



Order Execution Policy

Exinity ME Ltd

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1. INTRODUCTION AND SCOPE

Exinity ME Ltd (“EXME” or “the “Company”) is authorised and regulated by the Financial Services Regulatory Authority (“FSRA”) with registration number 200015. The Company’s business address is at 16-104, 16 Floor, Wework Hub 71, Al Khatem Tower, Adgm Square, Al Maryah Island, Abu Dhabi.

Pursuant to Section 6.5 of the FSRA’s Conduct of Business Rulebook (hereinafter referred as the “COBS”), the Company is required to take all sufficient steps to obtain the best possible result (hereinafter referred as the “Best Execution”) on behalf of its Clients taking into account the execution factors, either when executing Client orders, or receiving and transmitting orders for execution. Although the Company will take sufficient steps to achieve the best overall trading result for the Client, the Policy cannot guarantee that when placing an instruction to execute, that the price will always be better than one which is or which might have been available elsewhere.

Senior management and the Compliance department are responsible for ensuring that robust business practices are operating in all Clients’ trading activities to deliver Best Execution on a consistent basis and for promoting a culture that proactively identifies and manages conflicts of interest. The Company aims to select execution venues that are able to provide you with “Best Execution” subject to and taking into account the nature of your orders, the prices available to the company in the market, the nature of the market in question and a reasonable assessment of the sometimes overlapping and conflicting execution factors. The Company aims to provide all market participants with access to (where possible) tradable prices on a non-discriminatory basis.

This Policy does not apply to Market Counterparties. Where the Company undertakes an Execution-Only transaction with or for a Client, it is not relieved from providing best execution in respect of any aspect of that transaction which lies outside the Client’s specific instructions.

1.1 Client Consent

When establishing a business relationship with the Client, the Company is required to obtain the Client’s prior consent to this Order Execution Policy. By entering into the Client Agreement, the Client provides the consent referred to above and whereby the Client is informed that any orders placed with the Company for the financial instruments offered by the Company, and where the Company acts as matched principal to Clients’ trades, the Clients’ orders are not to be executed on a regulated exchange or multilateral trading facility or organised trading facility.

The transactions entered in CFDs with the Company 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.

When, having been provided with a copy of this document or having had the opportunity to review it on our website, you give the Company an order to execute a transaction on your behalf, you will be deemed to have given your consent for your orders to be undertaken in accordance with this Order Execution Policy.

1.2 Conflicts of Interest

The Company recognises that conflicts may exist between the interests of the Company and its Clients. The platform on which orders are transmitted will display the best available price from the Company's liquidity provider.

The Company will take steps to manage, mitigate and avoid potential and actual conflicts and internal systems are in place to ensure that otherwise comparable Client orders are carried out sequentially and promptly unless for a specific reason it becomes impractical and out of the Company's control.

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.

Another potential conflict of interest that could arise, is due to the fact that the Company executes its Clients' orders on a matched principal basis with its sister company, Forextime Ltd. Therefore, there is a relationship on the profits/ losses of the Company's execution venue and the interests of the Company's Clients. However, the Company has put in place policies and procedures to monitor and review the execution arrangements with its execution venue on a systematic basis to ensure that best execution is achieved.

2. THE DUTY OF BEST EXECUTION

2.1 Execution Venues

The Company's sole execution venue is its sister company, Forextime Ltd. Forextime Ltd is authorised and regulated by the Cyprus Securities and Exchange Commission (hereinafter the 'CYSEC') with Cyprus Investment Firm (hereinafter the 'CIF') number 185/12.

When selecting the liquidity provider, the Company took reasonable measures to ensure that it could obtain the best possible trading result for its Clients, subject to the following factors:

- In the market in which the Company operates, the Trading Platform will give clients visibility to prices that have been communicated to the Company;
- The Trading Platform will provide details of all tradable bids and offers (subject to all other matter referred to below);
- Time availability of prices – in many markets there are lulls and spikes in trading as negotiations align trading interests at different times and different parts of the curve,

accordingly the “last traded” price may not always be available or act as a reliable indicator of the current price;

- Fees may vary between Clients, based on agreement and levels of activity.

