ORDER EXECUTION POLICY

Introduction

Following the implementation of the Markets in Financial Instruments Directive 2014/65/EU ("MiFID II") and in accordance to the provisions of the Investment Services and Activities and Regulated Markets Law of 2017 (the "Law") of the Cyprus Securities and Exchange Commission ("CySEC"), TF Global Markets (Europe) Ltd (hereinafter, the "Company" or "ThinkMarkets") is required to establish an Order Execution Policy (the "Policy") and take all reasonable steps to obtain the best possible result ("Best Execution") on behalf of its Clients.

Under the above legislation, the Company is required to take all sufficient steps to act in the best interest of the Client when receiving and transmitting orders for execution and when providing the investment service of Portfolio Management, and to take all sufficient steps to obtain the best possible result (or "best execution") for its Clients when executing client orders. In addition, these rules require Cyprus Investment Firms to put in place a relevant Policy and to provide appropriate information to their Clients on the Order Execution and Best Interest Policy.

The Terms and Conditions must be read carefully by all Clients and prospective Clients as they contain important information on Client requests and instructions, opening positions, closing positions, orders, stop Outs etc.

For further details in relation to the Company's most recent execution quality data report, please refer to the relevant section on the website here.

Scope

The Policy of the Company applies to both Retail and Professional Clients, to all the investment services offered by the Company with respect to the financial instruments as per its licence. The Company executes orders in relation to one or more finical instruments mainly in CFDs on Foreign Exchange, Commodities, Equities, Cryptocurrencies and Indices. For more information on the contract specifications please visit the Company's website here.

The Company's Best Execution obligations do not extend to Eligible Counterparties as per the provisions of Article 30(1) of MiFID II.

Best Execution Factors

The Company shall take all reasonable steps to obtain the best possible results for its Clients taking into account the following factors when receiving transmitting and executing Clients' orders and obtain the best possible results for Client taking into account the following factors when dealing with Clients' orders: price, cost, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order.

a. Price: For any given CFD, the Company will quote two prices: the higher price (ASK) at which the Client can buy (go long) that CFD, and the lower price (BID) at which the Client can sell (go short) that CFD. Collectively, the ASK and BID prices 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 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 (see execution venue below) 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 such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, these orders are executed at the first available market price. 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 on the Company Website.

b. Costs: For opening a position in some types of CFDs the Client may be required to pay commission, spread or financing fees as applicable, 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 fixed amounts. The value of opened positions in some types of CFDs is increased or reduced by a daily swap rate throughout the life of the contract. Swap rates are based on prevailing market interest rates, which may vary over time.
   Spreads and Swap rates, appear in the Contract Specifications on our Website and/or Platform. Any additional Company fees (such as account maintenance fees or inactivity fees) also appear on the Website and/or Platform.

For all types of CFDs that the Company offers on specific servers, the commission and financing fees are not incorporated into the Company's quoted price and are instead charged explicitly to the Client account. Please refer to the Company's website for more information.

c. Speed of Execution: The Company places a significant importance when executing Client's orders and strives to offer high speed of execution within the limitations of technology and communications links, at all times.

   It is clarified that when the Company receives and transmits a Client Order for execution to a third party (another Execution Venue), then the execution will also depend on that third party.

   Speed of Execution can be affected by factors which may include poor internet connection, or any other link to the Company's servers and platforms which may affect execution of the Client's orders. For example, the Client's order might be delayed to be received by the Company's platform and thus it may affect the price of execution.

d. Likelihood of Execution: In some case it may not be possible to arrange an Order for execution, for example but not limited in the following cases: during news times, trading session start moments, during 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.

   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 or will be executed only partially. 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.

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

   The Client is responsible for the security of his Access Data. If the Client undertakes transactions on an electronic system (Trading Platform), 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 his order is either not executed according to his instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.

e. Likelihood of settlement: The Company shall proceed to a settlement of all transactions upon execution of such transactions. The Company strives to provide its Clients with the fastest execution in the best available prices. Nonetheless, the volatility in the market may affect the price, speed and volume. Therefore trading during volatile conditions where important news and data releases are made is incredibly risky and therefore the best execution criteria might not apply. Therefore, the execution pricing will always be provided at the first available price.

