abuse

Latency abuse means deliberately using a known or reasonably apparent delay between an executable external market price and a Venor Markets price or execution channel in order to obtain fills that would not reasonably have been available in a properly functioning environment. Ordinary fast trading, low-latency technology, scalping or trading shortly after a price movement does not, without additional evidence, establish latency abuse.

5.4 Manipulative or disruptive orders

A client must not submit, modify or cancel orders with the purpose of misleading other market participants, creating a false appearance of supply, demand, price or activity, disrupting systems or execution, improperly influencing a reference price, or facilitating unlawful market manipulation. This includes spoofing, layering, wash activity, circular activity, quote stuffing and other conduct prohibited by applicable law.

5.5 Collusion and coordinated account activity

A client must not coordinate accounts, persons, devices, payment methods, trading instructions or opposite positions to conceal common control, manufacture trading activity, transfer value improperly, bypass restrictions, manipulate prices or execution, or obtain rebates, promotions, commissions or other benefits improperly. Legitimate household, corporate, managed-account or copy-trading relationships must be disclosed where required and are assessed on their facts.

5.6 Identity, access and account-control abuse

- Opening or operating an account using false, stolen, incomplete or misleading identity or ownership information.
- Allowing an unauthorised person to control or access an account.
- Using another person’s payment method without lawful authority.
- Creating or controlling multiple accounts to evade eligibility, exposure, product, leverage, promotion, partner or other restrictions.
- Circumventing suspension, closure, geographic restrictions, security controls or verification requirements.
- Account takeover, credential theft, impersonation or fraudulent use of an account.

5.7 Promotion, rebate and commission abuse

A client must not create artificial, offsetting, circular or uneconomic activity principally to obtain a bonus, credit, rebate, cashback, partner commission, CPA payment or other benefit contrary to its stated purpose or eligibility conditions. Prohibited conduct includes bonus farming, concealed self-referral, fabricated referrals, duplicate attribution, churning, coordinated qualification and deposit-withdrawal cycling intended to extract an improper benefit.

5.8 Payment and withdrawal abuse

A client must not use fraudulent or unauthorised payment instruments, coordinate chargebacks, disguise third-party funding, provide false payment information, structure transactions to evade controls, or use trading accounts primarily to transfer or launder funds. Withdrawal and payment reviews may also be conducted under Venor Markets financial-crime and security procedures.

5.9 Unauthorised technology and interference

- Introducing malicious code or attempting to compromise a platform, account, server, API or network.
- Bypassing rate limits, authentication, access permissions or security controls.
- Generating traffic or order messages intended to overload, degrade or disrupt a service.
- Scraping, reverse engineering or accessing systems by a method not permitted by the applicable terms or law.
- Manipulating device, network, referral or tracking information to conceal identity, control or attribution.

6. Monitoring and Detection

Venor Markets may monitor and analyse relevant registration, account, order, execution, pricing, liquidity, device, session, network, communication, payment, withdrawal, referral, promotion and partner-attribution data where permitted by law and described in the Privacy Policy.

Automated indicators, alerts and risk scores may be used to identify activity for review. An alert or score is not, by itself, a final determination that Toxic Trading occurred. Material adverse decisions are subject to authorised human review.

7. Review and Investigation Process

When Venor Markets identifies a credible concern, it may review the affected activity. The review may include:

- Reconstructing the order and execution lifecycle.
- Comparing displayed, requested and executed prices with relevant market and liquidity information.
- Reviewing platform, bridge, server, symbol, routing and incident records.
- Reviewing account, device, network, funding, withdrawal and referral links.
- Requesting a reasonable explanation, documents, source files or information about account control, strategy or technology.
- Considering evidence that supports and evidence that contradicts the concern.
- Determining whether a Venor Markets, platform, liquidity-provider, payment-provider or market incident explains the activity.

A client must respond accurately and within the reasonable period stated in the request. A failure to cooperate may affect Venor Markets' ability to continue providing services but is not automatically conclusive proof of Toxic Trading.

8. Temporary Protective Measures

Where reasonably necessary to protect a client, Venor Markets, other clients, payment systems, liquidity arrangements or market integrity while a review is conducted, Venor Markets may apply a proportionate temporary measure permitted by the Client Agreement and applicable law. A measure may include enhanced verification, review of a withdrawal, limitation of a specific service, restriction of new orders, reduction of permitted order size, suspension of a promotion or other targeted control.

A temporary measure is not a final finding. Venor Markets will review the measure and remove or vary it when it is no longer reasonably justified. Open positions, margin and withdrawals remain subject to the Client Agreement, applicable law and any lawful financial-crime, sanctions, fraud or security restriction.

9. Findings and Possible Actions

Depending on the facts, seriousness, contractual basis and applicable law, Venor Markets may:

- Close the review without adverse action and remove temporary measures.
- Provide education, a warning or enhanced monitoring.
- Require additional verification or impose a prospective service restriction.
- Reject or cancel a pending instruction where permitted by the Client Agreement.
- Correct a duplicate or erroneous entry or a transaction affected by a proven manifest error.
- Reverse a bonus, rebate, promotion or partner-linked benefit where its specific terms and the evidence permit.
- Restrict or terminate an account or service in accordance with the Client Agreement.
- Recover a debt or loss caused by fraud or a material contractual breach, where legally permitted.
- Report or provide information to a regulator, authority, payment provider, liquidity provider or law-enforcement body where required or permitted.

