DYNAMIC LEVERAGE POLICY

VM-RISK-DL-001 | Version 1.0 | Venor Ltd, Saint Lucia, Registration 2026-00242

DOCUMENT REFERENCE	VM-RISK-DL-001
VERSION	1.0
PUBLICATION STATUS	Approved for Use
ISSUED BY	Venor Ltd
INTENDED USE	Website / CRM

APPROVAL, COMMENCEMENT AND REVIEW

This document has been approved and issued by Venor Ltd and becomes effective when published or otherwise communicated through an official Venor channel. It remains applicable until amended, replaced or withdrawn.

Venor may review or update this document where reasonably required by legal, regulatory, operational, commercial, technology, security, risk, product or market developments. Material changes apply prospectively following any notice or renewed acceptance required by the applicable agreement or law. Administrative, explanatory or non-material updates may take effect upon publication or valid communication.

Where publication channels are temporarily not synchronised, the latest version validly communicated to the affected person shall apply. Venor will correct any discrepancy within a reasonable period. Earlier versions continue to govern matters arising while they were applicable.

IMPORTANT: Read this Policy with the Client Trading Terms, Risk Disclosure, Contract Specifications and the prevailing account, instrument, leverage and margin schedules made available through Venor's approved channels.

Legal effect: This approved website and CRM edition applies to Venor trading accounts when issued through an official Venor channel. The prevailing authenticated account, instrument, leverage and margin conditions form part of this Policy. Mandatory law and the Client Trading Terms prevail where they provide a different requirement or protection.

CONTENTS

1. Purpose

This Policy explains how Venor determines and changes leverage and margin for leveraged foreign exchange and CFD accounts. It is designed to protect clients, Venor and market integrity while maintaining transparent and predictable controls.

Important: Leverage magnifies both gains and losses. The maximum leverage displayed for an account is not guaranteed for every client, instrument, order or market condition. The lowest applicable limit always prevails.

2. Control hierarchy

Priority	Control	Rule
1	Mandatory legal or competent-authority requirement	A binding cap or protection applies to the extent legally required.
2	Client eligibility and contracting entity	Applicable entity, jurisdiction, eligibility and approved account status.
3	Instrument risk band	Asset-class and symbol maximum.
4	Equity tier	Margin based on account equity or balance, as approved.
5	Exposure tier	Progressively lower leverage as notional exposure increases.
6	Concentration/event control	Lower leverage for concentrated positions, news, gaps or exceptional risk.
7	Account maximum	Advertised or contractually assigned ceiling.
8	Order feasibility	Liquidity, market hours, available margin and platform controls.

3. Margin calculation

Unless the instrument schedule states a different approved method, initial margin is calculated as:

Formula: Required margin = Absolute notional exposure / applicable leverage. Converted margin = required margin translated into the account currency using Venor’s applicable conversion rate.

For tiered exposure, each band may be margined separately. Total margin equals the sum of the band margins. Hedged positions may receive full, partial or no margin relief according to the current schedule. Pending orders may reserve margin before activation.

4. Dynamic leverage triggers

Account equity, balance or free margin crosses an approved threshold.

Gross or net notional exposure crosses an instrument, asset-class, direction, account, client or group threshold.

Exposure becomes concentrated in one symbol, correlated group, currency or event.

Market volatility, liquidity, spread, gap risk or price discontinuity exceeds the approved risk threshold.

Scheduled or unscheduled news, elections, central-bank decisions, corporate actions, holidays or market closures increase risk.

An approved pricing, liquidity, connectivity, execution, trading-platform, market-data or market-infrastructure arrangement changes its availability, margin, exposure or risk parameters.

The client’s classification, jurisdiction, appropriateness status, account type, trading behaviour or risk profile changes.

Venor detects operational, credit, payment, abuse, sanctions, legal or regulatory risk requiring protective restrictions.

5. Approved leverage schedule

The applicable leverage is the lowest limit determined by the client's account, instrument, exposure, equity, eligibility, jurisdiction and prevailing risk conditions and displayed through the authenticated client portal, trading platform or applicable schedule. Any public leverage statement is a maximum ceiling only, not a promise, entitlement or fixed trading condition. A lower mandatory or risk-based limit prevails automatically.

