BREX
CAPITAL

TRADING & COMPLIANCE POLICY

Version 3.0 | 13 July 2026 | Confidential

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BREX CAPITAL — TRADING & COMPLIANCE POLICY (Version 3.0) Effective: 13 July 2026

Brex Capital LLC (Registration No. 457 LLC 2020) · trading as **Brex Capital** · Union of the Comoros, Autonomous Island of Mwali (Mohéli) · MISA Licence No. T2023349 Domain: brexcapital.com · Compliance contact: compliance@brexcapital.com · Dispute body: The Financial Commission (FinCom) — www.financialcommission.org · Governing law: Union of the Comoros

Document type	**Trading & Compliance Policy — client-facing binding rulebook (Document B of the consolidated Brex Capital legal suite)**
Version / Effective	3.0 · 13 July 2026 (supersedes all prior Trading Policy and Trading Compliance Policy versions)
Review schedule	Annual — next review due July 2027
Applies to	All clients, Introducing Brokers, Strategy Providers, Followers, and any third party accessing Brex Capital trading platforms
Related documents	Client Agreement (Document A) · AML/CTF & Sanctions Policy (Document C) · Risk Disclosure (Document E)
Precedence	This Policy is incorporated by reference into, and is subordinate to, the Client Agreement (A). In any conflict between this Policy and the Client Agreement, the Client Agreement prevails. This Policy governs the detail of trading conduct and compliance procedure that the Client Agreement does not itself set out.

Important notice. By opening or maintaining an account, or acting as an Introducing Broker, you irrevocably agree to be bound by this Policy in its entirety. Brex Capital reserves the right to void trades, claw back profits at any time during the client relationship, impose Investigation and Penalty Fees, prohibit further account registration, restrict or terminate accounts, and take any other action described herein where activity violates this Policy. Ignorance of this Policy is not a defence; continued use constitutes binding acceptance.

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PART I — TRADING CONDUCT

1. Interpretation & Precedence

1.1 This Policy is read together with the Client Agreement (A), the AML/CTF & Sanctions Policy (C), and the Risk Disclosure (E). Where this Policy cross-refers to another document, that document's current published version governs.

1.2 Internal references in this Policy use the form "§n" (this document) or "Document A/C/E §n" (a sibling document). All internal cross-references have been verified to resolve within this document as published.

1.3 Headings are for convenience only and do not affect interpretation. "Including" and "such as" are illustrative, not exhaustive, unless stated otherwise.

2. Definitions

Defined terms are capitalised throughout this Policy.

Term	Meaning
Brex Capital / Company / We	Brex Capital LLC, and its associated platforms and personnel.
Client / You	Any natural person or legal entity holding a live trading account with Brex Capital.
Trading Platform	MetaTrader 5 (MT5), the Brex Capital Social Trading platform, and any other interface Brex Capital provides.
Business Day	Any day other than Saturday or Sunday on which Brex Capital's compliance department is open, excluding gazetted public holidays in Brex Capital's primary jurisdiction.

Term	Meaning
Prohibited Practice	Any strategy, behaviour, or action listed in §5.
Illicit Profit	Any profit derived from a Prohibited Practice, directly or indirectly.
NBP	Negative Balance Protection — a facility limiting a client's losses to their account balance, subject to §3.3.
EA / Expert Advisor	Any automated trading system, algorithm, robot, or script on the Trading Platform.
Black Box System	An EA or automated system whose trading logic cannot be reviewed or disclosed.
AI Analysis Software	Any software, machine-learning, or AI tool that analyses Brex Capital pricing, latency, server response, or platform behaviour to generate trading signals or execution decisions.
Introducing Broker (IB)	Any person or entity introducing clients to Brex Capital under a registered partnership agreement.
Intermediary / Related Party	Any IB, signal provider, Strategy Provider, family member, business associate, or other person who introduces, advises, or is associated with a client.
Social Trading / Copy Trading	Any arrangement by which one account (Follower) automatically replicates the trades of another (Strategy Provider).
Strategy Provider	A Client whose trades are replicated by one or more Follower accounts.

Term	Meaning
Related Person	Any person acting in concert with a client — family members, business associates, or members of any trading group or signal community.
Force Majeure Event	Any event beyond Brex Capital's reasonable control — war, terrorism, natural disaster, regulatory action, exchange closure, infrastructure failure, or system error.
Manifest Error	A price deviating more than 0.5% from the prevailing real market price for FX majors, or more than 1% for other instruments, caused by system, feed, or human error.
Set-Off	Brex Capital's right to apply profits from one account against losses or outstanding amounts on any other account of the Client or a Related Person, per §6.4.
Perpetual Claw Back Right	Brex Capital's right to recover any Illicit Profit at any time during the client relationship, without time-bar, even after withdrawal, per §6.4.
Investigation Fee	A fee recovering Brex Capital's reasonable costs of investigating a confirmed Prohibited Practice; payable on demand, deductible from the account.
Penalty Fee	A penalty equal to or greater than the client's benefit from the Prohibited Practice; additional to profit voidance; deductible from the client's or a Related Person's account.

Term	Meaning
Manual Quotation Mode (Tier 1.5)	An enforcement state where the client loses streaming, instantly tradable quotes; all orders require Brex Capital's prior manual approval before execution.
Illiquid Period	Any period of materially reduced liquidity as defined in §3.6.

Term	Meaning
New Account Registration Prohibition	Brex Capital's right to permanently bar a client found to have engaged in a Tier 2 or Tier 3 Prohibited Practice from opening any further account, including under a different identity; any such account is terminated and its funds/profits confiscated.
Inactive Account	An account with no trading, deposit, or withdrawal for the periods in §6.6.
PEP	Politically Exposed Person — an individual who is, or has been, entrusted with a prominent public function, or who is a close associate or family member of such a person.
Beneficial Owner	Any natural person who ultimately owns or controls 25% or more of a corporate client, or on whose behalf a transaction is conducted.
SAR	Suspicious Activity Report filed with a competent authority.
EDD	Enhanced Due Diligence — additional verification and monitoring applied to higher-risk clients or relationships.

3. General Trading Conditions

3.1 Permitted Trading

Brex Capital welcomes all legitimate trading based on genuine analysis, research, risk management, or strategy — including scalping (subject to §3.5), day, swing, and long-term position trading, hedging for genuine risk management, and Expert Advisors for legitimate automated strategies (subject to §5(E)).

3.2 Execution Policy — Slippage Thresholds

Brex Capital executes at the best available price at the time of execution and does not guarantee execution at the requested price. Maximum expected slippage thresholds by instrument and condition:

Instrument category	Normal	News / high volatility	Force Majeure
Major FX (EUR/USD, GBP/USD, USD/JPY)	0–3 pips	0–10 pips	No limit
Minor FX pairs	0–5 pips	0–15 pips	No limit
Gold (XAU/USD)	0–50 cents	0–$10.00	No limit
Oil (XTIUSD, XBRUSD)	0–5 cents	0–20 cents	No limit
Indices (NAS100, US30, SPX500)	0–2 points	0–10 points	No limit
Cryptocurrency CFDs	0–0.5%	0–2.0%	No limit

Slippage-compensation claims are handled under §10.

