

# Order Execution Policy



INVESTING24

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The Company's official language is the English language. Any other language translation of this Agreement is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

In case of any contradiction between the English and any other language version, the English version shall prevail.

## 1. Introduction

- 1.1 The Website of Investing24 is owned and operated by FXNET Limited. FXNET Limited (hereinafter referred to as 'FxNet', the 'Company', the 'Firm', 'us', 'our') is a Cypriot Investment Firm (CIF) which is authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC"), under license number 182/12, incorporated and registered under the laws of the Republic of Cyprus (Certificate of Incorporation No. 300624), registered office at 4 Theklas Lysiotti St, Harmony House, Office 31, 3rd floor, 3030 Limassol, Cyprus.

## 2. Scope

- 2.1 The Order Execution Policy (the 'Policy') contains the most important and relevant components of the Company's execution policy which provides information in respect to orders and helps Clients/Prospective Clients (hereby referred to us 'Clients') to effectively use order execution services provided by the Company. The policy is provided to the Client in accordance with the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 87(I)/2017 ("the Law") as subsequently amended from time to time.
- 2.2 The Company is obliged to take all reasonable steps to obtain the best possible result ('Best Execution') on behalf of its Clients when executing orders or receiving and transmitting orders for execution, as provided in the Best Execution Policy.
- 2.3 When establishing a business relation with the Client, the Company is required to obtain Client's prior consent to the Order Execution Policy. By opening a Trading Account, the Client agrees/consents to the fact that the orders placed by the Client will be executed outside a Regulated Market (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g. European Financial Trading System) or Organized Trading Facility "OTF".
- 2.4 By entering into a Client Agreement with the Company for the provision of Investment Services, the Client is consenting to an application of this Policy on the business relationship between the Company and the Client.
- 2.5 The Company will monitor the effectiveness of its Order Execution arrangements and this Policy and regularly assess whether or not the execution venues it accesses continue to provide the best possible results for orders it executes on behalf of Clients. The Company will review, at least annually or when a material change occurs, both its order execution arrangements and this Policy. Material changes to this Policy will be notified through the Company's Website and will be available to actual and potential Clients.

### 3. Application

- 3.1 The Policy applies to Retail, Professional and Elective Professional Clients (as defined in the Company's Client Categorization Policy found on the Company's website at ([www.investing24.com](http://www.investing24.com))). If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such a Client.
- 3.2 This policy applies when executing Client orders for the Client for all the types of Contracts for Difference ("CFDs") offered by the Company. This policy is also applicable when providing the service of Portfolio Management.
- 3.3 In case the Client have been categorized as an Eligible Counterparty, although this policy does not apply to the Client, in our relationship with the Client, we will act honestly, fairly and professionally and communicate in a way which is fair, clear and not misleading, taking into account the nature of the Client and of our business.
- 3.4 This policy is also applicable when providing the service of Portfolio Management.

### 4. Types of orders

- 4.1 The Company provides the Client with an option to place the following types of Orders:
- (a) A Market Order which is an order that the Company makes every effort to execute at the best available price. Generally, this order will be executed immediately, however, the price at which a market order will be executed is not guaranteed and may be executed at a worse or better price, known as negative or positive slippage. The Client may attach a stop loss and/or a take profit and/or a trailing stop when entering Market Order.
  - (b) A Limit or Range Order which is an order to sell a financial instrument at no less than a specific price or buy a financial instrument at no more than a specific price. The Client may attach a stop loss and/or a take profit before the order is executed. In this case the order will be executed at the price specified or better.
  - (c) A Pending Order or an Entry Order which is an order to be executed at a later time and a price that the Client specifies. When the price reaches the price specified by the Client, then the order becomes a market order. Negative and positive slippage applies to pending orders. The Client has the option to place the following pending or entry orders:
    - A Buy Limit Order, which is a pending or entry buy order placed below the current market price. If the market price drops to the level of the buy order that order is then triggered.
    - A Buy Stop Order, which is a pending or entry buy order placed above the current market price. If the market price rises to the level of the buy order that order is then triggered.
    - A Sell Limit Order, which is a pending or entry sell order placed above the current market price. If the market price rises to the level of the sell order that order is then triggered.
    - A Sell Stop Order, which is a pending or entry sell order placed below the current market price. If the market price drops to the level of the sell order that order is then triggered.
  - (d) A Trailing Stop Order which is a stop loss order set in terms of points (pips) level below the market price - for a long position and above the market price - for a short position. The trailing stop price is adjusted as the price fluctuates.