Asset class	Applicable ceiling	Exposure adjustment	Market/event adjustment	Prevailing source
Major FX	Account- and symbol-specific	May decrease progressively as exposure or concentration increases	May be reduced, suspended or made close-only	Authenticated trading environment or approved schedule
Other FX	Account- and symbol-specific	May decrease progressively as exposure or concentration increases	May be reduced, suspended or made close-only	Authenticated trading environment or approved schedule
Gold and major indices	Account- and symbol-specific	May decrease progressively as exposure or concentration increases	May be reduced, suspended or made close-only	Authenticated trading environment or approved schedule
Other commodities and indices	Account- and symbol-specific	May decrease progressively as exposure or concentration increases	May be reduced, suspended or made close-only	Authenticated trading environment or approved schedule
Equity CFDs	Account- and symbol-specific	May decrease progressively as exposure or concentration increases	May be reduced, suspended or made close-only	Authenticated trading environment or approved schedule
Digital-asset CFDs	Account- and symbol-specific	May decrease progressively as exposure or concentration increases	May be reduced, suspended or made close-only	Authenticated trading environment or approved schedule

Venor does not publish or apply another jurisdiction's leverage limits merely as a comparison. Any mandatory limit applies only where legally relevant to the contracting entity, client, product or jurisdiction. In every other case, Venor's prevailing approved risk schedule and account-specific conditions apply.

5.1 Leverage risk warning

Leveraged foreign exchange and CFD trading is highly speculative and may not be suitable for every client. Leverage permits a client to control an exposure substantially larger than the margin committed. It magnifies favourable and adverse price movements and can cause rapid, substantial or total loss of the funds allocated to trading.

A comparatively small market movement may materially reduce equity, exhaust free margin, trigger restrictions or cause the automatic closure of one or more positions. The speed of loss may increase during volatility, gaps, reduced liquidity, news, market opening or closing periods, correlated exposure or technology disruption.

Margin requirements, leverage limits and risk tiers are not fixed. They may change before an order is submitted and, where the Client Trading Terms and applicable law permit, while positions remain open. A reduction in leverage is equivalent to an increase in required margin and may cause an account that previously had sufficient margin to approach or cross a warning or stop-out threshold.

A margin warning, platform alert, account-manager communication or opportunity to deposit additional funds is not guaranteed. Venor may be unable to contact the client before a restriction or liquidation occurs. Clients must monitor equity, used margin, free margin, margin level, open exposure and communications continuously while positions are open.

Stop-loss, take-profit, hedging, netting or automated strategies do not eliminate leverage risk. Orders may be executed at a different price, partially filled, delayed, rejected or remain unavailable because of gaps, insufficient liquidity, market closure, price limits, connectivity issues or exceptional conditions.

Liquidation is intended to control exposure, but it does not guarantee closure at a specified margin level or price and does not, by itself, guarantee that losses will be limited to the account balance. Any negative-balance treatment applies only where expressly provided by mandatory law or the applicable account terms.

Currency conversion, financing, swap, commission, pricing adjustments and other applicable charges may reduce equity and available margin. A client must consider the combined effect of all open positions, correlated instruments, pending orders and charges rather than assessing each position in isolation.

The maximum leverage shown for an account is not a recommendation to use that level. Clients remain responsible for choosing order size, maintaining adequate funds and deciding whether leveraged trading is appropriate for their objectives, knowledge, experience and ability to bear loss. Venor does not provide personal investment advice merely by assigning an account or leverage setting.

5.2 Venor protective authority

Subject to the Client Trading Terms and applicable law, Venor may set, reduce, suspend, restore or otherwise modify leverage; increase margin; apply symbol, account, client, group, direction or exposure limits; refuse new exposure; cancel unsupported pending orders; apply close-only status; or liquidate positions when reasonably required for market integrity, client protection, solvency, liquidity, counterparty, concentration, technology, legal, compliance, security or operational risk.

Protective action may be applied automatically under approved system rules or manually by authorised personnel. It may affect one or more clients, accounts, instruments, asset classes or jurisdictions. A restriction does not create an obligation to impose the same measure on every account where relevant facts, exposures, eligibility or risk conditions differ.

Venor will not use a leverage change solely to target a profitable client, avoid a legitimate payment or retrospectively rewrite a completed execution. Controls must have a documented risk, legal, operational or contractual basis and remain subject to internal review and the applicable complaints process.

6. Changes to leverage and margin

Venor may reduce leverage or increase margin prospectively for new orders. For open positions, Venor will provide advance notice where reasonably practicable and required. Immediate changes may be made where delay would create material market, client, counterparty, legal, operational or solvency risk and the Client Trading Terms and applicable law permit the change.

A change may cause reduced free margin, inability to open new positions or liquidation. Clients are responsible for maintaining sufficient margin and monitoring notices. Venor will not increase leverage automatically merely because equity or exposure later decreases unless the approved schedule and system rules permit restoration.