3.3 Negative Balance Protection (NBP)

Trading losses on a live account will not normally exceed the account balance. Qualifications:

(a) NBP is a courtesy risk-management facility, not a guaranteed entitlement, and may be modified, suspended, or withdrawn at Brex Capital's sole discretion. **(b)** NBP may be suspended for any account reasonably determined to have been designed to exploit NBP as a profit mechanism (§5(C)). **(c)** Where NBP abuse is confirmed, Brex Capital may recover the full market loss — including losses beyond the balance — by Set-Off across the client's and any Related Person's accounts (§6.4). **(d)** Where NBP is triggered more than three (3) times in any rolling 30-day period, it is automatically suspended pending compliance review, in addition to any action under §5/§6.

3.4 Leverage

(a) Maximum leverage ratios are set per instrument category and published on the Brex Capital website. **(b)** Brex Capital may reduce leverage on any account at any time, without notice, where unusual patterns are detected. **(c)** Using maximum leverage with NBP as a deliberate strategy to eliminate downside risk is a Prohibited Practice under §5(J). **(d)** Sustained leverage above 1:500 combined with a position size exceeding three (3)× the client's 30-day average triggers an automatic leverage cap of 1:100 for a minimum of fourteen (14) days pending review.

3.5 Hold-Time Framework (Consolidated — Canonical Statement)

The following hold-time thresholds apply **concurrently and independently**. A single trade may engage several at once, and satisfying one threshold does not waive another; the aggregate effect determines final treatment.

Threshold	Consequence	Governing provision
Under 20 seconds	Trade remains valid but is excluded from rebates, commissions, and volume-based incentives. This affects promotional/rebate calculation only — not trade validity or execution.	§3.5(a)
Under 2 minutes	IB commission on that trade is withheld or clawed back per-trade, irrespective of lot volume, P&L outcome, instrument, or close mechanism (client, stop-out, or otherwise).	§11.4(a)
Under 3 minutes (per trade)	Trade remains valid but may be subject to compliance review; Brex Capital may adjust or cancel profits found abusive on the totality of the evidence. This is a review trigger, not an automatic penalty.	§3.5(b)

Threshold	Consequence	Governing provision
60% of executed trades, rolling 30-day portfolio	At least 60% of a client's executed transactions in any rolling 30-day period must be held for a minimum continuous 3 minutes (execution to closure, per Brex Capital's MT5 server). Falling below this threshold escalates under the anti-HFT framework (§5(H)) and Churning (§5(G)).	§3.5(c)

(a) Minimum Holding Time for Rebate Eligibility. Trades closed in under 20 seconds remain valid but are not eligible for rebates, commissions, or volume-based incentives.

(b) Per-Trade Review Standard. All positions should be held a minimum of 3 minutes (180 seconds) from execution. A trade closed in under 3 minutes is not automatically void; it may be excluded from promotions/rebates/volume rewards and its profit may be adjusted or cancelled where Brex Capital's review finds it abusive under §5. Applies to all account types unless otherwise specified.

(c) 60% Rolling Portfolio Standard — Anti-HFT. Assessed on a rolling 30-day basis; partial periods pro-rata. Accounts below the 60% requirement are reviewed under §5(H) (Hyperactivity) and §5(G) (Churning) and may face restrictions including leverage reduction, instrument limits, and Manual

Quotation Mode (§6). EAs consistently generating sub-3-minute holds are also subject to the §5(E) Black Box / EA bad-faith provisions.

(d) Exemptions (apply to (b) and (c)): positions closed by margin call/stop-out; by a Force Majeure Event; on a Brex Capital compliance instruction; or genuine hedging positions notified in advance to compliance@brexcapital.com. Repeated non-compliance escalates to Tier 2.

Worked example. A 90-second trade closed in profit: remains rebate-eligible (over the 20-second threshold in (a)); generates no IB commission (under the 2-minute threshold — §11.4(a)); and is subject to compliance review (under the 3-minute threshold — (b)). All three consequences apply simultaneously and independently.

3.6 Illiquid Period Trading Standard

(a) Designated Illiquid Periods: the first 15 minutes after session open; the final 15 minutes before session close; weekend gaps and the first 30 minutes of Monday open; the 5 minutes immediately before and after major scheduled announcements; and any period Brex Capital designates. **(b) Volume limit:** positions opened during an Illiquid Period are capped at two (2)× the client's 30-day average size for that instrument; excess is flagged under §5(N). **(c)** Any client trading predominantly (more than 60% of 30-day executed volume) in Illiquid Periods is treated as News Exploitation (§5(N)) or Price Gap Exploitation (§5(F)) and subject to Tier 2.

3.7 One Account Per Person

Each natural person may hold ONE live account. **(a)** Multiple-account identification uses Client ID (CID), device fingerprint, IP, deposit method, and behavioural analysis; shared identifiers let Brex Capital treat all such orders as one client's. **(b) Family exception:** each adult in a household may apply individually, with separate proof of address, a separate independent funding source, and compliance-officer review, at Brex Capital's sole discretion. **(c)**

Breach is Multi-Account Abuse (§5(K)) and may trigger the New Account Registration Prohibition (§6).

4. Monitoring, Detection & Consent

4.1 Client Consent to Monitoring

By opening and maintaining an account, the client explicitly consents to the following monitoring, conducted solely for compliance, fraud prevention, and this Policy's enforcement:

Monitoring type	Purpose
IP-address logging	Geographic pattern analysis, account linking, sanctions screening.
Device fingerprinting & device-ID tracking	Multi-account, identity-fraud, and coordinated-trading detection.
Client ID (CID) cross-referencing	Account linking across the client's holdings.
MT5 account-ID monitoring	Cross-account and multi-account abuse detection.
Trade-pattern analysis	Hold times, entry timing, execution quality, position size; Prohibited-Practice detection.
Order-submission-frequency / EA monitoring	Hyperactivity, order-rate, and Expert Advisor compliance.
Deposit/withdrawal-pattern monitoring	AML, third-party-deposit detection.
Behavioural ML/AI detection	Automated systems, AI Analysis Software, latency-arbitrage / quote-error patterns.

Monitoring type	Purpose
Cross-account correlation	Coordinated rings, signal-group abuse, Strategy-Provider amplification.

Monitoring data is handled under Brex Capital's Privacy Policy and applicable law, including the Thailand PDPA, and retained per §13.

4.2 Evidence Standard

Brex Capital may act on a Prohibited-Practice finding based on pattern analysis and a reasonable, good-faith determination; it is not required to prove intent. The presence of a pattern consistent with a Prohibited Practice is sufficient basis for enforcement. Evidence gathered under §4.1 may be used in internal investigations, FinCom proceedings, any legal or regulatory proceeding, and debt-recovery actions.