## 5. Best Execution Criteria

5.1 When executing a Client’s order, the Company may take into account the following criteria for determining the relative importance of price, costs, speed, likelihood of execution and settlement, size and any other consideration relevant to order execution (the ‘Execution Factors’):

- the characteristics of the Client including his/her classification as Retail , Professional or Elective Professional
- the characteristics of the Client’s Order
- the characteristics of the financial instruments that are the subject of that order
- the characteristics of the execution venues to which that order can be directed.

5.2 For Retail Clients, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, which shall include all expenses incurred by the Client which are directly related to the execution of the order, including execution venue fees, clearing and settlement fees.

The Company determines the relative importance it assigns, in accordance with the abovementioned criteria, to the Best Execution Factors by using its commercial judgment and experience in light of the information available on the market and taking into account the remarks included in paragraph 6. The Company assigns the following importance level to the Best Execution Factors:

<b>FACTOR</b>	<b>IMPORTANCE LEVEL</b>	<b>REMARKS</b>
Price	High	We give strong emphasis on the quality and level of the price data that we receive from external sources in order to provide our Clients with competitive price quotes.
Costs	High	We take all sufficient steps to keep the costs of your transactions as low and competitive, to the extent possible.
Speed of Execution	High	Execution speed and the opportunity for price improvement are critical to

		every trader and we repeatedly monitor this factor to ensure we maintain our high execution standards
Likelihood of Execution	Medium	Even though we reserve the right to decline a Client order we aim to execute all Client Orders, to the extent possible.
Likelihood of Settlement	Low	See relevant description in Best Execution Factors (See Section 3 for CFDs).
Size of Order	Low	See relevant description in Best Execution Factors (Section 3 for CFDs).
Market Impact	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).

Where the Company executes an order on behalf of a Retail Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, which shall include all expenses incurred by the Client which are directly related to the execution of the Order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the Order.

For the purposes of delivering best execution where there is more than one competing Execution Venue to execute an Order, in order to assess and compare the results for the Client that would be achieved by executing the Order on each of the execution venue that is capable of executing that Order, the Company's own commissions and costs for executing the order on each of the eligible execution venue shall be taken into account in that assessment. The Company shall not structure or charge commissions in such a way as to discriminate unfairly between execution venues.

**Client's Specific Instruction**

Whenever there is a specific instruction from or on behalf of a Client (e.g. fills in the required parts on the Company's trading platform when placing an Order), relating to the Order or the specific aspect of the Order the Company shall arrange - to the extent possible - for the execution of the Client Order strictly in accordance with the specific instruction.

WARNING: It is noted that any specific instructions from a Client may prevent the Company from taking the steps that it has designed and implemented in this Policy to obtain the best possible result for the execution of those Orders in respect of the elements covered by those instructions. However, it shall be considered that the Company satisfies its obligation to take all sufficient steps to obtain the best possible result for the Client. Trading rules for specific markets or market conditions may prevent the Company from following certain of the Client's instructions.

## 6. Best Execution Factors

6.1 The Company shall take all reasonable steps to obtain the best possible result for its Clients taking into account the following factors when dealing with Clients' orders against the Company's quoted prices. The Company considers price and costs as the most important execution factors, followed by speed, likelihood of execution and settlement, size and nature, and market impact. Where the Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order. For determining the relative importance of the execution factors, the following criteria are taken into account:

- The characteristics of the Client order;
- The characteristics of the Client including the categorization of the Client as Retail or Professional;
- The characteristics of Financial Instruments that are the subject of that order;

The characteristics of the Execution Venues to which that order can be directed.

The Company considers price and costs as the most important execution factors, followed by speed, likelihood of execution and settlement, size and nature, and market impact. The relative importance attached to these execution factors does not differ across the asset classes traded by the Company.

The relative importance attached to these execution factors does not differ across the asset classes traded by the Company:

### 6.1.1 Price:

**Bid - Ask Spread:** For any given Financial Instrument, the Company will quote two prices: the higher price (ASK) at which the client can buy (go long) that Financial Instrument, and the lower price (BID) at which the client can sell (go short) that Financial Instrument; collectively they are referred to as the Firm's price. The difference between the lower and the higher price of a given Financial Instrument is the spread.