   The Financial Instruments (i.e. CFDs) 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.

f. Size of order: The actual 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.

   Please refer to the Company's website for the value of minimum size of an order and each lot for a given CFD type. 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. The Company reserves the right to decline an order as explained in the agreement entered with the Client. Please refer to the Company's website for the value of the maximum volume of the single transaction.

g. Nature of orders: The particular characterizing of an order can affect the execution of the Client's order. The following types of orders can be placed:
   a. Market Order: An order for a trade to be executed at the best available price.
   b. Instant Order: An execution method where the order is executed to the most recently available price. In instant execution if the requested price is not available, the current available price will be sent to the Client to confirm execution (requote).
   c. Limit Order: An order to execute a trade at a specific price or a better one.
   d. Stop Order: A stop order placed to buy/sell a security/currency when a certain price is reached. These orders are placed to limit loss on a position.

h. 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 that specific instruction. The quality of execution, which includes aspects such as the speed and likelihood of execution such as fill rate), and the availability and incidence of price improvement, is an important factor in the delivery of best execution.

Best Execution Criteria

The Company will determine the relative importance of the above Best Execution Factors by using its commercial judgment and experience in the light of the information available on the market and taking into account:

(a) The characteristics of the Client order.
(b) The characteristics of financial instruments that are the subject of that order.
(c) The characteristics of the execution venue to which that order is directed.
(d) The Characteristics of the client, including its categorization as Retail or Professional.

In view of the above, the Company assigns the following importance level for the above Best Execution Factors:

Factor	Importance Level	Remarks
Price	High	The Company gives strong emphasis on the quality and level of the price data received from external sources in order to provide its Clients with competitive price quotes. The Company does not however guarantee that the quoted prices will be at a price which is as good, or better, than one might have been available elsewhere.
Costs	High	The Company takes all sufficient steps to keep the costs of the Client transactions as low and competitive, to the extent possible. Additional costs might be charged by the Company's Liquidity Providers.
Speed of Execution	High	Execution speed and the opportunity for price improvement are critical to every trader and therefore the Company repeatedly monitors these factors to ensure that it maintains high execution standards.
Likelihood of Execution	High	Even though the Company reserves the right to decline a Client order, the Company aims to execute all Clients' orders, to the extent possible.
Likelihood of settlement	Medium	See relevant description in Best Execution Factors above
Size of order	Medium	See relevant description in Best Execution Factors above
Nature of order	Medium	See relevant description in Best Execution Factors above
Market Impact	Medium	See relevant description in Best Execution Factors above

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 and any other fees paid to third parties involved in the execution of the order.

It should be noted that the Company does not receive any remuneration, discount or non-monetary benefit for routing Client orders to a particular trading venue or execution venue which would infringe the requirements on conflicts of interest or inducements.

Warning: Please note that when you provide specific instructions on executing an order, this 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 these orders in respect of the elements covered by those instructions.

Execution Venues

Execution Venues are the entities with which the orders are placed. For the purpose of transmitting orders for execution, the Company acts as an agent on behalf of the Client. A list of the Execution Venues and intermediaries (third party brokers) used by the Company for the execution of Client orders in respect to each class of financial instruments can be found below:

- TF Global Markets (Aust) Pty Limited

The Company reserves the right to use other Execution Venues where deemed appropriate. The above list might be updated from time to time at the Company's discretion and the Client shall be responsible to look for updates. The Company reserves the right to change its execution venues at its own discretion.

The Company carries assessment and monitoring on a continuous basis of the financial institutions used as hedging counterparties/ price feeders in order to ensure that the best possible result is provided to Clients. Moreover, and based on the Company's internal best execution policies, new financial institutions are assessed. Among others, the Company assesses and monitors Costs, Likelihood of Execution, Operations Quality and Market Positioning. The assessment/ monitoring will incorporate execution quality data that these firms shall publish as per the MiFID II requirements.

The Client acknowledges that the transactions entered in CFDs with the Company are not undertaken on a recognized exchange, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions (e.g. counterparty risk where in case of default of the Company there may be a failure to satisfy that side of the contractual agreement with the Client). Upon Client request, additional information about the consequences of OTC execution can be provided. Therefore, the Company may not execute an order, or it may change the opening (closing) price of an order in case of any technical failure of the trading platform or quote feeds.