4.3 Information Requests

Brex Capital may request additional information at any time. Failure to respond within 5 Business Days is itself a Prohibited Practice and may result in immediate account restriction. Requests may include EA-strategy disclosure, signal-source identification, explanation of unusual patterns, and identity verification for linked accounts.

4.4 Same-IP / Same-Device Treatment

Where two or more accounts share an IP address, device fingerprint, or MT5 Terminal ID, Brex Capital may treat all their orders as one client's — aggregating volume for §5(G) (Churning), §5(R) (Wash Trading), and §5(S) (Coordinated Trading) detection; applying Set-Off across all linked accounts where any one engaged in a Prohibited Practice; and imposing identical §6 enforcement across all linked accounts. This aggregation rule operates together with the Set-Off scope in §6.4, preventing coordinated rings from escaping enforcement across multiple real-identity accounts.

5. Prohibited Practices (A–X)

The following are strictly prohibited. The list is not exhaustive — see §5(X). Where a practice is confirmed, Brex Capital applies the §6 enforcement actions. **Unless stated otherwise, the Perpetual Claw Back Right applies to every practice below.**

(A) Latency Arbitrage. Def. Exploiting the delay between real market moves and Brex Capital's platform price updates via external data feeds, co-located servers, or any faster-price technology. Examples: using a faster feed to predict Brex Capital's next update and trading before it; software comparing Brex Capital quotes to faster feeds; consistently entering in the price-move direction fractions of a second before updates. Detection: consistent positive slippage, execution faster than platform average, external feeds, sub-3-minute holds. Consequence: profits void and removed; account may be restricted, placed in Manual Quotation Mode, or terminated.

(B) Price-Feed & Manifest Errors. Def. Executing on any price not reflecting the genuine prevailing market — from system errors, feed failures, or glitches. A Manifest Error deviates as defined in §2. Examples: trading on a visibly wrong price (e.g., Gold at $1,800 when the real price is $2,900); repeatedly trading after platform anomalies; large positions during known feed disruption. Detection: fills deviating beyond the Manifest-Error threshold; trades during known disruptions. Consequence: such trades are void and cancelled regardless of client knowledge or intent — an absolute rule; belief the price was valid is no defence.

(C) Risk-Free Trading & NBP Abuse. Def. Any strategy designed to generate risk-free or near-risk-free profit at Brex Capital's expense by exploiting NBP — maximum leverage with NBP-capped losses; holding opposing positions at another broker to eliminate market risk; or any arrangement with positive expected profit and no genuine market risk. Examples: a $100 deposit on a $50,000+ notional gold position accepting only a $100 NBP-capped loss with unlimited upside; buying EUR/USD at Brex Capital while selling it at another broker; repeated large leveraged positions with no stop-loss using NBP as the risk ceiling. Detection: maximum-leverage patterns, repeated NBP triggers (three or more in 30 days), simultaneous opposing exposure, asymmetric win/loss patterns. Consequence: NBP withdrawn; Brex Capital may recover the full market loss, apply Set-Off across Related Persons, impose a Penalty Fee at least equal to the Illicit Profit, and void all risk-free profits.

(D) Internal & Cross-Account Hedging. Def. Simultaneous opposing positions (same instrument, size, time) across accounts controlled by the same person or Related Persons, to generate artificial volume, earn IB rebates on zero-risk trades, or create a misleading record. Examples: Account A buys 10 lots EUR/USD while Account B sells 10 lots (net zero, 20 lots of "volume"); cross-hedging across family accounts for bonus-qualifying volume; opposing positions within one account to trigger a volume reward. Detection: CID/device linking; opposing positions within a 60-second window across linked accounts; cross-broker hedging via deposit/withdrawal and behavioural correlation. Consequence: profits void; bonuses/commissions clawed back from client and IB; accounts may be terminated; Penalty Fee equal to the IB commission earned.

(E) EA Bad Faith, Black Box Systems & AI Analysis Software. Def. Using any EA, Black Box System, AI Analysis Software, or automated tool that: (i) is designed to exploit Brex Capital platform mechanics, latency, or price- feed structure; (ii) is a Black Box that cannot be disclosed on request; (iii) submits orders straining server infrastructure; (iv) uses ML/AI directed at Brex Capital pricing or execution; or (v) gives a systematic advantage over Brex Capital. Examples: an EA placing orders ahead of anticipated price updates; an EA refusing to disclose logic on request; an EA submitting more than 30 orders per minute per pair; an ML model trained on Brex Capital's quote stream; AI fingerprinting Brex Capital's liquidity providers. Detection: order rate, execution quality versus market, exploitation-consistent performance, disclosure compliance, behavioural ML on order flow. Consequence: non- compliant EAs disabled without notice; exploitation profits void; refusal to disclose logic within 5 Business Days results in immediate restriction; Penalty Fee may equal the Illicit Profit. Disclosure: all EA/AI users must disclose strategy category and system source on request. AI prohibition: any AI/ML/automated analytical software directed at Brex Capital pricing, latency, or platform behaviour is expressly prohibited, whether off-the-shelf or bespoke.

(F) Price Gap Exploitation. Def. Opening abnormally large positions immediately before a scheduled closure (weekend, holiday, or session close) to profit from reopening gaps. "Abnormally large" means more than 5× the client's 30-day average for that instrument. Examples: maximum gold exposure on a Friday ahead of a weekend with event risk, using NBP to cap the gap downside; large index positions before earnings during closure; systematic large positions before every weekend close in gap-prone instruments. Detection: position-size spikes in the 2 hours before scheduled closures; more than 5× the 30-day average is flagged. Consequence: positions may be reduced to the 30-day average size, closed at Brex Capital's discretion, or gap profits voided; Penalty Fee may apply.

(G) Churning, Volume Inflation & Third-Party Commission Abuse. Def. Excessive-frequency or excessive- volume trading without genuine intent — to generate IB rebates, hit bonus-volume thresholds, inflate a PAMM/Social-Trading record, reach a reward tier via artificial volume, or generate third-party commission for any Intermediary/Related Party. Identified by very short holds, near-zero net directional exposure, and volume disproportionate to P&L. Examples: opening and closing a EUR/USD buy and sell simultaneously 100 times in a session (zero P&L, 100 lots of "volume"); coordinating with an IB to push it into a higher tier; inflating a Social- Trading account's history to attract Followers. Detection: more than 30% of positions closed within 60 seconds; net directional exposure under 5% of gross volume; IB volume spikes versus client history; client-P&L-to-IB- rebate ratio.

Consequence: churning profits void; IB commissions clawed back from client and IB; accounts may be suspended; Penalty Fee equal to the IB commission earned.