**Company's Prices:** The Company will quote to Clients the prices provided by the Execution Venue (see Section 7 below). The Execution Venue calculates and provides its own tradable prices for a given CFD by reference to the prices of the relevant underlying asset, which the Execution Venue obtains from third party reputable external reference sources (i.e. price feeders). The Company's prices can be found on the Company's trading platforms. The Company updates its prices as frequently as the limitations of technology and communications links allow.



The main way in which the Company will ensure that the Client receives the best price will be to ensure that the calculation of the bid/ask spread is made with reference and compared to a range of underlying price providers and data sources. The Company reviews regularly or at least once a year its Execution Venue to ensure that relevant and competitive pricing is offered. Despite the fact that the Company takes every sufficient step to obtain the best possible result for its Clients, it does not guarantee that when executing an Order its price will be more favourable than one which might be available elsewhere.

#### 6.1.2 Orders:

Such orders as Buy Limit, Buy Stop and Stop Loss/ Take Profit for opened short positions are executed as ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss/Take Profit for opened long position are executed at BID price. All orders once triggered are executed as Market Orders at the best available price.

The Company's price for a given CFD is calculated by reference to the price of the relevant underlying asset, which the Company obtains from third party external reference sources. The Company's prices can be found on the Company's website at ([www.investing24.com](http://www.investing24.com)) or in the MT4 Trading Platform . The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company reviews its third-party external reference sources from time to time to ensure that the data obtained continues to remain competitive. The Company will not quote any price outside the Company's operations time therefore no orders can be placed by the Client during that time. Certain ex-ante and ex-post quality checks are conducted by the Company to ensure that prices obtained and subsequently passed on to Clients remain competitive. Such checks include, but not limited to, reviewing system settings/parameters, comparing prices with reputable price sources, ensuring symmetry of spread and checking the speed of price updating.

If the price reaches an Order set by the Client such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, then these Orders are automatically executed. However, under certain trading conditions it may be impossible to execute Orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price. In this case, the Company has the right to execute the Order at the first available price. This may occur, for example, at times of rapid price fluctuations if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or this may occur at the opening of trading sessions. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given CFD, is specified in the Client Agreement and/or MT4 Trading Platform and/or the Company's website at ([www.investing24.com](http://www.investing24.com)).

#### 6.1.3 Costs:

For opening a position in some types of CFDs the Client may be required to pay commission or financing fees, the amount of which is disclosed on the Company's website.

The Client is charged a spread (liquidity quoted prices plus a mark-up) and may be requiring paying swaps (overnight interest rate) or commission, if applicable, in some financial instruments depending on the account type. Commissions and Swaps are not incorporated into the firm's quoted prices and are charged separately. A detailed information regarding costs is provided in the 'Costs, Fees and Charges' section of the Company's Terms and Conditions.

- Swaps are charged in the form of points (pips) or monetary terms depending on the financial instrument, which are based on market interest rates, which may vary from time to time. The Company has the right to change the swap rates at any given time without any notice.

In the case of financing fees, the value of opened positions in some types of CFDs is increased or reduced by a daily financing fee “swap rate” throughout the life of the CFD (i.e., until the position is closed). Financing fees are based on prevailing market interest rates, which may vary over time. Details of daily financing fees applied are available on the Company’s website.

- Commissions may be charged in the form of a percentage of the overall value of the trade or as fixed amounts. More information on commissions can be found on the Company’s website.

For all types of CFDs that the Company offers, the commission and financing fees are not incorporated into the Company’s quoted prices and are instead charged explicitly to the Client’s account.

In addition, where the Company transmits orders for execution to another third party, the Client may be required to pay additional costs (whether Execution Venue fees or other fees paid to a third party involved in the transaction), the amount of which is disclosed on the Company’s website.

Note that the Company nevertheless may obtain a commission/inducement from its Liquidity Provider in consideration for the transmission of Clients Orders for execution to the Liquidity Provider. The Client has the right to contact the Company for more clarifications in relation to these commissions.

Should the Company at any period of time decide not to charge such costs, it shall not be construed as a waiver of its rights to apply them in the future, with prior notice to the Client as explained in the Client Agreement found on the Company’s website. Such notice may be sent personally to the Client and/or posted on the Company’s website.