The Company takes into consideration multiple factors when selecting Liquidity Providers for hedging positions and use available pricing, such as:

- Likelihood of execution (High importance);
- Business continuity and operations quality (High importance);
- Market position (High importance);
- Costs to the Company (High importance);
- Authorization/regulation and pricing (High importance);
- Conflicts of interest (Medium importance);
- Pricing during market news (High importance);

Execution of Client Orders

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

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

A clear explanation of how orders are executed by the Company, can be accessed at the Company's website.

Execution of Client orders may also be affected by Slippage and Market Gap. Under standard market conditions from the moment a Client's order is registered in the system its execution is almost instantaneously executed unless there are technical system failures (e.g. connectivity issues). It should also be noted that the Company does not operate outside market trading hours and hence does not execute orders outside these hours.

During volatile markets, the Company follows the below rules:

1. Ensures that liquidity for all instruments is available;
2. Ensures that quotes do not cease to be received unless the market quotes are seized from every Liquidity Provider;
3. If one Liquidity Provider freezes the quotes then in matter of seconds the secondary Liquidity Provider comes online. Ensure that the Client execution costs remain the same.
4. In occasional and extreme cases and subject to market conditions, the Company may set specific instruments into close-only mode.:

Order Aggregation

To carry out a Client order in aggregation with either another Client order, the Company will ensure the following requirements are met:

a) The Client has been made aware that aggregation may, in some cases, result in obtaining a less favourable price than if the order were executed separately.

b) The Company, in its sole discretion and under prevailing market conditions, does reasonably believe that such action is likely to be within the Client's best interests and the Company is able to demonstrate this; and
c) The decision to aggregate and, if necessary, reallocate will be made in accordance with any Client instructions, having regard to price and volume and allocated accordingly.

Client Consent

When establishing a business relation with the Client, the Company is required to obtain the Client's prior consent to this Policy. 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.

Further to this, the Clients also agree/consent to the fact that their orders will be executed outside Regulated Market (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g. European Financial Trading System).

Request to demonstrate best execution

Upon reasonable request from a Client, and provided that the order was subject to the requirements of this Policy, the Company will demonstrate to the Client that it has been executed its order in accordance with this Policy.

In the absence of evidence, the records of the Company will constitute conclusive evidence to the actions taken by the Company to obtain best execution on behalf of its Clients. The Company keeps records in relation to the best execution requirements, including records of its trading activities and versions of this Policy, for a period of five years in accordance with MiFID II.

Monitoring

The Company assesses on a regular basis, of particular transactions in order to determine whether it has complied with its execution policy and/or arrangements, and whether the resulting transaction has delivered the best possible result for the Client. The Policy should be reviewed by the relevant departments at least on an annual basis and whenever a "material change" occurs.

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. Monitoring may include comparing similar transactions:

- on the same execution venue or with the same entity, in order to test whether a firm's judgment about how orders are executed is correct, or
- on different execution venues or entities chosen from among those in the firm's (execution) policy, in order to test whether the 'best' execution venue or entity is being chosen for a given type of transaction.

Where monitoring reveals that a firm has fallen short of obtaining the best possible result, the firm should consider whether this is because the firm has failed to follow its (execution) policy and/or arrangements or because of a deficiency in such policy and/or arrangements, and make appropriate amendments.

Publication obligation

The Company undertakes to summarise 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 to the relevant regulatory requirements.

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 client orders were executed in the previous year.

The EQSS will include:

- 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;
- a description of any close links, conflicts of interests, and common ownerships with respect to any execution venues used to execute orders;
- a description of any specific arrangements with any execution venues regarding payments made or received, discounts, rebates or non-monetary benefits received;
- 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;
- an explanation of how order execution differs according to client categorisation, where the Company treats categories of Clients differently and where it may affect the order execution arrangements;
- 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;
- 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;
- 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.

Margin Call Policy

Trading accounts with the Company will automatically experience a margin call if the criteria below are met. It is important to note that proper risk management and placing of stop losses reduces the need for a margin call on a traders account. It is advised that all Clients and traders strictly adhere to margin requirements when trading.

