orbex

Serving Traders Responsibly

ORDER EXECUTION POLICY

Serving Traders Responsibly

ORDER EXECUTION POLICY

I. INTRODUCTION ORBEX

Orbex Limited (the Company) is an investment firm regulated by the Cyprus Securities and Exchange Commission (CySEC) license number 124/10, following the implementation of the Markets in Financial Instruments Directive II (MiFID II) in the European Union and its transposition in Cyprus with Law 87(I)/2017. In accordance with the same Law, the Company is required to provide its customers and potential customers with its Order Execution Policy (hereinafter the "Order Execution" or "Policy").

The Company is committed to take all sufficient steps to obtain, when executing orders, the best possible result for their clients taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

In addition, these rules require Cyprus Investment Firms to put in place a relevant policy and to provide appropriate information to their customers on the Order Execution.

The Order Execution Policy forms part of the Client's agreement, as amended from time to time. The Client understands that by opening an account with the Company, the Client shall also agree to the terms of this Policy, as set out herein and as amended from time to time. In cases of ambiguity or conflict between the two documents, the Client Agreement, shall prevail.

All Clients are advised to familiarize themselves with this Policy as well as the Client Agreement and to make sure that the principles specified herein are acceptable by them. Clients are also advised to communicate with the Company, should they require any clarifications on the way that the Company executes their orders or to seek independent professional advice.

II. SCOPE OF POLICY

The Policy applies to Retail, Experienced Retail and Professional Clients (as defined in the Company's Client Categorization Policy) of the Company, in relation to financial transactions regarding Contracts for Difference («CFDs»). If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such an Eligible Counterparty.

In addition, certain professional Clients may be further categorised as "Eligible Counterparties."

This Policy sets out the Company's approach to obtain the best possible result (best execution) on behalf of Clients when executing Client orders on Financial Instruments offered by the Company.

III. GENERAL

The Company is the counterparty is the counterparty to clients' trades and transacts with clients as principal.

The company will execute an order under the following trading capacities as defined in MiFID II framework:

- Dealing Own account: a transaction where the Company may be acting purely to action its own proprietary trades or may be acting on own account with a view to filling orders received from a Client. Dealing on own account with Clients is considered as the execution of client orders, and subject to best execution obligations.
- Matched Principal: a transaction where the Company interposes itself between the buyer and the seller to the transaction in such a way that is never exposed to market risk throughout the execution of the transaction. The Company is instantly setting-off all market risk from each client's transaction affected by using Straight-Through Processing (STP) bridge with counterparties (liquidity providers) where each client's transaction is set-off.

It is up to the Company to decide which types of Financial Instruments to make available for trading. The only Financial Instruments offered by the Company are Contracts for Difference (CFDs) across a range of asset classes: FX, precious metals, commodities, indices, etc.

The Company is ensuring that those financial instruments offered are designed to meet the needs of an identified target market of end clients within the relevant category of the client (retail, experienced retail, professional, eligible counterparties), that the strategy for distribution of the financial instruments is compatible with the identified target market, and that the financial instruments are distributed to the identified target market. The Company shall ensure that the financial instruments are compatible with the needs of the client to whom the service is provided and that those are offered or recommended only when this is in the interest of the client.

The Policy sets out the procedures and methods used by the Company to ensure the fair, honest, professional, prompt and expeditious execution on terms most favorable to the Clients in relation to trading in CFDs. When receiving and transmitting orders for execution, the Company is taking all sufficient steps to act in the best interest of its Clients. The factors that contribute to achieving best execution are described below in paragraph IV.

IV. BEST EXECUTION FACTORS

The Company shall take all sufficient steps to obtain the best possible result for its Clients, taking into consideration the following factors when executing Clients' orders. The list of factors mentioned below is not exhaustive, and the order of presentation does not reflect the importance. When specific client instructions are provided to the Company, those are taken into consideration to execute an order accordingly:

Price: For any given CFD, the Company will quote two prices: the higher price (ASK) at which the customer can buy the desired CFD, and the lower price(BID) at which the customer can sell that CFD; both are referred to as the Company's price. The difference between the lower and the higher price of a given CFD is the spread. Such orders as Buy Limit, Buy Stop and Stop Loss, Take profit for opened short position are executed at ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss, Take profit for opened long position are executed at BID 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 or trading platforms. The Company updates its prices as frequently as the limitations of technology and communications allow. The Company reviews its third-party external reference sources at least daily to ensure that the data obtained continues to remain competitive. The Company will not quote any price outside the Company's operations time.

For the ECN model, prices are obtained directly from well-known brokers and banks through an electronic execution system. The Company's execution system will automatically aggregate all available liquidity and will provide to Clients the best possible prices available.

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. But under certain trading conditions, it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) at the declared customers 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 Contract Specifications on company`s website.

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

Commissions may be charged either in the form of a percentage of the overall value of the trade or as a fixed amount.

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 contract. Financing fees are based on prevailing market interest rates, which may vary over time. Details of daily financing fees are available on the Company's website.

Commissions are charged, under the ECN model, either in the form of a percentage of the overall value of the trade or as fixed amounts. Details of commissions fees applied are available 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' quoted price and are instead charged explicitly to the customer account.