#### 6.1.4 Speed of Execution:

The Company acts as a principal on the Client’s behalf; therefore, the Firm’s Execution and strives to offer high speed of execution within the limitations of technology and communications links. For instance, in cases where Clients are using a wireless connection or a dial up connection or any other communication link that can cause a poor internet connection then this may cause unstable connectivity with the Company’s trading platform resulting to the Client placing his Orders at a delay and hence the Orders to be executed at better or worst prevailing price offered by the Company.

#### 6.1.5 Likelihood of Execution:

The Company acts as a principal on the Client’s behalf; As the Company received direct liquidity from the markets, the execution may be more difficult. Therefore, the likelihood of execution depends on the availability of prices of other market makers / financial institutions (Execution Venues). This means that likelihood of execution depends on the availability of prices of other market makers / financial institutions. Although the Company arranges for the execution of all orders placed by the Clients, it reserves the right to decline an order of any type or to execute the order at the best available price. In some cases it may not be possible to arrange an order for execution, for example, but not limited to, in the following cases: during major news times, trading session start moments, volatile markets where prices may move significantly up or down and away from declared prices, where there is rapid price movement, where there is insufficient liquidity for the execution of the specific volume at the declared price, a force majeure event has occurred.

If the Company is unable to proceed with an Order with regard to price or size, or other reason, the Order will be either rejected or partially filled.

In addition, the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any Order or Request or Instruction of the Client in circumstances explained in the Client Agreement/General Terms and Conditions. Without prejudice to General Terms & Conditions (GTC), the Company has the right

to close at market prices and or limit the size of Client Open Positions and to refuse new Client Orders to establish new positions in any of the following cases:

- (a) The Company considers that there are abnormal trading conditions.
- (b) The value of Client collateral falls below the minimum margin requirement.
- (c) At any time, equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.
- (d) In case of fraud or Abusive Trading of the Client.
- (e) The system of the Company rejects the Order due to trading limits imposed on the Account.
- (f) When the Margin Level reaches the Stop Out Level (ratio of Equity to Margin in the Client Account), the Client positions will start closing automatically at market prices starting with the most losing Order and the Company has the right to refuse a new Orders. Stop Out level is available on the Company's Website and/or the MT4 Trading Platform.
- (g) When the Client is holding a position Open on Future after the official expiry date. Where the Company may transmit orders for execution to a third party (another Execution Venue), the likelihood of execution depends on the pricing and available liquidity of such other third party.

To improve speed and likelihood of execution the Company carries out certain ex-ante and ex-post quality checks. Such checks include, but are not limited to, symmetric slippage checks, number of trades to slippage and comparing our average speed of execution with industry standards.

If the price reaches an order such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, these orders are instantly executed. However, under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price. In this case, the Company has the right to execute the order at the first available price. This may occur, for example, at times of rapid price fluctuations if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or this may occur at the opening of trading sessions. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given CFD, is specified under your Trading Agreement.

#### 6.1.6 Likelihood of Settlement:

The Company shall proceed to a settlement of all transactions upon execution of such transactions. The Financial Instruments of CFDs offered by the Company do not involve the physical delivery of the underlying asset, so they are not settled physically as there would be for example if the Client had bought shares. All CFDs are cash settled.

#### 6.1.7 Size of Order:

The size of an Order is expressed in lots. The minimum and the maximum order size may depend on the account type and/or asset class and/or particular financial instrument. The Company reserves the right to alter the minimum and/or maximum order size at any given time. A detailed information regarding available order sizes can be found on the Company's Website. If the Client wished to execute a large size order, in some cases the price may become less favorable. The Company reserves the right to decline an Order in case the size of the Order is large and cannot be filled by the Company or for any other reason as explained in the Client Agreement found at <https://investing24.com/legal-documents> .

#### 6.1.8 Market impact:

Some factors may rapidly affect the price of the Underlying instruments/products from which the Company's quoted price is derived and may also affect other factors listed herein. The Company will take all sufficient steps to obtain the best possible result for its Clients. The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. Nevertheless, whenever there is a specific instruction from the Client, the Company shall make sure that the Client's order shall be executed following the specific instruction.