- Minimum Margin Requirements on Open Positions must be maintained by the Client at all times.

- All open positions and pending orders are subject to liquidation by ThinkMarkets should the Minimum Margin Requirement fail to be maintained.
- Margin requirements may change at anytime. ThinkMarkets will do its best to inform the Client about any projected changes by email and via the trading platform's message system at least a week before changes go into effect.
- On the MT4 and ThinkTrader platforms, ThinkMarkets will liquidate all Open Position and pending orders in a Client's account if the total equity, at any time, equals or falls below 50% of the Used Margin. Positions will be closed based on the best execution prices available at the time to ThinkMarkets.
- On the MT5 platform, ThinkMarkets will liquidate the largest losing position first and pending orders in a customer's account if the total equity, at any time, equals or falls below 50% of the Used Margin. MT5 will stop closing positions once the ratio of margin to equity is above 50%. Positions will be closed based on the best execution prices available at the time to ThinkMarkets.
- All open positions on fully hedged accounts will be automatically closed at market prices should the account's equity reach or fall below 0, that applies to all our platforms.
- The placing of Stop Loss Orders, used to minimise losses, is the Client's responsibility.

Amendment of the Policy and Additional Information

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate and/or at least annually.

The Company shall inform its Clients as regards the amended version of its Policy through an email. Should you require any further information and/or have any questions about this policy please direct your request and/or questions to
compliance.eu@thinkmarkets.com

Definitions

"Agent" - The Company receives the Client orders which are then transmitted to the Liquidity Providers for further execution.

"Buy Limit Order" - An order to carry out a transaction at, or lower than, a specified price, the word 'limit' referring to the specified price.

"CFD" - Contracts for Difference

"Execution Venues" are the locations (with or without a physical presence) such as regulated markets, multilateral trading facilities, systematic internalisers, market makers, liquidity providers or any other entity that facilitates trading of Financial Instruments.

"Instant Execution" – An execution method where the order is executed to the most recently available price. In instant execution if the requested price is not available, the current available price will be sent to the Client to confirm execution (requote).

"Limit Order" - An order to execute a trade at a specific price or a better one.

"Market Depth" –The market depth is the available volume that can be used to fill a specific order.

"Market Execution" - The order is executed depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the best available price in the market.

"Market Order" - An order for a trade to be executed at the best available price.

"No-Dealing Desk Execution" – Clients' orders are processed automatically without the manual dealer intervention.

"Pending Order" - An instruction from the Client to the Company to open a position once the price has reached the level of the Order.

"Price Gap" shall mean the following: a. The first Bid of the current trading session is higher than the last Ask of the previous session, or b. The first Ask of the current trading session is lower than the last Bid of the previous session. c. Abnormal Spread - during market opening/closing the spread can be significantly increased during the first and last trading hour due to very thin liquidity.

"Requote" - This occurs when the price requested by a Client is not available for execution of an order and the Company requotes the current available price to the Client for execution. The Client must explicitly agree to accept the requoted price, prior to execution.

"Scalping" - A trading strategy based on the notion that Clients buy and sell (or vice versa) a currency within a very short time frame.

"Slippage" - This is when a trader executed an order at a price which is different to the price they expected the trade to be executed at. This usually happens during periods of high volatility. Moreover, slippage can occur in cases of big volume orders and thin market depth. There are two kinds of slippage, positive and negative. Positive slippage occurs when the price is executed at a better level than the one requested; a negative slippage is exactly the opposite situation. Slippage may occur in all the account types and order types offered and under all execution methods and it is passed to Clients. Please be informed that in case a slippage is experienced in the market, the orders will be executed at the next available price in cases of market execution. Instant Execution requotes occur when entering or exiting the market.

"Stop Order" – A stop order placed to buy/sell a security/currency when a certain price is reached. These orders are placed to limit loss on a position.

"Stop Out Order" - An instruction to close the Client's open position without the consent of the Client or any prior notice in a case of insufficient funds required for maintaining open positions.

"Take Profit Order" - A market order placed to close a position once it hits a specific price.