(H) Hyperactivity & Server Overloading. Def. Submitting orders, modifications, or cancellations at a rate exceeding normal thresholds, straining servers, slowing execution for others, or creating a congestion window the client then exploits. Examples: 1,000+ orders per minute via automation; repeatedly placing and cancelling large orders to create feed congestion; a high-frequency algorithm exceeding 30 order events per minute per instrument. Detection: more than 30 order events per minute per instrument is flagged; more than 100 per minute across instruments triggers automatic suspension. Consequence: Brex Capital may disable such accounts without notice (and is not liable for losses during suspension); profits void; Investigation and Penalty Fees may apply. Reinstatement after 30 days requires full EA-logic disclosure.

(I) Off-Market Price Execution. Def. Executing, or attempting to execute, at prices unrepresentative of the genuine market — stale quotes, feed disruption, platform errors — regardless of client awareness. Examples: trading on a non-updated price during feed disruption; executing at a price available for less than 1 second due to an anomaly; software detecting stale quotes and ordering before the update. Detection: fills outside the instrument's normal spread; executions during known disruptions. Consequence: such trades are void regardless of cause or knowledge; belief the price was valid is no defence; Brex Capital's determination is final, subject only to FinCom review.

(J) Leverage Abuse & Systematic NBP Exploitation. Def. Using maximum or near-maximum leverage specifically to exploit NBP — an asymmetric position where potential profit is very large and loss is artificially capped by NBP. Leverage above 1:100 with NBP as the de-facto stop-loss, together with repeated NBP activation, indicates this practice. Examples: triggering NBP more than 3 times in 30 days on maximum-leverage positions; systematic 1:400+ positions with no stop-loss relying on NBP; average leveraged notional exceeding 200× account equity with NBP the only protection. Detection: NBP-trigger frequency, leverage utilisation, stop- loss history, correlation between NBP triggers and large profits. Consequence: maximum leverage reduced to 1:50; NBP withdrawn on future positions; prior Leverage-Abuse profits reviewable and voidable; Penalty Fee may apply.

(K) Multi-Account Abuse. Def. Opening or maintaining more than one live account without prior written approval (§3.7) — claiming bonuses under multiple identities, circumventing restrictions via a new account, splitting activity to evade monitoring thresholds, or holding opposing positions across accounts. Examples: a latency-arbitrage- banned client opening a new account on a spouse's documents; 5 accounts under family names for 5 welcome bonuses; splitting high-frequency trading across accounts to stay under the 30-orders-per-minute threshold. Detection: device fingerprinting, IP cross-referencing, deposit-method correlation, behavioural matching; §4.4 applies. Consequence: all identified accounts suspended; profits across accounts may be reduced; New Account Registration Prohibition applies; Penalty Fee may apply.

(L) Internal Transfer Abuse & Wallet Manipulation. Def. Deliberately transferring funds out of a trading account (to a Brex Capital Wallet or elsewhere) immediately before opening a highly leveraged position, to reduce the amount at NBP risk while keeping maximum position size. Examples: depositing $10,000, moving $9,800 to the Wallet, then opening a maximum-leverage gold position — an NBP-capped loss of only $200 while $9,800 stays safe; reducing balance to margin minimum before a large position; systematically moving funds to reduce the NBP threshold before event trades. Detection: outbound transfers within 60 minutes before an NBP-triggering or more- than-5×-average position. Consequence: funds moved within 60 minutes before an NBP/Leverage-Abuse position may be treated as part of the balance for loss recovery; NBP withdrawn where funds were moved to manipulate the threshold; Penalty Fee may apply.

(M) Copy Trading Abuse & Social Trading Violations. Def. Misuse of Social Trading — Circular Copying (accounts copying each other in a closed loop); Restriction Bypass (copy trading to continue a banned or restricted strategy); Volume Inflation (a Strategy Provider amplifying volume across Followers for IB rebates); Misleading Track Record (inflating history via artificial trading). Examples: Account A copies Account B and B copies A — both earn fees with no real analysis; a banned client setting up a new account to copy the banned account's signals; a Strategy Provider using 50 Followers to push an IB into a higher tier. Detection: mutual- copying arrangements, Strategy Providers linked to banned accounts, Follower volume versus provider history, performance-fee patterns on short histories. Consequence: circular copying terminated immediately; restriction bypass terminates both accounts; prohibited performance fees clawed back; inflated copy-volume IB commissions reviewed. Strategy Providers must disclose strategy category on request within 5 Business Days. See also §12.

(N) News Exploitation & Scheduled-Volatility Abuse. Def. Abnormally large positions timed around major scheduled announcements or central-bank decisions to exploit abnormal spreads, gaps, or execution issues. A pattern of consistent profitability from news-timed positions at sizes unrelated to normal history triggers review regardless of stated intent. Examples: 50 lots EUR/USD (versus a 2-lot average) within 2 minutes of a US Non- Farm Payrolls release; consistent maximum positions before FOMC/ECB/BOE decisions with short holds; a pattern where 90%+ of profits come from positions opened within 5 minutes of announcements. Detection: position-size spikes within 5 minutes before/after NFP, FOMC, CPI, ECB, BOE, BOJ, RBA, RBNZ, SNB; more than 5× the 30-day average is flagged. Consequence: confirmed News-Exploitation profits are voidable; pre- announcement sizes may be reduced; repeat offenders face restrictions including Manual Quotation Mode.

(O) Quote Manipulation, Spoofing & Layering. Def. Artificially influencing Brex Capital quotes through deceptive order placement — Spoofing (large orders creating false depth, cancelled before execution) and Layering (multiple orders at different levels simulating false liquidity, cancelled after exploiting the move). Examples: a 100-lot buy order to push EUR/USD up, then cancelling and selling at the elevated price; 20 buy orders at different levels to simulate demand, then selling into the manufactured rally; any pattern where large orders are cancelled within 5 seconds more than 30% of the time. Detection: cancellation rates above 30% within 5 seconds, large orders that never execute, per-account price-impact patterns. Consequence: illegal in most regulated jurisdictions and a Prohibited Practice here; all profits void; Brex Capital may report confirmed cases to regulators and FinCom; Penalty Fee may apply.

(P) Bonus & Promotion Abuse (including Intermediaries/Related Parties). Def. Obtaining or retaining any bonus, promotion, rebate, or loyalty reward via false registration, multiple identities, artificial volume, or any method circumventing the promotion's genuine intent — applies to all current and future promotions regardless of name. Examples: 5 accounts under different names for 5 welcome bonuses; bonus volume generated via internal hedging; a contest prize using a third-party-funded account; an IB instructing clients to claim a bonus and trade artificial volume to qualify for a tier. Detection: new bonus-claiming accounts sharing IP/device/payment with existing ones; artificial-volume patterns; bonus-qualifying activity followed by immediate withdrawal. Consequence: abused bonuses forfeited; profits from abusive bonus funds void; accounts terminated; IB commissions on bonus-abuse volume clawed back from client and IB; Penalty Fee may apply. Intermediary/Related-Party participation is prohibited unless a promotion's terms expressly permit it. Bonus-fund withdrawal is separately subject to §9.3.