#### 6.1.9 Market Order(s):

A Market Order is an Order to buy or sell a CFD as promptly as possible at the prevailing market price. Execution of this Order results in opening a trade position. CFDs are bought at ASK price and sold at BID price. Stop Loss and Take Profit Orders can be attached to a Market Order. Market Orders are offered for all type of accounts.

##### Nature of the Order:

The nature of an Order may affect the execution of that particular Order. The client is given the option to place with the Company on its trading Platform his Orders.

The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. Nevertheless, whenever there is a specific instruction from the Client, the Company shall make sure that the Client's order shall be executed following the specific instruction.

#### 6.1.10 Pending Order(s):

This is an Order to buy or sell a CFD in the future at the best available price once a certain price is reached. The Company offers the following types of Pending Orders: Buy Limit, Buy Stop, Sell Limit or Sell Stop Orders to trading accounts for CFDs.

A Pending order is an Order that allows the user to buy or sell a CFD at a pre-defined price in the future. These Pending Orders are executed once the price reaches the requested level. However, it is noted that under certain trading conditions it may be impossible to execute these Orders at the Client's requested price. In this case, the Company has the right to execute the Order at the first available price. This may occur, for example, at times of rapid price fluctuations of the price, rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions.

It is noted that Stop Loss and Take Profit may be attached to a Pending Order. Also, pending orders are good till cancel. Pending Orders are offered for all types of accounts

#### 6.1.11 Take Profit

Take Profit Order is intended for gaining the profit when the CFD's price has reached a certain level. Execution of this Order results in complete closing of the whole position. It is always connected to an open market or a pending Order. Under this type of order, the Company's trading platform checks long positions with Bid price for meeting of this order provisions (order is always set above the current Bid price), and it does with Ask price for short positions (the order is always set below the current Ask price).

#### 6.1.12 Re-quotes

In some cases, the Company may be providing a secondary quote to the Client after an Order has been submitted; the Client must agree to this re-quote before the order is executed. The Company shall provide re-quotes if the requested price of the Client is not available at the specific time of execution. The secondary price provided to the Client is the next available price received by the Company from its price feeders.

#### 6.1.13 Stop Loss

Stop Loss Order is used for minimizing of losses if the CFD's price has started to move in an unprofitable direction. If the CFD's price reaches this stop loss level, the whole position will be closed automatically. Such Orders are always connected to an open, market or a pending order. Under this type of orders, the Company's trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set below the current Bid price), and it does with Ask price for short positions (the order is always set above the current Ask price).

### Slippage

You are warned that Slippage may occur when trading in CFDs. This is the situation when at the time that an Order is presented for execution, the specific price showed to the Client may not be available; therefore the Order will be executed close to or a number of pips away from the Client's requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is actually executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Please be advised that Slippage is a normal element when trading in CFDs. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order at a specific price impossible to execute. In other words, your Orders may not be executed at declared prices.

Slippage may appear in all types of accounts we offer. It is noted that Slippage can occur also during Stop Loss, Take Profit and other types of Orders. We do not guarantee the execution of your Orders at the price specified. However, we confirm that your Order will be executed at the next best available price from the price you have specified under your Order.

#### 6.1.14 Other factors – low rank:

- With regard to the retail client, the best result is determined in general, taking into account the price and costs associated with the execution of the Order, covering all expenses incurred by the Client in direct connection with the execution of such an Order.
- The Company immediately notifies the Client about all circumstances that prevent the execution of the Order.
- The Company mainly relies on its counterparties (liquidity providers) to execute Client Orders.

6.1.15 **Orders’ time of execution:**

- The Company executes Clients’ Orders in the sequence they are received, unless something different results from Agreement, the conditions of an Order specified by the Client, character of an Order or if such sequence of Order’s execution is not in Client’s interest. In the period when market opens standard times of Order’s executions as set out below do not apply.
- An Open Position on CFD shall be closed without Client’s consent after 365 days from the date of opening the position unless:
  - (a) the Client closes the position;
  - (b) the Company exercises the right to close Client’s Transaction beforehand in situations specified in the Client Agreement.