The Company will perform due diligence prior the establishment of the relationship, during the relationship and on an annual basis. The Company uses liquidity providers of remarkable track record in the field, good compliance and legal record, financially healthy, and proven experience in the industry, who will maintain a hi-tech technology bridge that can support high speed liquidity solutions and the best possible service to the Company and effectively to the Client. Factors examined and their relevant importance when on-boarding liquidity providers are among others likelihood of execution (High importance) and speed (High importance), overall costs (High importance) and slippage (High importance).

2.2 Contracts For Difference (CFD)

The Company recognises that when closing out an open position, the Client must close out the contract with the firm that sold it to them, even if there is a better price elsewhere. The price that is quoted for a CFD product will be based on the price of the relevant underlying instrument. To this will be added our spread and fees so the price may differ from the exchange or Liquidity Provider quotes on the underlying instrument, however the Company will always disclose the overall costs to you and seek out the best possible consideration on the underlying instrument.

For CFDs on Foreign Exchange, Commodities and Metals and cash-based indices the Company acts as a matched principal. The prices provided to Clients are derived from the pricing of the Liquidity Provider which is EU- licenced and operate under MiFID, and the Company adds its mark-up/ commission. As part of its monitoring the Company on a random basis, benchmarks its prices to independent price sources so as to ensure that execution of orders take place with market standards. The relevant arrangements and price sources are reviewed on a monthly basis.

In the case of cash indices and spot commodities an adjustment is made to take into account costs such dividends occurred during the trading period for the respective instrument. For CFDs on indices the Company acts as a matched principal and the pricing is derived from the pricing of the Liquidity Provider which is EU- licenced and operate under MiFID, and the Company adds its mark-up/ commission.

The price for stock CFDs is derived from the Underlying equity prices on various exchanges such as Nasdaq and NYSE on which they trade that our Liquidity Provider is connected directly. For Stock CFDs the Company acts as a matched principal.

2.3 Cash Equities

The price for Cash Equities is derived directly from the prices quoted on various global exchanges, such as Nasdaq and NYSE, on which the Cash Equities trade. Our Liquidity Provider is connected to directly to these exchanges.

Our fees will be included in the price displayed to the Client, meaning the final price the Client receives may differ from the exchange or Liquidity Provider quotes on the underlying instrument. The Company will always disclose the overall costs to you and seek out the best possible outcome when considering all relevant Execution Factors.

For Cash Equities, the Company acts on an execution basis only in accordance with the Client's specific instructions.

2.4 Execution Factors

The Company shall take all sufficiently rigorous steps to consistently obtain the best possible result for its Clients taking into account the following factors when executing Client orders against the Company's quoted prices. Prices, costs, currency conversion, speed and likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of an order are considered when executing transactions and are discussed in more detail below.

The factors that the Company considers when executing a Client order are:

- The characteristics of the Client order;
- The characteristics of the financial instrument to which that order relates including but not limited to size and nature, market impact of the order; and
- The characteristics of the execution venues or entities to which that order can be directed such as but not limited to speed, likelihood of execution and settlement and any other transactional costs whether implicit or explicit.

The Company generally considers the most important of the execution factors to be, and will include, but not restricted to, the:

1. Price and related execution costs;
2. Likelihood and speed of execution;
3. Size, nature and characteristic of the order;
4. Characteristics of the Client; and
5. Settlement efficiency.