(Q) Platform Abuse, Software Exploitation & Reverse Engineering. Def. Knowingly exploiting any bug, error, or unintended behaviour;

reverse-engineering, or attempting to reverse-engineer, the platform, pricing engine, or execution logic; using any spider, virus, worm, trojan, time-bomb, or other code to distort, delete, damage, or disassemble Brex Capital systems; or intercepting or modifying communications not intended for the client. Examples: exploiting an incorrect margin display; trading through a pricing bug without reporting it; scripting to scan and exploit pricing anomalies; reverse-engineering the MT5 API for execution-timing advantage; deploying malicious code. Detection: executions outside normal spread, disproportionate win rates during anomalies, unexplained profit spikes, forensic indications of tampering. Consequence: profits void; accounts exploiting known bugs terminated; reverse engineering or code injection may result in criminal referral; Investigation and Penalty Fees apply. Duty to report: discovered errors must be reported promptly to compliance@brexcapital.com; prompt good-faith reporting is a positive factor and avoids adverse action.

(R) Wash Trading & Artificial Volume Generation. Def. Trades with no real net position change and no genuine market risk, undertaken to generate artificial volume — prohibited in all contexts: bonus qualification, IB rebate tiers, PAMM/Social-Trading history, and contest volume. Examples: buying 10 lots and selling 10 lots of EUR/USD simultaneously on the same or linked accounts (net zero, 20 lots of "volume"); circular trades with an IB to generate commission volume; a PAMM manager wash-trading to build a marketing record. Detection: net directional exposure under 5% of gross volume; near-zero P&L variance versus volume; IB-affiliated accounts inconsistent with client profile. Consequence: wash volume excluded from all volume calculations; profits void; IB rebates on wash volume clawed back; accounts and IB relationships may be terminated; Penalty Fee may apply.

(S) Coordinated Trading & Signal-Ring Abuse. Def. Two or more people acting in concert across accounts to eliminate market risk at Brex Capital's expense, generate artificial volume, or manipulate Brex Capital quotes via simultaneous large orders. Examples: a 200-trader group buying Gold on one signal —

aggregate volume moves Brex Capital's price, benefiting early fills at the expense of later ones and Brex Capital's spread; a fund manager placing identical trades across 50 client accounts without a proper PAMM structure; two traders coordinating opposing positions (see §5(D)). Detection: correlated entry times (same instrument/direction within 30 seconds), coordinated deposit timing, shared IP/device. Consequence: coordinated profits exploiting Brex Capital pricing are void; Set-Off across all involved accounts including Related Persons; Penalty Fee may apply.

(T) Identity Fraud & Multi-Identity Abuse. Def. Opening or operating any account using a false identity, another person's documents, a family member's or colleague's identity for an extra account, or any means concealing the true operator — including letting another person operate an account without written approval, opening accounts after a ban under a different identity, and operating for sanctioned individuals via proxy identities. Examples: a new account on a spouse's passport after a permanent ban; using a partner's documents for an extra welcome bonus; operating for a sanctioned individual while presenting as owner. Detection: cross-referencing applications by device, IP, phone, address, deposit method, and biometric document analysis. Consequence: permanent ban of all linked accounts; all profits forfeited; Brex Capital may report to law enforcement and regulators; New Account Registration Prohibition applies.

(U) Unauthorized Third-Party Account Access. Def. Sharing platform credentials (username, password, or investor password) with any third party, or letting any signal service, account manager, EA provider, or other person control an account without Brex Capital's written authorisation. Authorised exceptions: Brex Capital's official Social Trading platform and registered PAMM arrangements only. Examples: giving an "account manager" your MT5 login outside the PAMM system; sharing an investor password with a signal service; letting a friend access your account "to monitor it." Detection: logins from unfamiliar devices/locations, pattern changes after a new-device login, multiple simultaneous login locations. Consequence: the account holder is fully responsible for all activity regardless of who executes it; unauthorised access may result in suspension; enforcement applies equally whether the client or a third party executed the trades. Never share your login credentials.

(V) Sanctions Evasion & Restricted-Jurisdiction Activity. Def. Using Brex Capital while subject to any international sanction, or to transact for any sanctioned individual, entity, or government; or using a VPN, proxy, or geographic- masking technique to circumvent Brex Capital's jurisdiction restrictions. Examples: a sanctions-listed person opening an account on a family member's documents; moving funds for a sanctioned government entity; using a VPN to appear in a permitted jurisdiction. Screening and the applicable sanctions lists are set out in the AML/CTF & Sanctions Policy (Document C) and §14. Consequence: accounts breaching sanctions are frozen immediately; funds held pending regulatory guidance; Brex Capital cooperates fully with law enforcement; criminal liability rests with the client. Client warranty: see §14.2.

(W) Swap Arbitrage. Def. Exploiting the difference between swap-free (Islamic) and standard-account swap charges by holding opposing positions simultaneously — one swap-free, one standard — to earn the standard-account swap credit while paying no swap on the Islamic account (net exposure zero, net swap income positive). Examples: buying 10 lots EUR/USD on a standard account (earning swap) and selling 10 lots on a swap-free account (zero swap) — profit equals the swap differential; large opposing positions across account types around swap-calculation time; multiple accounts systematically harvesting swap differentials. Detection: long-term opposing positions across account types; overnight positions around swap-calculation time. Consequence: Swap-Arbitrage profits void; swap-free status may be revoked where used for arbitrage rather than genuine religious compliance; both accounts may be suspended; Penalty Fee may apply.

(X) General Catch-All — Novel & Unlisted Exploits. Def. Any conduct that, in Brex Capital's reasonable good-faith determination, is designed to extract unfair profits from Brex Capital; exploit any system, platform, policy, or process vulnerability not specifically named; undermine trading-environment integrity; or cause financial harm to Brex Capital or other clients. §§5(A)–(W) do not limit Brex Capital's right to act on unlisted harmful behaviours. Examples: any new technique with the same economic effect as a named practice; any unforeseeable exploit of pricing or policy structure; any combination of otherwise-permitted activities that together constitute exploitation. Consequence: proportionate enforcement, with prior written notice and a 5-Business-Day response window, except where immediate action is needed to prevent ongoing harm. Proportionality: applied only on clear evidence of abusive intent or pattern, and proportionately to the violation.

6. Enforcement Framework

6.1 Graduated Penalty Tiers

Severity depends on the nature of the practice, financial impact, whether deliberate, and prior history.

Tier	Trigger	Actions
Tier 1 — Warning	First-time, low impact, likely unintentional, cooperation shown.	Written warning; profits from identified trades voided; no suspension; Investigation Fee may be waived.