## 7. Execution Venues

7.1 Execution Venues are the entities with which the orders are placed or to which the Company transmits orders for execution. For the purposes of orders in the various financial instruments offered, the Company acts as a principal; The transactions entered by the Client in financial instruments with the Firm are not undertaken on a recognized exchange or an MTF (Multilateral Trading Facility), rather they are undertaken over the counter (OTC) through the Company’s Trading Platform and, accordingly, they may expose the Client to greater risks than regulated exchange transactions.

7.2 Depending on the type of account you have with the Company, either the Company or a third-party liquidity provider will be the Execution Venue for the execution of Client orders.

No.	Execution Venue	Venue Characteristics	Services
1.	VELOCITY	PRIME BROKER	FX, Equity Indices, Shares, Commodities
2.	FXNET LIMITED	PRIME BROKER	FX, Equity Indices, Shares, Commodities

7.3 The Company evaluates and selects the Execution Venues based on a number of criteria including such as (but not limited to) the following:

- (a) the regulatory status of the institution
- (b) the ability to deal with large volume of Orders
- (c) the speed of execution
- (d) the competitiveness of commission rates and spreads
- (e) Pricing frequency – how many ticks per second does the Liquidity Provider provide
- (f) If dealing back-to-back symmetry of slippage should be evaluated in detail for every order type
- (g) If dealing back-to-back is the overall cost (i.e., total consideration paid by Clients) competitive compared to the industry
- (h) the reputation of the institution
- (i) the ease of doing business

- (i) the legal terms of the business relationship
  - (k) the financial status of the institution
  - (l) various qualitative criteria such as clearing schemes, circuit breakers and scheduled actions.
- 7.4 The Company places different relative importance on each of the criteria mentioned above by using its commercial judgment and experience in the light of the information available on the market.
- 7.5 The Company selects to work with those third-party venues that enable the Company to obtain on a consistent basis the best possible result for the execution of Clients orders. Where there is only one possible Execution Venue, best execution is achieved by execution on that venue. Best execution is a process, which considers various factors, not an outcome. This means that, when the Company is executing an order for a Client, the Company must execute it in accordance with its execution policy.
- 7.6 The Company does not guarantee that the exact price requested will be obtained in all circumstances and, in any event, the factors may lead to a different result in a particular transaction.

The Client acknowledges that the transactions entered in Financial Instruments with the Company are not undertaken on a recognized exchange/regulated market, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions/Orders.

The Company, before deciding which Execution Venues to use for Client orders, it compares different Liquidity Providers and performs due diligence of them. Some of the parameters that the Company evaluates, include the following:

- Pricing frequency – how many ticks per second does the Liquidity Provider provide.
- Speed of communication/execution – How fast are the prices received/orders executed.
- Occurrence of price freezes and frequency.
- Depth of liquidity – What is the liquidity provided by the Liquidity Provider.
- If dealing back-to-back is the overall cost (i.e. total consideration paid by Clients) competitive compared to the industry.
- If dealing back-to-back symmetry of slippage should be evaluated in detail for every order type.

In general, the Company places great significance on the choice of its Liquidity Providers as it strives to offer, on a consistent basis, best execution to its Clients. The Company randomly selects a sufficiently large sample of trades to ensure, with a high statistical confidence level, that it constantly obtains and will obtain the best possible results for the Clients. This is verified by selecting samples from different periods of time, for different instruments and different types of CFDs. Also, the sample checks include trades under irregular market events.

## **Execution on Client Orders**

The Company shall satisfy the following conditions when carrying out Client Orders:

- ensures that Orders executed on behalf of Clients are promptly and accurately recorded and allocated;
- carries out otherwise comparable Client Orders sequentially and promptly unless the characteristics of the Order or prevailing market conditions make this impracticable, or the interests of the Client require otherwise;
- informs a Retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty

## **8. Execution Risk**

8.1 The Client shall be aware of the following execution risks:

### **8.1.1 Market Volatility:**

There may be significant market movement after a news announcement or economic event or between the close and re-opening of a market which will have a significant impact on the execution of an order. Clients should be aware of the following risks associated with volatile markets, especially at or near the close of the standard trading session:

- An order may be executed at a substantially different price from the quoted bid or offer.
- Executed or may be executed in several shapes at different prices.
- Opening prices may differ significantly from the previous day's close.

### **8.1.2 Slippage:**

Due to fast moving markets, all type of Orders as disclosed in the General Trading Conditions section of the Agreement will be executed at prices worse or better due to Negative or Positive Slippage, although the Company will take all reasonable steps to provide Clients the best available price.