Speed of Execution: In both cases where the Company acts either as principal or as agent, the Company places a significant importance when executing customer's orders and strives to offer high speed of execution within the limitations of technology and communications links at all times.
The customer may give instructions by telephone. Clients are responsible for the security of their access data. If the customer undertakes transactions on an electronic system (trading platform), s/he will be exposed to risks associated with the system, including the failure of hardware and software (Internet / servers). The result of any system failure may be that the order is either not executed according to instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.

Likelihood of Execution: As it is explained in the Execution Venue section of this Policy, the Company in some cases may act as principal whereby it will be the Execution Venue for the execution of the customer's orders for the financial instrument of CFDs.

In other cases, the Company may act as agent whereby some other financial institution (to be disclosed to the customer) will be the Execution Venue, in which case execution may be more difficult. In addition, the Company whether it acts as a principal or agent, reserves the right to decline an order of any type or to offer the customer a new price for "market order".

If the Company is acting as an agent, likelihood of execution depends on the availability of prices of other market makers/financial institutions.

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 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, or a force majeure event has occurred. In the event that the Company is unable to proceed with an order with regard to price or size or other reason, the order will not be executed. 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.

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.

For the ECN model 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.

Likelihood of settlement: The Company shall proceed to a settlement of all transaction upon execution of such transactions whether it is acting as agent or principal.

The Financial Instruments offered by the Company do not involve the delivery of the underlying asset, so there is no settlement as there would be for example if the Client had bought shares.

Size of order: The minimum size of an order is different for each type of account. A lot is a unit measuring the transaction amount and it is different for each type of CFD.

The value of minimum size for *all* Instruments is 0.01* financial instrument.

It is noted that the Company may limit the maximum volume of the single transaction. The actual maximum volume of the single transaction is different for each type of account. In addition, the Company reserves the right to decline an order as explained in the agreement entered with the customer.

Please refer to the Company's website for the value of the maximum volume of the single transaction.

Market Impact: Some factors may rapidly affect the price of the underlying instruments from which the Company's quoted price is derived and may also affect the rest of the factors herein. The Company will take all sufficient steps to obtain the best possible result for its customers.

Whenever there is a specific instruction from the customer the Company shall make sure that the customer's order shall be executed following the specific instruction. In the case where the Client provides specific instructions on full or partial execution of the Client's order, that order shall be transmitted for execution in accordance with such instructions and the Company, in doing so, it will have complied with its obligations to provide the best possible results to the extent that those instructions are followed.

The Company warns its Clients that any specific instructions from them may prevent the Company from taking the steps that it has designed and implemented to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions. The Company shall accommodate those instructions to the extent that it is able to, therefore, in the event of additional charges, the Client will be charged accordingly.

Total Consideration: Total consideration is defined as the sum of the price and the costs incurred by the Client. It refers to the price of the financial instrument and the costs relating to execution, including all expenses incurred by the client which are directly relating 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.

V.BEST EXECUTION CRITERIA

The Company will decide the relative importance of 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 criteria described below:

A. The characteristics of financial instruments that are the subject of that order;

B. The characteristics of the customer order, including where the order involves a securities financing transaction (SFT);

C. The characteristics of the customer including the categorization of the customer as retail experienced retail or professional;

D. The characteristics of the execution venues to which that order can be directed.

Price of financial instrument	**High Importance**
Transaction costs	**High Importance**
Speed of execution	**High Importance**
Likelihood of Execution and Settlement	**Medium Importance**
Size and nature of the order	**High Importance**
Market Impact	**Medium Importance**

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

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.

For retail and experienced retail clients, the best possible result shall be determined in terms of the total consideration, as mentioned above.

Furthermore, the clients are warned that Slippage may occur when trading in Financial Instruments. 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 financial instruments. 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 Pending 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 pending order.

Also, 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. It is noted that re-quotes are not applicable for ECN accounts.

I. Market Order(s):

A Market Order is an order to buy or sell a CFD at the current price. Execution of this order results in opening a 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. Once a Market order is instructed by a Client, this action cannot be undone

II. Pending Order(s):

The Company may offer the following types of Pending Orders: Buy Limit, Buy Stop, Sell Limit or Sell Stop Orders to Client Accounts used to receive and transmit Client orders in CFDs for execution to another entity (known as STP). A Pending Order is an order that allows the Client 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 best 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 cancelled.

III. Take Profit:

Take Profit Order is intended for gaining the profit when the CFD 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 Position or a Pending Order. The order can be requested only together with a market or a pending order. Under this type of order, the Company's Platform checks long positions with Bid price for meeting of this order provisions (the 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.

IV. Stop Loss:

This order is used for minimising of losses if the CFD price has started to move in an unprofitable direction. If the CFD price reaches this level, the whole position will be closed automatically. Such orders are always connected to an Open Position or a Pending Order. They can be requested only together with a Market or a Pending Order. Under this type of orders, the Company's 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)

VI. EXECUTION VENUES

Execution Venues are the entities with which the orders are placed and executed. For the purposes of orders for the financial instrument of CFDs, depending on the Clients account type, for ECN accounts the Company will act as an agent (therefore some third financial institution(s) will be the Execution Venue, currently via DIVISA CAPITAL, ISPRIME and GBE BROKERS).

