

# EXECUTION OF ORDERS

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## 1 Execution of Orders

### 1.1 Introduction

- 1.1.1 As a trading firm, the Company has established this policy to attain the best results for the Clients when implementing orders, trades, and instructions.
- 1.1.2 This policy summarizes all practical steps to guarantee that the best possible execution is accomplished. This policy also aims to gain optimum results when accepting transactions on behalf of the Client. The Client agrees to the guidelines herein upon using the Company's Services.

### 1.2 Implementation

- 1.2.1 Several factors are considered for the Company to achieve the best possible results for Client orders. These factors include price charges, speed, scope, probability of execution and settlement, nature of the order, and other elements regarding the implementation of orders.
- 1.2.2 In verifying the eligible distinction of these factors, the Company will use commercial experience and decisions while also considering the classification of the Client (retail or professional). Among these, the Company will also consider the financial instruments' characteristics and the probable execution venues where the orders can be managed.
- 1.2.3 The Company considers the market price the most significant factor in achieving the best possible result. Furthermore, the Client acknowledges that there may be conditions, specific instruments, and particular markets where other factors can be considered more significant.
- 1.2.4 Refer to Implementation of Trades and Orders under the Terms & Conditions of Use for additional information regarding trades and orders.

### 1.3 Execution Venue

- 1.3.1 For every instrument the Company executes on behalf of the Client, the Company reviews various trading venues or the basis of the annually provided liquidity.
- 1.3.2 In compliance with this policy, the Company may consider the use of one or more of the following venues:
- Regulated Markets
  - Multilateral Trading Facilities
  - Systematic Internalizing
  - Third-party investment firms or affiliates
  - Entities performing similar functions



Trading with currencies, Contracts for Differences (CFDs), and other leveraged products comes with considerable exposure to risks. Additionally, market volatility may substantially affect the price or liquidity of an asset, where it is possible to sustain losses of some or all investments. Therefore, you should carefully assess your investment objectives, experience level, and risk appetite, and you should not use funds more than you are prepared to lose. Before deciding to trade, you should know and accept all the risks of trading in the financial market and seek independent advice if necessary.

- 1.3.3 The Company regularly evaluates the accessible execution venues and may provide or remove venues upon agreement to acquire optimum results regularly.
- 1.3.4 Specific financial instruments may only be executed in a single venue. In case of executing a trade or financial instruments in such a venue, the Company will assume that the best result has been delivered.
- 1.3.5 The Company uses the available price in the financial market. If the Client requests a trade or order instruction with a specific size or a limit order, the Company reserves the right to reject such order at its sole discretion.
- 1.3.6 The Company may disclose the Client's order or show the order to the relevant markets unless agreed not to on reasonable grounds. Orders may also be disclosed to the affiliates of the Company if deemed necessary.

## 2 Cancellation of Orders

### 2.1 Removal

- 2.1.1 The Client can cancel or remove his/her orders, and the Company will process the cancellation requests from the Client. However, the Client can only request the cancellation of any order if the Company has yet to act upon the respective order. For example, if the order has already been executed in the marketplace, the Company will no longer be able to cancel the order and is considered "Too Late to Cancel."
- 2.1.2 If the Client intends to change, cancel, or remove a particular order, he/she must execute the cancellation within the trading hours for each relevant market. Such information can be found on the Site for reference.
- 2.1.3 The Company holds the privilege to cancel market orders that were not executed due to insufficient volume. Therefore, such orders would not remain effective and could be canceled by the Company.
- 2.1.4 For a partially filled order, the Client can only cancel the unfilled segment or part of the order.
- 2.1.5 The Client understands canceling orders is not allowed during market posting periods (pre-open and pre-close).
- 2.1.6 The Client must access the trading platform to view or modify his/her pending orders. By accessing the Site, the Client can find a list of his/her orders and his/her options. If the Client wants to proceed with canceling his/her order, the appropriate option must be chosen. The Client will then receive a confirmation message where he/she will need to re-enter his/her password for verification purposes.
- 2.1.7 The Client is responsible for ensuring that the Company permits the request for an order cancellation. If the Client encounters any problem or difficulty when canceling an order, he/she must call the Company's Support Team immediately.
- 2.1.8 The Client can determine the expiration of his/her limit orders with the following specifications:
- Day
  - Day + Extended Hours
  - Good Until Canceled + Extended Hours
  - Extended AM
  - Extended PM



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- 2.1.9 The Client may change the expiration, modify the specifications, or delete a pending order before it gets executed. However, any order cannot be changed, canceled, or removed once it is trading in the market. If the Client must change the expiration date of his/her pending order before they are executed in the market, he/she may do so by canceling the respective order and placing a new one.
- 2.1.10 To avoid exceeding the available funds or overselling a position, the Client must ensure that his/her pending orders are ultimately canceled before placing any other orders. Therefore, all orders will be considered "Go" unless the Client's cancellation instruction is made.
- 2.1.11 The Company is entitled to cancel the Client's order if it violates any of the Terms & Conditions of Use. In addition, the Company may still cancel the Client's order that has already been executed and trading in the market if the Company recognizes a breach of the Terms & Conditions of Use.
- 2.1.12 If the Client is placed under investigation due to fraud or anti-money laundering acts, the Company holds the right to cancel the existing orders. The Company may also, at any time, cancel the Client's orders in cases of anomalous market conditions.
- 2.1.13 Cancellation of orders must be requested explicitly by the Client. The Company will not be accountable for any losses or damages that may occur if the Client fails to express his/her canceling of orders clearly.
- 2.1.14 The Company has the right to cancel any Client order for the following reasons, without limitation:
- Technological disruptions (internet and network communications)
  - As ordered by a court due to anti-fraud or anti-money laundering acts
  - Suspicious legality or authenticity of the order
  - Automatic rejection of the Company's system due to trading limits
  - Abnormal market conditions
  - If the Client has insufficient funds in his/her account
  - If the Client's balance goes below zero
- 2.1.15 The Client must ensure that the Company has granted cancellation of his/her order before proceeding with a new order. Changes and cancellation procedures must only be done during the predetermined trading hours of the Company. If the desired cancellation is accomplished during the Company's off-hours, it would not be acknowledged even after the market's opening.
- 2.1.16 It must be considered that the Client can cancel only unmatched orders. For partially filled orders, only the unfilled portion can be canceled. Therefore, the Client must always ensure that orders have been successfully canceled, even if it requires confirming with the Company's Support Team.
- 2.1.17 The Client must access the trading platform carefully to ensure that the desired action, such as cancellation of orders, is taken into place successfully. The Client must also consider that cancellation of orders is not viable when they are already trading in the market.
- 2.1.18 Login details must be protected by the Client as those details will be used to verify further actions like order cancellation.
- 2.1.19 Cancellations made at the last minute are considered too risky. Therefore, the Company must be able to process any cancellation request before it gets executed in the market.
- 2.1.20 A "Good Until Canceled" order is valid until completed or canceled by the Client. The Client is responsible for regularly checking the status of his/her orders.



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