Tier	Trigger	Actions
Tier 1.5 — Manual Quotation Mode	Pattern suggesting but not conclusive; or escalation after a Tier 1 warning.	Loss of streaming quotes — all orders require manual pre-approval; spreads/commissions may be risk-adjusted; Investigation Fee applies; minimum 14 days, reviewable monthly.
Tier 2 — Restriction	Repeat, or first violation with material impact; pattern detected.	Prohibited-strategy profits voided; leverage reduced to 1:50 or lower; withdrawal review/possible delay; enhanced monitoring; IB commissions reviewed and clawed back; Investigation Fee; Penalty Fee may apply.

Tier	Trigger	Actions
Tier 3 — Termination	Deliberate, systematic, or large-scale; identity fraud; sanctions breach; third offence or worse.	Permanent termination; all profits voided; losses recovered via Set-Off; regulatory reporting where required; permanent ban; New Account Registration Prohibition; Investigation and Penalty Fees; Perpetual Claw Back exercised.

6.2 Enforcement Powers (16, combinable in any sequence at Brex Capital's discretion)

(1) Void any or all trades connected to a Prohibited Practice. **(2)** Remove Illicit Profits, including amounts already credited. **(3)** Recover the full market loss where NBP was improperly exploited. **(4)** Cancel, close, or reverse any position. **(5)** Suspend, restrict, or terminate the account. **(6)** Suspend or permanently revoke NBP. **(7)** Reduce maximum leverage to any level. **(8)** Claw back IB commissions or Social-Trading performance fees from both client and IB. **(9)** Apply Set-Off across the client's and Related Persons' accounts. **(10)** Report to FinCom, regulators, or law enforcement. **(11)** Retain funds pending investigation where laundering or fraud is suspected. **(12)** Impose Manual Quotation Mode / Tier 1.5. **(13)** Impose an Investigation Fee. **(14)** Impose a Penalty Fee at least equal to the client's benefit, deductible from the client's or a Related Person's account. **(15)** Prohibit registration of new accounts, terminating any discovered account and confiscating funds/profits (the New Account Registration Prohibition). **(16)** Exercise the Perpetual Claw

Back Right at any time, without time-bar, via Set-Off against any Related Person's account.

6.3 Notice & Process

Except where immediate action is required (active Hyperactivity, sanctions breach, identity fraud, platform abuse), Brex Capital gives written notice before enforcement; the client has 5 Business Days to respond. Brex Capital's determination, after considering any response, is final at the company level. Clients may escalate to FinCom within 45 days of Brex Capital's final determination (§15).

6.4 Set-Off Rights & Perpetual Claw Back (Canonical Statement)

This §6.4 is the single, canonical statement of Brex Capital's Set-Off and Perpetual Claw Back rights; all other references in this Policy to Set-Off, profit recovery, or the Perpetual Claw Back Right point back to this section.

(a) Scope. Set-Off applies across: all live and demo accounts registered to the same client; all accounts of Related Persons found to have acted in concert in a Prohibited Practice (including family members, business associates, and coordinated-trading-group members); all accounts across all Brex Capital entities and jurisdictions; and any account opened in breach of the New Account Registration Prohibition (§6.2(15)). Set-Off is exercised together with the Same-IP/Same-Device aggregation rule (§4.4).

(b) Procedure. Brex Capital gives written notice specifying the accounts, amount, and reason. The client has 5 Business Days to respond with evidence that the accounts are not linked or the activity was not coordinated. Brex Capital then confirms or withdraws the determination, which may be escalated to FinCom (§15).

(c) Profit recovery. Where profits were generated through a Prohibited Practice (§5), Brex Capital may: remove Illicit Profits, including amounts already credited or withdrawn; exercise the Perpetual Claw Back Right, with no time-bar, including by Set-Off against any Related Person's account, current or future; pursue withdrawn Illicit Profits by any lawful means, including debt-recovery proceedings; apply recovered amounts against outstanding obligations, including Investigation and Penalty Fees; and report to law enforcement where the Illicit Profits arise from suspected criminal activity.

(d) NBP recovery. Where NBP is exploited (§3.3, §5(C), §5(J)), Brex Capital's recovery is not limited to the account balance and may pursue the full market loss through debt-recovery proceedings.

(e) IB commission claw back. Brex Capital may claw back IB commissions generated by: client accounts confirmed in any Prohibited Practice; artificial volume via churning, wash trading, or cross-account hedging; copy-trading arrangements found to be a Prohibited Practice; clients later found to have used false identities; or trades not meeting the §11.4 commission-eligibility conditions. Claw-back claims are notified in writing to the IB with a 10-Business-Day response period before any deduction.

6.5 Force Majeure & System-Error Profits

All profits from trades during a Force Majeure Event, or benefiting from a system error, platform malfunction, or feed failure, are automatically void regardless of client knowledge or intent; Brex Capital may avoid such trades retroactively even after crediting.

6.6 Account Inactivity & Dormancy

Inactivity	Status	Brex Capital action
60 days	Inactive — flagged	Inactivity fee of $5/month may apply (per industry standard); client notified by registered email; no trading/withdrawal restriction.
12 months	Dormant	Trading suspended; reactivate via renewed KYC; funds remain withdrawable; login disabled until reactivation.
24 months	Closed	Permanently closed; remaining balance returned to the original deposit source per AML rules; history archived; re-application requires fresh KYC and full source-of-funds verification.

Exception: the inactivity counter pauses where open positions exist, and is suspended (account held in investigation status) during any ongoing compliance investigation.

PART II — COMPLIANCE PROCEDURE

7. Know Your Client (KYC)

7.1 Account Opening Requirements

All clients must complete identity verification before any trading, deposit, or withdrawal. Brex Capital applies risk- based KYC calibrated to deposit size and client profile:

Deposit Tier	Required documents	Additional requirements
Tier 1 · 0–2,999	Government-issued photo ID (passport, national ID, or driving licence).	Standard onboarding questionnaire; suitability assessment.
Tier 2 · 3, 000– 29,999	Government photo ID + proof of address (utility bill or bank statement, within 3 months).	Source-of-funds declaration; enhanced questionnaire.
Tier 3 · 30, 000–99,999	Tier 2 documents + bank statement showing fund source.	Source-of-wealth declaration; employment/business verification; video-call verification available.
Tier 4 · $100,000+	Tier 3 documents + comprehensive source-of-wealth evidence.	Enhanced Due Diligence; compliance-officer review; annual re-verification.

7.2 Politically Exposed Persons (PEPs)

Clients who are, become, or are closely associated with a PEP must declare this at onboarding and on an ongoing basis. PEP accounts require senior-management approval, Enhanced Due Diligence, and ongoing enhanced monitoring.

7.3 Re-Verification

Brex Capital may require re-verification of identity or source of funds at any time — including on a significant change in trading activity, large deposits inconsistent with declared income, return from extended inactivity (§6.6), or regulatory request.

