



Volity Trade Ltd.

**Company Number 2024/0059
Rodney Bay, Gros Islet, St. Lucia**

FRACTIONAL SHARES POLICY

MARCH 2024



1. Introduction

1.1 Volity Trade Ltd (hereinafter referred to interchangeably herein as “VOLITY”, “we”, “our”, “us” and “ourselves”) allows its clients (hereinafter referred to interchangeably herein as “you”, “your”, “yours”, “yourself”, “Client”) to purchase certain stocks (hereinafter referred to as the “Shares”) in portions, or fractions (hereinafter referred to as the “fractional Shares”), rather than whole quantity Shares. When trading in fractional Shares, you may acquire, for instance, 0.4 or 0.5 of 1 whole Share.

1.2. The aim of this fractional Shares trading disclosure (hereinafter referred to as the “Disclosure”) is to provide VOLITY’s Clients with an overview of the unique features, limitations and indicative risks that are associated with trading in, and holding fractional Shares.

2. Execution, Trade Capacity, Charges

2.1. In connection with any fractional Share component of any purchase or sale transaction, you acknowledge and agree that VOLITY may act as agent in relation to the execution, or, arrange execution of orders and transactions on your behalf. In addition, you acknowledge and agree that the price your order is executed at, including, but not limited to, the partial closing of a fractional Share component, might be higher or lower than our pricing in effect at the time, and vary in comparison to publicly quoted market prices.

2.2. During periods of wide price fluctuations, there may be delays in executing your order and fractional Shares trading may not be available. If you place a market order in volatile market conditions, there could be a significant difference between the quote you received prior to or at the time you placed the order and the execution price that you receive.

2.3. We may allow you to purchase fractional Shares in currency-amount rather than quantities. This feature is subject to minimum transaction value requirements that we, in the manner and timing that we will select, will apply and change



from time to time generally, or, in regards to selected fractional Shares.

Currency-amount orders will be converted into fractional Share quantities for execution, and we will always seek to achieve the maximum possible allocation of your funds, provided that the amount of purchased fractional Shares does not contradict with our supported trade sizes for fractional Shares, nor its value exceeds the currency-amount provided in your order. Any remaining funds shall be returned to your cash balance. For a variety of reasons, including but not limited to this conversion convention, the actual amount of an executed currency-amount trade may be different from the requested amount.

- 2.4. VOLITY will record the quantity of fractional Shares traded or otherwise held in an account in two decimal places (“in hundredths”). In other words, the smallest contract size for opening a fractional Share position is 0.01.
- 2.5. You acknowledge and agree that VOLITY is equipped with the sole and absolute discretion to set a minimum order value, which, if not met, will result in your order being rejected.
- 2.6. VOLITY will generally apply the same charges that will, from time to time, be applicable in the context of our terms of securities trading agreement, however, we may, through the provision of prior written notice to you, amend the applicable charges attaching to fractional Shares trading.

3. Available Order Types

VOLITY will only accept certain types of orders for fractional Shares (e.g., market orders, limit orders, stop orders, stop limit orders, etc.). In the event where a Client chooses to place an unmarketable limit order^[1] with a fractional Share component, the fractional component may not be executed until the order becomes marketable (and therefore may not be executed at all), even if the order might have been executed earlier if submitted for a whole Share quantity.



4. Dividends

Certain fractional Shares may pay dividends. In the event where the currency of the payable dividend is different from the base currency of your account, we will convert the currency of such dividend to the base currency of your account. The dividend amount payable to your fractional Share position must be greater than or equal to 0.01 of the base currency of your account in order to be credited to such account. VOLITY does not offer a dividend reinvestment program, and any proportionate dividends received will require you to place an order to invest those funds.

[1] Non-marketable orders are buy and sell limit orders in which the limit price is below/above the current market price. A non-marketable buy limit order would have a limit price that is below the current ask in the market. Conversely, a non-marketable sell limit order would have a limit price that is above the current bid in the market.

5. Corporate Actions

Subject to the limitation that is indicated in paragraph 6 below, fractional Shares may be eligible to participate normally in mandatory corporate actions such as stock splits, mergers, spin-offs or any other. Where available, VOLITY will distribute interests in proportion to ownership interest, inclusive of fractional Shares. Because of the unpredictable nature of corporate actions, there may be situations that arise, that are not described herein. Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to your ownership interest. The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as VOLITY's applicable policies and procedures, which may result in a different outcome from what is described above.



6. Voting Rights

Clients will not have voting rights for any of the fractional Shares held in their account and will not be able to make voluntary elections on any corporate action (including, without limitation, any tender offers or rights offerings) with respect to such fractional Shares.

7. Transfer of Fractional Shares

Fractional Shares are not transferable.

8. Additional Considerations

8.1. When engaging in fractional Shares trading, you acknowledge and agree that the terms of our securities trading agreement will apply, except to the extent that they conflict with the provisions of the Disclosure, in which case the applicable provisions of the Disclosure will apply.

8.2. VOLITY may amend the Disclosure from time to time. Any such amendment(s) shall become effective five (5) business days after the date of any email notification issued to you or the date that it is posted on VOLITY's website (whichever is earlier). Any continued use of the services after the effective date shall constitute acceptance of any revised terms.

8.3. Trading carries risk, including the potential loss of your entire investment, and past performance is no indication or guarantee of future results. Fractional Shares trading has unique risks and limitations; fractional Shares may also have different rights from full Share interests. You should review and ensure that you understand the risks and limitations before engaging in fractional Shares trading. You should use any information gathered from the Disclosure as well as our risk disclosures and relevant terms and conditions, only as a starting point for your own independent research and independent investment decision making.