Venor Markets will not cancel, amend or reprice a trade merely because it was profitable. Any trade correction must identify the affected transaction, the applicable contractual or legal basis, the relevant error or improper conduct, and a reasonable calculation of the correction.

10. Trade Corrections and Manifest Errors

Where a transaction is proven to result from a manifest pricing or execution error, Venor Markets may take the action permitted by the Client Agreement and applicable law. This may include correcting the price, cancelling the erroneous transaction, restoring the account to the position that would reasonably have existed without the error, or making another fair correction.

Venor Markets will seek to apply corrections consistently and will consider both client-favourable and client-adverse errors. Corrections will be limited to affected transactions and will not be used as a general power to remove legitimate trading profits.

11. Notice and Reasons

Where permitted by law, Venor Markets will notify the client of a material restriction, trade correction, benefit reversal or account decision. The notice will ordinarily identify the action, its effective time, the general reason, the affected account or transactions, and the available review or complaint route.

Venor Markets may limit information where disclosure would breach law, prejudice an investigation, reveal confidential security or surveillance methods, disclose another person's information, waive legal privilege or constitute prohibited tipping-off.

12. Client Review and Complaints

A client who disagrees with a decision may request a review by contacting Venor Markets through the complaint or support channel published on the website. The request should identify the account, disputed decision and relevant facts and should include any supporting information.

Where practicable, a person who was not responsible for the original material decision will conduct the review. Venor Markets may confirm, vary, reverse or remit the decision for further investigation. Any statutory, regulatory, ombudsman or court rights available to the client are not limited by this Policy.

13. Relationship with Other Policies

This Policy does not replace Venor Markets' obligations concerning client money, order execution, complaints, privacy, cybersecurity, fraud prevention, anti-money laundering, sanctions or market-abuse reporting. Those obligations may require separate controls, confidentiality or reporting.

14. Changes to this Policy

Venor Markets may amend this Policy from time to time. Material changes will take effect in accordance with the Client Agreement and applicable law. The current version will be published on the Venor Markets website with its last-updated date.

15. Contact

Questions, information requested during a review, or complaints concerning this Policy should be submitted through the official support and complaints channels displayed on the Venor Markets website. Clients should not send passwords, one-time codes or private keys.

This controlled revision is issued by Venor Ltd, incorporated in Saint Lucia with registration number 2026-00242, trading as Venor Markets. Its classification is PUBLIC WEBSITE + CRM. Where an earlier statement in this document conflicts with this alignment section or a later expressly incorporated schedule, the later controlled provision applies from its stated effective time.

Contracting entity and status

Venor Markets is a trading name of Venor Ltd, incorporated in Saint Lucia with registration number 2026-00242. Incorporation is not, by itself, a representation that Venor Ltd is licensed or supervised as a forex or CFD broker in every country. Services are offered only where Venor determines they may lawfully and operationally be made available. No document may imply authorisation by a regulator unless the applicable entity, licence and jurisdiction are expressly identified.

Current account architecture

Standard and Pro are Venor's main public account types. They are designed around different trading experience, knowledge, service and pricing preferences; no client is treated as less important because of account choice. Venor Ultra is a private, request-only account. It is not available through ordinary self-selection and requires commercial, risk, compliance and eligibility approval together with an individual account schedule.

All spreads are floating. Leverage, margin, commissions, instruments, sessions, order sizes and other conditions may vary by account, symbol, jurisdiction, equity, exposure, liquidity, technology and market conditions. The prevailing platform and approved contract specification apply at the relevant time.

Jurisdictional eligibility and truthful information

Eligibility is governed by the current Restricted Countries and Jurisdictions List and the Restricted Jurisdictions and Client Eligibility Policy. A country's omission from the list does not guarantee acceptance. Venor may update the list when legal, sanctions, regulatory, payment, liquidity, technology or risk conditions change and will publish the current version through an approved channel.

- Applicants, clients, beneficial owners, authorised users and payment providers must provide complete, accurate and current information about identity, residence, tax residence, location, ownership, control and source of funds.
- A person must not use a VPN, proxy, remote desktop, location-spoofing service, nominee, third-party identity, altered document, false address, concealed tax residence or payment arrangement to evade eligibility or verification controls.
- Venor may compare submitted information with device, network, telephone, payment, wallet, banking, corporate, beneficial-ownership and other reliable records and may request further evidence at onboarding or during the relationship.
- Where a material discrepancy or possible circumvention is identified, Venor may reject an application, restrict deposits or new orders, apply close-only status, delay processing of the affected withdrawal while lawful verification is completed, require positions to be closed, report where required, or terminate the relationship.
- Any restriction or hold must relate to a genuine verification, legal, sanctions, fraud, chargeback, security or contractual concern; be reviewed without unreasonable delay; and be lifted, narrowed or resolved when the relevant concern is addressed.
- On termination, Venor may deduct only amounts lawfully due, reverse invalid credits or transactions where contractually permitted, and return the verified net balance to an approved source or destination, subject to legal restraints and necessary checks.
- Nothing in these provisions excludes liability or client rights that cannot lawfully be excluded. The client may use the applicable complaint and review process.

Electronic acceptance, records and precedence

CRM acceptance records should retain the document identifier and version, acceptance timestamp, user/account identifier, entity, jurisdiction, language, IP/device evidence where lawfully collected, and a deliverable copy or durable retrieval link. If a public summary conflicts with a contractual document, the contractual document and its incorporated current schedules prevail, subject to applicable law and non-waivable rights.