Additionally, the Company considers other factors when selecting best execution venues such as regulatory status, expertise, value added service (research), and market knowledge.

| Factor | Importance Level | Remarks |
|--------|------------------|---------|
|--------|------------------|---------|

| | | |
|--------------------------|--------|--|
| Price | High | <p>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.</p> <p>We do not however guarantee that our quoted prices will be at a price which is as good, or better, than one might have been available elsewhere.</p> |
| Costs | High | We take all steps to keep the costs of your 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 we repeatedly monitor these factors to ensure we maintain our high execution standards |
| Likelihood of Execution | High | Even though we reserve the right to decline a Client order we aim to execute all Clients' orders, to the extent possible. |
| Likelihood of settlement | Medium | The Company shall proceed directly to a settlement of all transactions upon execution of such transactions. |
| Size of order | Medium | See relevant description in Section 3.2 |
| Market Impact | Medium | See relevant description in Section 3.3 |

A clear explanation of how orders are executed by the Company, can be accessed at the Company's website, under the Terms of Business document for each server.

Execution of Client orders may also be affected by slippage and market gaps. 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).

2.5 Price

Bid-Ask Spread - For any given financial instrument the Company will quote two prices: the higher price (hereinafter referred as "Ask") at which the Client can buy or "go long" and the lower price (hereinafter referred as "Bid") at which the Client can sell or "go short" that financial instrument; collectively referred to as the Company's prices. The difference between the lower and the higher price of a given financial instrument is the "Spread".

Pending Orders - Such orders as Buy Limit, Buy Stop and Stop Loss/ Take profit for opened short position are executed at the Ask price. Such orders as Sell Limit, Sell Stop and Stop Loss/Take profit for opened long position are executed at the Bid price.

In addition, the Company acknowledges that there are several factors which may lead to price slippage (i.e., market volatility, market opening gaps, big orders, thin market etc.). The Company and the Client acknowledges that such movements could be in the Client's favour or to their disadvantage.

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. The Company's operation time are available on the Company's website. Public Holidays will be announced through the internal mail of the trading terminal supplied by the Company.

The Company has elected to appoint the Liquidity Provider to whom all orders will be transmitted for execution. This system automatically requests a quote from the liquidity provider through the technology connecting the Liquidity Provider. The Company is responsible for consistent scrutiny of its Liquidity Provider to assess whether the Liquidity Provider is consistently providing best execution.

The Client costs for executing orders are described in more detail on the Company's website.

2.6 Fees

The Client will have the possibility to select a trading account where the commission is embedded into the trading price as a spread charge or select an account that the commission is charged separately. All costs are publicly available on the Company's website.

Remuneration for the Company is created solely by adding a mark-up to an aggregated wholesale price provided by our Liquidity Providers or a separate commission charged outside this quoted aggregated spread or both.

The Company is charged rollover / swaps on the positions that are kept open from one trading day to the next and these costs will be passed onto Clients. There is a possibility that some currency pairs may have negative rates on both sides. The rollover/swaps are applied on every trading night at 23:59:59 server time. Normally, on Wednesday night rollover/swaps are equal to three days of swaps. The rollover/swap rates are subject to change without any notification. All cash CFD instruments are subject to daily financing (swaps, dividends).

2.6.1 Implicit and Explicit Costs

The Company's implicit costs arise from the execution of all Client orders. Implicit costs result from how a trade is executed.

Explicit costs are:

- Explicit external costs which include commissions, fees, taxes, exchange fees, clearing and settlement costs, custodian costs or any other costs passed on to the Client by

intermediaries participating in the transaction. Explicit external costs are clearly subject to the best execution obligation;

- Explicit internal costs represent the Company's own remuneration (including a commission or spread) for completing a transaction. These internal commissions and costs for executing an order must be taken into account in assessing where to execute the order. Thereafter, when judging whether best execution has been given on an individual transaction, the Company can omit its own fees and charges from the assessment. The Company will not structure or charge its commissions in such a way as to discriminate unfairly.

For all types of instruments 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.

The best possible result for a Client order 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. Costs related to execution, 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.

Therefore, the Company shall disclose to the Clients any external costs prior establishing the business relation. However, the Company should consider at all times that the external fees do not create any conflicts of interests.

The Company cannot provide any guarantee that, when executing an order, the Company's price will always be better than one which is or might have been available elsewhere.