Under Standard Accounts (NON-ECN), the Company always act as the dealer and is the sole counterparty to any Clients orders places. And therefore, shall be considered as the Execution Venue for client's orders.

Under ECN accounts, prices are obtained directly from reputable brokers and banks through an electronic execution system. The Company's execution system will automatically aggregate all available liquidity and will provide to Clients the best possible prices available. Under this model, a third-party liquidity provider(s) or the Company may act as the Execution Venue for the execution of Client orders. The Company reserves the right to change its Execution Venues at its own discretion.

The Company will take sufficient measures to ensure that it will not be receiving any remuneration, discount or non-monetary benefit for routing Client orders to a particular trading venue or execution venue, without the consideration of the above factors, which might potentially infringe the requirements in relation to best execution, conflicts of interest or inducements.

The Company applies a formalized process for the selection of an execution venue or broker through the application of appropriate due diligence and consideration of a number of factors in order to ensure that they are able to consistently provide Clients the best possible result.

Selection Process of Execution Venues (liquidity providers)
The selection of an execution venue is primarily based on the following factors which encompasses both quantitative and qualitative factors:

- Availability of best pricing for a specific financial instrument and liquidity of the execution venue;
- Cost of clearing and settlement;
- Speed and likelihood of execution (e.g. fill rates);
- Size;
- Reliability of the execution venue and/or broker in terms of reputation and good standing (e.g. creditworthiness, sanctions from regulators, etc.);
- Quality of execution and service, both historical and current, based on the review performed;
- Transparency of price formation process (pre-trade);

- Continuity of trading;
- Technological infrastructure and capabilities of the execution venue;
- Circuit breakers;
- Quality of any related clearing and settlement facilities;
- Responsiveness to any requests/complaints and willingness to correct such errors;
- Financial solvency of the entity; and
- Any other relevant factor.

The contractual arrangements with Company's liquidity providers are solely with EEA regulated entities or with duly authorized and regulated entities domiciled in a third country for which there is an equivalence decision for the purposes of Regulation (EU) No 575/2013, regarding the type of entity they are collaborating with or in G20 member country.

Assessment of Execution Venues

The Company will undertake regular assessments of its execution venues as well as the execution quality provided in order to determine whether existing venues (upper brokers) included in the Policy continue to provide the best possible result for Clients, and to review the suitability of new execution venues. The assessment will take into consideration information as well as the criteria mentioned above.

The Company's operation time for the trading of CFDs, is round – the – clock from 23:00a.m. to 23:00 p.m. Central European Time, Monday to Friday, except the 25th of December, and the 1st of January. During Day light Savings Time, our operation and server time is adjusted according to the New York time (EST). Other holidays will be announced on the Company website or through the internal mail of the Electronic Trading System at least 5 working days prior.

The client acknowledges that the transactions entered in CFDs with the Company are not executed on a Trading Venue (Regulated market, Multilateral Trading Facility and Organized Trading Facility), rather they are executed by the Company over the counter (OTC) through its electronic trading platform, and as such, they may expose the client to greater risks than regulated exchange transactions. Therefore, the Company may not transmit an order for execution, or it may change the opening (closing) price of an order in case of any technical failure of the trading platform or quote feeds.

VII. EXECUTION OF CLIENTS ORDERS

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

I. ensures that orders executed on behalf of Clients are promptly and accurately recorded and allocated;
II. 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;
III. informs a retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

VIII. CLIENT'S CONSENT

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 him.

X. AMENDMENT OF THE POLICY AND ADDITIONAL INFORMATION

The Company will monitor the effectiveness of its order execution arrangements and this Policy at least annually and whenever there is a material change that affects the Company's ability to obtain Best Execution for Clients. Additionally, the Company will regularly assess whether or not the Execution Venues it accesses continue to provide the best possible results for orders it executes. The Company will also publish the quality of execution reports quarterly.

The Company will review, at least annually or when a material change occurs, both its order execution arrangements and this Policy. The Company will notify Clients and potential Clients of any material changes to the Policy through the Company's website and will be available to actual and potential Clients.

A material change shall be a significant event that could impact parameters of best execution such as cost, price, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

The Company will be able to check the fairness of the price proposed to the Client, by gathering market data used in the estimation of the price of such product and when possible by comparing with similar or comparable products. The Company will also be able to demonstrate, upon request, that the Client's order was executed in accordance with this Policy.

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate according to the terms of the Client Agreement between the Client and the Company.

Clients wishing to submit a complaint are advised to read the Company's Complaint Handling Process available on Company's website.

For more information, please visit www.orbex.com.cy or contact us at info@orbex.com.cy

Orbex Limited is licensed by the "CYSEC" "license No.124/10"

No. 6, 82nd Street, Ground Floor, 4153 Kato Polemidia, Limassol, Cyprus

+357 25588855 +357 25588853 info@orbex.com.cy www.orbex.com.cy