7.4 Beneficial Ownership

For corporate accounts, Brex Capital verifies all Beneficial Owners; all directors and authorised signatories must also provide individual KYC documentation.

8. Anti-Money Laundering & Counter-Terrorism Financing

8.1 General Obligations

Brex Capital maintains an AML/CTF programme covering client due diligence, transaction monitoring, suspicious- activity reporting, and record-keeping, in full compliance with applicable AML/CTF law. The full AML/CTF control framework, client risk segmentation, and sanctions-list references are set out in the AML/CTF & Sanctions Policy (Document C); this section addresses the client-facing obligations arising from that framework.

8.2 Prohibited Deposit Sources

The following are strictly prohibited and result in immediate account suspension and reporting to authorities: funds derived from or intended to benefit any person or entity on a sanctions list referenced in Document C; funds derived from criminal activity, including fraud, theft, trafficking, corruption, or tax evasion; funds from governments subject to comprehensive financial sanctions; and funds from any FATF-identified high-risk or non-cooperative jurisdiction.

8.3 Third-Party Deposits

Brex Capital does not accept third-party deposits; all deposits must come from a payment account in the client's own name. Family-member deposits, business-account deposits, and payment-processor deposits not registered to the client are all classified as third-party deposits. Where a third-party deposit is received: **(a)** it is returned to the originating account and the funded trading is void; **(b)** any profits from such trading are void regardless of the client's knowledge; **(c)** the account may be suspended pending investigation and source-of-funds verification. Brex Capital is not liable for any delay, loss, or cost in returning third-party funds.

8.4 Transaction Monitoring

Brex Capital monitors all transactions for patterns inconsistent with the client's declared profile, including: deposits/withdrawals disproportionate to declared income; frequent deposits with near-immediate withdrawal and little trading; multiple unexplained payment methods; structuring (transactions just below reporting thresholds); and deposits from high-risk jurisdictions.

8.5 Suspicious Activity Reporting

Brex Capital files Suspicious Activity Reports (SARs) with relevant authorities where there are reasonable grounds to suspect money laundering or terrorism financing. Brex Capital cannot disclose whether a SAR has been filed, as "tipping off" is prohibited by law.

9. Deposits, Withdrawals & Fund Protection

9.1 Withdrawal Rights

Clients may withdraw their own funds at any time, subject to: (i) completed KYC; (ii) no active compliance investigation; (iii) no outstanding balance or margin obligation; (iv) funds not under an AML investigation hold.

9.2 Withdrawal Matching

Withdrawals return to the same payment method or account the deposit came from. Where that method is no longer available, Brex Capital conducts additional verification before processing to an alternative.

9.3 Bonus & Promotion Withdrawal Conditions

Bonus-fund withdrawal is subject to the trading-volume requirements in the relevant promotion terms. Brex Capital may cancel bonuses and associated profits where Bonus Abuse (§5(P)) is confirmed, including any prohibited Intermediary or Related-Party participation.

9.4 Withdrawal Holds

A temporary hold may be placed where: an active compliance investigation exists (until concluded); an AML review is triggered (pending source-of-funds verification); a FinCom complaint applies (disputed amounts only); identity fraud is suspected (until re-verified); chargebacks or payment disputes are outstanding (equivalent amount); the account is under Manual Quotation Mode / Tier 1.5 (§6.1, reviewed case-by-case); or the Perpetual Claw Back Right (§6.4) applies (amounts equal to recoverable Illicit Profits).

10. Execution Claims & Incident Time Limitation

10.1 Slippage Compensation

Brex Capital will consider a slippage-compensation claim only where **all** of the following are met: (i) slippage exceeded the published maximum threshold for that instrument and condition (§3.2); (ii) the excess was caused by a Brex Capital system error or data-feed failure, not normal market conditions; (iii) the claim is submitted to compliance@brexcapital.com within the §10.2 time limit; and (iv) it states account number, order ticket, instrument, entry time, requested price, and executed price. Slippage from normal market conditions, news, liquidity changes, or any cause outside Brex Capital's control is **not** compensable. Compensation is limited to the excess-slippage amount on the specific affected trade.

10.2 Incident Claims & Mandatory Time Limitation

This §10.2 governs claims arising from a specific trading incident and prevails over the general complaints procedure in §15 for such claims.

(a) Filing period. Any claim — including alleged execution errors, slippage above the §3.2 thresholds, price-feed anomalies or Manifest Errors, platform outages, or any event attributable to the client, to Brex Capital's platform or operations, or to a third-party provider — must be submitted in writing to compliance@brexcapital.com within **seven (7) Business Days** of the earlier of: (i) the incident date; or (ii) the date the client became, or ought reasonably to have become, aware of it.

(b) Late submission. Claims filed after the 7-Business-Day period are not eligible for review or compensation, and Brex Capital has no obligation to consider them — unless Brex Capital determines, at its sole discretion, that exceptional, documented circumstances prevented timely filing and refusal would be manifestly inequitable.

(c) Universal application. The 7-day limit applies equally to incidents attributable to Brex Capital or its systems, to the client, to third parties (liquidity providers, payment processors, telecoms), and to Force Majeure Events; it runs from the incident date, regardless of when the client first makes contact.

(d) Minimum requirements. A valid claim must include the account number, order ticket number, instrument and execution time, a clear incident description, and the specific remedy sought. Incomplete submissions are not validly filed and do not interrupt the limitation period.

The 7-Business-Day window is strictly enforced. Clients should monitor account activity and contact compliance immediately on identifying any discrepancy; claims filed outside the window will not be accepted regardless of merit.

11. Introducing Broker (IB) Obligations

11.1 IB Responsibilities

IBs are Brex Capital's partners and share responsibility for the compliance of clients they introduce. IBs must: ensure introduced clients complete full KYC before trading; not knowingly introduce clients intending Prohibited Practices; not encourage, facilitate, or participate in Prohibited Practices, including artificial volume generation; promptly report suspicious client activity; comply with all marketing and advertising regulations in their jurisdiction; keep accurate introduction and communication records for at least 3 years; disclose the §11.4 commission- eligibility conditions to introduced clients; and not act as an Intermediary or Related Party in any Brex Capital bonus or promotion in breach of §5(P).

11.2 IB Liability

IBs may be liable to Brex Capital for commissions earned from clients confirmed in Prohibited Practices (subject to claw back under §6.4(e)), and for losses attributable to introduced clients where the IB was aware of or facilitated the Prohibited Practice. The Penalty Fee (§2, §6.2(14)) may also apply to the IB account where the IB actively participated in or benefited from a Prohibited Practice.

11.3 IB Agreement

All IBs operate under a separate IB Agreement into which this Policy is incorporated by reference. On conflict between this Policy and an IB Agreement, this Policy prevails on trading conduct and compliance procedure, without prejudice to the overall precedence of the Client Agreement (A) stated in §1 above.