6.1 Application to open positions and active sessions

A dynamic change may be applied while markets are open, during a trading session, before a scheduled event, during exceptional volatility or while the client has open positions. Where applied to open positions, the revised margin requirement is reflected in used margin and margin level from the effective time. Venor is not required to delay a protective change until a position is closed where delay would materially increase market, liquidity, counterparty, operational or legal risk.

Venor will not retrospectively change the leverage used to calculate a completed and finally settled transaction. The Policy operates on current margin and future exposure. If a platform or provider requires migration to a replacement symbol or contract, Venor may make a documented proportional adjustment consistent with the Contract Specifications Policy.

7. Margin level, warnings and close-out

Formula: Margin level (%) = Equity / Used margin x 100. Equity reflects balance plus or minus floating P&L and applicable credits/charges.

The margin-call level is a warning or restriction threshold, not a promise that Venor will contact the client.

At the stop-out threshold, Venor may close positions without further instruction. Jurisdiction-specific mandatory close-out rules override internal settings.

Liquidation may occur at prices materially different from the trigger because of gaps, volatility, insufficient liquidity, execution latency or market closure.

Negative balance protection applies only where provided by applicable law or the relevant account terms and may be subject to lawful exclusions for abuse or non-covered activity.

Credits, bonuses or unrealised gains may be excluded from equity or withdrawable funds as disclosed in their terms.

8. Risk governance

Risk proposes leverage and margin parameters supported by historical volatility, stress loss, gap analysis, executable liquidity, third-party margin requirements, concentration analysis and client-outcome testing.

Trading validates executable liquidity and relevant third-party constraints. Technology validates the approved connectivity, trading-platform rule order, configuration and calculations.

Finance validates capital, funding, counterparty and commercial effects.

Legal and Compliance validate jurisdictional caps, client classifications, notices, product intervention and marketing language.

The authorised committee approves versioned parameters with maker-checker deployment and rollback instructions.

Risk monitors breaches, liquidation outcomes, complaints, negative balances, slippage and vulnerable-client indicators and reviews at least annually and after material change.

9. Prohibited use and fairness

Venor will not use discretionary leverage changes solely to target a profitable client, avoid paying a legitimate gain or retrospectively alter an executed trade. Risk controls must be based on documented, consistently applied criteria. Profitability, scalping, automated trading or short holding periods alone do not establish abusive conduct.

Legal status and hierarchy

This Policy forms part of the Client Trading Terms between the client and the Venor Markets legal entity identified in the client onboarding record (Venor). It must be read with the Client Trading Terms, Risk Disclosure, Privacy Notice, Complaints Policy and current instrument schedule. If provisions conflict, mandatory law prevails, followed by any jurisdiction-specific schedule, the Client Trading Terms and then this Policy, unless applicable law requires a different order.

No statement in this Policy waives a client right that cannot lawfully be waived. Venor may apply stricter protections or lower risk limits than those stated where required by law, regulator direction, product intervention, liquidity, market integrity or prudent risk management.

Client acceptance and communication

The Policy is supplied before or at account activation and remains available on the website or another durable medium. By opening or maintaining an account or submitting an order after the effective date, the client acknowledges receipt; consent is obtained where applicable law requires it. Material changes will be notified through the registered email address, authenticated client portal or website with the notice required by applicable law.

Complaints and escalation

Questions or complaints must be submitted through the authenticated client portal or the complaints contact published by Venor. Venor may investigate using time-stamped account, margin, order, execution, pricing, system and communication records and will respond in accordance with the applicable Complaints Handling Procedure. Where a mandatory external dispute or referral right applies, Venor will provide the relevant information as required by law.

Governing law and jurisdiction

This Policy is governed by the law and dispute provisions stated in the Client Trading Terms for the relevant Venor legal entity. Nothing in this clause limits mandatory consumer, investor-protection or regulatory rights.

CLIENT AND ACCOUNT APPLICATION

These provisions form part of this Policy issued by Venor Ltd, incorporated in Saint Lucia under registration number 2026-00242 and trading as Venor Markets. A specific account, instrument, leverage or margin schedule prevails only for the matter it expressly governs, subject to the Client Trading Terms, applicable law and the document hierarchy stated in this Policy.

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.

Trading conditions are variable. Leverage, margin, pricing, commissions, available instruments, sessions, order limits and other conditions may vary by account, symbol, jurisdiction, equity, exposure, liquidity, technology and prevailing market conditions. The conditions communicated through the authenticated trading environment apply to future orders and, where permitted, current margin requirements, subject to the Client Trading Terms and applicable law.

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.