2.7 Speed of execution

As mentioned above, the Company acts as a matched principal on the Client's behalf. The Company places significant importance on speed of execution when executing Clients' orders and strives to offer high speed of execution within the limitations of technology and communications links available to the Company. The Company's speed of execution is considered as soon as the Client request is received by the Company's Brokerage department. Please note that the use of wireless connections, or dial-up connections or any other form of unstable connection at the Clients' source, may result in poor, or interrupted connectivity or lack of signal strength, causing delays in the transmission of data between the Client and the Company when using the Company's electronic trading platforms, for which the Company will not be held liable.

2.8 Likelihood of execution

As mentioned above, the Company acts as matched principal on the Clients' behalf. The Company uses the selected Liquidity Provider to stream prices and available liquidity. The Company remains responsible for obtaining the best possible result for Clients.

Although the Company executes all orders placed by the Clients, it reserves the right to decline an order of any type. Such information and update will be instantly provided to the Clients including a clear and simple explanation of why an order has been declined so as to serve Clients always with transparency and at the earliest possible time. Examples of declining an order could be due to a suspicion of market manipulation and/or insider dealing, possibility of money-laundering and/or terrorist financing etc.

3. ORDER EXECUTION

Financial instruments are executed in the manner explained in this Order Execution Policy. It should be noted that the price at which a trade is executed, may vary significantly from the original requested price during abnormal market conditions. This may occur, for example, in the following cases:

- During market opening;
- During news releases;
- During volatile markets where prices may move significantly up or down and away from a declared price;
- Where there is rapid price movement, 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; and
- If there is insufficient liquidity for the execution of the specific volume at the declared price.

The Company is obliged to provide the best possible price to its Clients and makes every effort and necessary arrangements to do so.

3.1 Likelihood of settlement

The Company shall proceed directly to a settlement of all transactions upon execution of such transactions.

3.2 Size of order

The minimum lot size of an order made on Foreign Exchange transactions is 1,000 units of base currency (on Cent server the 1,000 units of base currency are divided by 100). For example, when trading EUR/USD, the minimum size order is EUR 1,000. Different accounts carry different maximum trade size as displayed on the website the Company reserves the right to decline any order as set out in the agreement entered into with the Client. The Company makes every effort to fill the order of the Client irrespective of the volume subject to be in line with the maximum volume allowed per account as displayed on our website. However, if a fill is achieved, it may be at the best available price, that the market liquidity may allow at the time of execution.

3.3 Market impact

The size and nature of the Client's order may have an impact on the market and over which the Company has no control. Some volatile factors in the market may affect the price of the underlying

financial instruments from which the quoted Company's price for its financial instruments is derived. 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 its Liquidity Provider;
3. In occasional and extreme cases and subject to market conditions, the Company may set specific instruments into close-only mode.

The Company is responsible and will take all sufficient steps to consistently obtain the best possible result for its Clients; nevertheless, whenever there is a specific instruction from the Client, the Company shall ensure that the Client's order shall be executed in accordance with the specific instruction. However, the Company will not induce Clients to instruct it to execute an order in a particular way, by expressly indicating or implicitly suggesting the content of the instruction to the Client, when the Company ought reasonably to know that an instruction to that effect is likely to prevent it from obtaining the best possible result for that Client. The Company will determine the relative importance of the above factors by using its commercial judgment and experience in the light of the information available on the market and taking into account the criteria described below:

- The characteristics of the Client, including the categorisation of the Client as a Retail or Professional Client and more specifically:
 - i. The characteristics of the Clients' order;
 - ii. The characteristics of financial instruments that are the subject of that order; and
 - iii. The characteristics of the Execution Venues to which that order can be directed.

The Company places significant reliance to the Execution Venues based on the aforementioned factors and their relative importance. It is the Company's Policy and its own obligation to maintain such internal procedures and processes to determine the relative importance of these factors, and to act in the best interest of its Clients, and provide the Client with the best possible result or "Best Execution" when dealing with the Client. To this end, the Compliance Officer shall test monthly by examining a sample of random trades, whether the Best Execution applies as described in the present Policy. Additionally, it is also the duty of the Brokerage Department to report to the Senior management and the Compliance Officer any deficiencies of the Best Execution. In case the issue is not solved, the Compliance Officer shall inform the Senior management of the Company. In case significant and/or constant weaknesses are identified in relation to the adherence of the Best Execution of the orders, the Senior management of the Company shall instruct the preparation of ad-hoc assessment reports by external advisors, detecting any deficiencies and recommending solutions and/or assisting on the implementation of the recommendations.