It is important to note that Slippage does not affect the Negative Balance Protection and therefore the Client will never lose more than the amount invested (including any profit, if gained), even if a slippage occurs. In addition, transactions in some currencies (e.g., RUB) or other instruments (e.g., shares, indices) which are not traded on a 24 hour basis, may experience a Market Gap on a daily basis and are therefore more susceptible to slippage.

### **8.1.3 Technical Errors:**

In some cases, delays in execution beyond the Company's control may occur as a result of technical failures or malfunctions in connection with use of the Company's Online Trading Facility or internet connectivity or processing speed for which the Company does not accept responsibility.



## 9. Monitor and Review

- 9.1 The Company will monitor the effectiveness of its order execution arrangements and this Policy and regularly verify whether the execution venues it accesses continue to provide the best possible results for orders executed on behalf of Clients. The Company will review, at least annually or when a material change occurs, both its order execution arrangements and this Policy. Material changes to this Policy will be notified through the Company's Website and be available to existing and potential Clients.
- 9.2 The Company monitors the implementation of this Policy by verifying the quality of quotations, including the marketability of quoted prices, verification of realized deviations of transaction prices from prices on the transaction platform, monitoring complaints about Orders placed by Clients, and undertaking an independent assessment of the way of Order execution as part of internal control or internal audit.

## 10. Market Hours

- 10.1 The Client may trade through his/her Trading Account from Sunday 00.00 (Cyprus Time) until Friday 00.00 (Cyprus time). During the daylight-saving hour's period, trading time will be from Sunday 23:00 (Cyprus Time) until Friday 23:00 (Cyprus Time). It should be noted that trading of certain financial instruments occurs during specific time frames, which are provided on the Company's website.

## 11. Amendments to Policy

- 11.1 The Company reserves the right to change and update the terms of this Order Execution Policy from time to time. All amended terms shall be effective five (5) calendar days after their initial posting on the Company's Website, or as of the first time that the Client accesses and or uses the Online Trading Facility after such amendments were made, whichever is sooner, unless the Company amends the Order Execution Policy to comply with legal or regulatory requirements. In the latter cases the amendments will become effective as required or ordered. It should be noted that the Company will not notify Client separately of changes, other than substantial material changes to the Policy, and Clients should therefore refer from time to time to the website of the Company for the most up to date version of the Policy.

## 12. Important Disclosures

- 12.1 The Company undertakes to review and make public on an annual basis, for each class of financial instruments, the top five execution venues in terms of trading volumes where the Client orders were executed in the preceding year and information on the quality of execution obtained, in accordance with the relevant regulatory requirements.
- 12.2 The Company will publish an annual Execution Quality Summary Statement (EQSS) which will, for each class of financial instruments, include a summary of the analysis and conclusions the Company will draw from its detailed monitoring of the quality of execution obtained on the execution venues where all Clients orders were executed in the previous year.

12.2.1 The EQSS will include:

- (a) an explanation of the relative importance the Company gave to the execution factors of price, costs, speed, likelihood of execution or any other consideration including qualitative factors when assessing the quality of execution;
- (b) a description of any close links, conflicts of interests, and common ownerships with respect to any execution venues used to execute orders;
- (c) a description of any specific arrangements with any execution venues regarding payments made or received, discounts, rebates or non-monetary benefits received;
- (d) an explanation of the factors that led to a change in the list of execution venues listed in the firm's execution policy, if such a change occurred;
- (e) an explanation of how order execution differs according to Client Categorization, where the Company treats categories of Clients differently and where it may affect the order execution arrangements;
- (f) an explanation of whether other criteria were given precedence over immediate price and cost when executing retail Client orders and how these other criteria were instrumental in delivering the best possible result in terms of the total consideration to the Client;
- (g) an explanation of how the Company has used any data or tools relating to the quality of execution, including any data published under Delegated Regulation (EU) 2017/575;
- (h) where applicable, an explanation of how the Company has used output of a consolidated tape provider established under Article 65 of Directive 2014/65/EU and under article 66 of the Commission Delegated Regulation (EU) 2017/565.

12.3 The most recent EQSS Disclosures as well as RTS 28, as applicable, can be found on the Company's website under following link:  
<https://investing24.com/legal-documents> .