11.4 IB Commission Eligibility — Minimum Hold Period & Anti-Hedging

Notwithstanding any provision of this Policy, the IB Agreement, or any commission schedule, Brex Capital may withhold or retrospectively claw back any IB commission on an introduced client's trade where any of the following applies. Multiple grounds may apply concurrently; the exclusion is per-trade and does not require a finding that the client's whole history is a Prohibited Practice.

(a) Sub-two-minute closure. The position was opened and closed within a continuous period of less than two (2) minutes (MT5-server timestamps), irrespective of lot volume, P&L outcome, instrument, or whether closed by the client, a margin stop-out, or any other mechanism (the "Minimum Hold Period").

(b) Full hedging under two minutes (anti-circumvention). The client ran simultaneous or near-simultaneous opposing positions on the same instrument — on one account or across accounts linked to the client or Related Persons (§2) — where each leg was opened and closed within two minutes and net aggregate exposure was zero or near-zero throughout. This operates independently of (a): a hedging arrangement may engage this sub-clause even where no single leg alone breaches the two-minute threshold.

(c) Artificial-volume pattern. The trade forms part of a pattern whose predominant purpose — in Brex Capital's reasonable, good-faith determination on the totality of account history — is generating artificial volume for commission accrual rather than genuine participation. Brex Capital has regard to the ratio of sub-two-minute to total trades over a rolling 30 days, net directional exposure versus gross volume, and correlation between activity spikes and IB tier thresholds.

(d) Interaction with the hold-time framework. This §11.4 operates independently of, and in addition to, §3.5: a trade may engage §11.4 (IB claw back) without engaging §3.5(b) (per-trade review), and vice versa. The consolidated framework is at §3.5.

Determinations under (a)–(c) are made by MT5-server timestamps and are final, subject only to FinCom review.

Obligation to disclose. IBs must bring the §11.4 conditions to introduced clients' attention at or before onboarding. Failure does not affect Brex Capital's right to withhold or claw back commission but may itself breach the §11.1 disclosure obligation.

12. Social Trading & Copy Trading

12.1 Strategy Provider Requirements

Strategy Providers on Brex Capital's Social Trading platform must: disclose their general strategy category on compliance request (failure to respond within 5 Business Days breaches this Policy and the §4.3 Information-Requests obligation); not engage in any Prohibited Practice in the Strategy-Provider account; not inflate performance via wash trading, churning, or coordinated volume; not allow any other person to access or control the account; and comply with the §3.5 hold-time framework.

12.2 Specifically Prohibited Copy-Trading Activities

Circular copying — any arrangement where Account A copies Account B and B directly or indirectly copies A. **Restriction bypass** — using copy trading to continue a strategy restricted or banned on another account, including under Manual Quotation Mode (§6.1) or the New Account Registration Prohibition (§6.2(15)). **Volume inflation** — using Follower accounts to amplify a Strategy Provider's volume beyond its own capital, for IB-rebate purposes. **Misleading followers** — publishing performance data known to be inflated through artificial trading.

12.3 Performance-Fee Integrity

Strategy-Provider performance fees are subject to review and claw back where the underlying trades were Prohibited Practices; fees on circular-copying arrangements are void from inception. The Perpetual Claw Back Right (§6.4(c)) applies equally to performance fees.

13. Record Retention

Records are kept for the periods below, measured from account closure or the relevant event, whichever is later:

Record category	Retention	Basis
KYC & identity documents	7 years	AML regulations + PDPA
Trade history (all executed orders)	7 years	Regulatory requirement
Communication records (email, chat)	7 years	Compliance & dispute resolution
Compliance investigation files	7 years	Legal-proceedings preparation
Suspicious Activity Reports (SARs)	7 years	AML — must not be deleted
Deposit & withdrawal records	7 years	AML + financial-records law
IB agreement & commission records	7 years	Contractual + regulatory
Marketing & onboarding records	3 years	Consumer protection

Record category	Retention	Basis
Monitoring logs (IP, device, trade)	7 years	PDPA + compliance

14. Sanctions Compliance

14.1 Screening

Brex Capital screens all clients, Beneficial Owners, and payment counterparties at account opening and weekly thereafter against the sanctions lists specified in the AML/CTF & Sanctions Policy (Document C). This Policy does not separately enumerate those lists; Document C is the canonical reference.

14.2 Client Warranty

By opening and maintaining an account, the client warrants that: (i) deposit funds are not derived from a sanctioned government or any entity on a sanctions list referenced in Document C; (ii) they are not acting on behalf of any sanctioned person, entity, or government; (iii) they are not using Brex Capital for the benefit of any sanctioned person or entity; and (iv) they are not using a VPN, proxy, or geographic-masking technique to circumvent Brex Capital's jurisdiction restrictions.

14.3 Sanctions Breach Procedure

Where a breach is identified or suspected: the account is immediately frozen without notice; pending transactions are suspended; the matter is escalated internally within 24 hours; relevant authorities and law enforcement are notified as required; and Brex Capital cooperates fully with all investigations.

15. Dispute Resolution & Client Complaints

15.1 Internal Complaint Process

This section governs general complaints about Brex Capital compliance determinations. For incident claims arising from specific trading events, the 7-Business-Day limitation in §10.2 applies instead and prevails over this section.

Step 1. Submit a written complaint to compliance@brexcapital.com within 30 days of the disputed action. **Step 2.** Brex Capital acknowledges within 2 Business Days and gives a full written response within 10 Business Days. **Step 3.** If unsatisfied, the client may escalate to FinCom for independent review.

15.2 FinCom Escalation

Brex Capital is a member of the Financial Commission (FinCom); clients may submit disputes at www.financialcommission.org. FinCom provides independent dispute resolution and its determinations are binding on Brex Capital up to the limits of the FinCom Compensation Fund. Escalation must be lodged within 45 days of Brex Capital's final internal determination.

15.3 Limitation of Liability

Brex Capital's liability for any claim under this Policy is limited to the balance in the client's account at the time of the disputed action, except as prohibited by applicable law. Brex Capital is not liable for indirect, consequential, or speculative losses. This §15.3 operates alongside, and does not narrow, any limitation of liability stated in the Client Agreement (A).

16. Annual Review & Version Control

This Policy is reviewed at least annually (next review July 2027). Brex Capital may update it at any time in response to new exploitation techniques, regulatory guidance, or changes in law. Clients and IBs are notified of material changes by email at least 14 days before they take effect; continued trading or use of Brex Capital services after the effective date constitutes acceptance.

Version / Effective / Next review	**3.0 · 13 July 2026 · July 2027**
Policy Owner	Brex Capital Compliance Department · compliance@brexcapital.com
Client Disputes	FinCom (Financial Commission) — www.financialcommission.org
Related Documents	Client Agreement (A) · AML/CTF & Sanctions Policy (C) · Risk Disclosure (E)

— END OF BREX CAPITAL TRADING & COMPLIANCE POLICY —