The Client acknowledges that the transactions entered in CFDs with the Company are not undertaken on a recognised exchange, rather they are undertaken through the Company's Trading Platform and accordingly, they may expose the Client to greater risks than regulated exchange transactions. The

Client is obliged to close an open position of any given financial instrument during the opening hours of the Company's Trading Platform.

4. MONITORING AND REVIEW

The Company will monitor and assess on a regular basis the effectiveness of this Order Execution Policy, and the order of its order execution arrangements, and in particular, the execution quality of the procedures explained in the Order Execution Policy in order to deliver the best possible result for the Client. The Company reserves the right to correct any deficiencies in this Order Execution Policy and make improvements to its execution arrangements from time to time.

Ongoing monitoring of the Company's adherence to the Policy will occur via the monitoring by line management of the operations of the brokerage department and the frequent and systematic testing to be performed as the first line of defence of the Policy. The second line of defence will be maintained by the Compliance Officer as part of the Compliance Monitoring Programme. The second line of defence shall be adequately equipped to challenge the conclusions reached by execution desks in order to mitigate the potential for conflicts of interest that may result from front-office staff providing the sole scrutiny of their own performance.

The Company will also assess on a regular basis, whether the Execution Venues included in the Order Execution Policy provide the best possible result for the Client or whether the Company should make changes to its execution arrangements.

In addition, the Company will review this Order Execution Policy at least annually and ad-hoc where any changes take place that are related to the Policy.

4.1 Material changes

The Company will notify Clients with whom they have an ongoing client relationship of any material changes to their order execution arrangements and the Order Execution Policy. A "material" change may be classified as any significant event of internal or external nature that could impact parameters of best execution, and changes to the cost, price, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

In order to determine whether a change is material, the Company may have to consider making changes to the relative importance of the best execution factors, or to the Execution Venues, or entities on which the Company places significant reliance in meeting the best execution requirement.

5. GENERAL INFORMATION

5.1 Important Information

Some products offered by the Company may not be eligible for sale in certain jurisdictions or countries. This Order Execution Policy is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America.

This Order Execution Policy does not constitute an offer, invitation or solicitation to buy or sell Cash Equities, CFDs or other derivative instruments. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission of the Company's Senior management and Compliance Department. This Order Execution Policy is not intended to constitute the sole basis for the evaluation of the Client's decision to trade in Cash Equities, CFDs or other derivatives.

5.2 No Fiduciary Duty

The Company provides the Client with access to the Trading Platform and are not acting in any other capacity, including as principal or as a fiduciary. The Company's commitment to provide the Client with Best Execution does not mean that the Company owes the Client any fiduciary responsibilities over and above the specific regulatory obligations placed upon the Company, or as may be otherwise contracted between the Company and the Client. You remain responsible for your own investment decisions and the Company will not be responsible for any market trading loss you suffer as a result of those decisions.

5.3 Specific Instructions

Where there is a specific instruction from a Client, the Company shall execute the order in strict accordance with the specific Client instruction. However, as aforementioned, the Company should not induce a Client to instruct it to execute an order in a particular way, by expressly indicating or implicitly suggesting the content of the instruction to that Client, when the Company should be reasonably expected to know that to do so is likely to prevent the Company from obtaining the best possible result for that Client.

If the Client provides the Company with a specific instruction to deal for the Client it may prevent the Company from following its Order Execution Policy, which is designed to get the best overall result for the execution of orders on a consistent basis.

The Company explicitly wishes to draw the Client's attention to the fact that any specific instructions from the Client may prevent the Company from taking the steps that it has designed and implemented in its Order Execution Policy to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions.