

Order Execution Policy

1- Introduction

Credit Financier Invest (CFI) Ltd. previously CFI Markets Ltd. (“The Company”) whose registered office is at Gregori Afxentiou 10, Livadiotis Court 5, 5th floor, 6023, Larnaca, Cyprus is authorized and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) under N. 179/12.

2- Legal and Regulatory Framework

The Order Execution Policy (the ‘Policy’) is issued pursuant to, and in compliance with the requirements of:

- Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended from time to time (“MiFID II”);
- the Law 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets and other related matters, as amended from time to time (the “Law”);
- the Investment Services and Activities and Regulated Markets Law No 144(I)/2007 to the extent it remains applicable after coming into force of MiFID II;
- the Commission Delegated Regulation (EU) 2017/565, supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organizational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive;
- the Commission Delegated Regulation (EU) 2017/575, supplementing Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments with regard to regulatory technical standards concerning the data to be published by execution venues on the quality of execution of transactions;
- the Commission Delegated Regulation (EU) 2017/576, supplementing Directive 2014/65/EU of the European Parliament and of the Council with regard to regulatory technical standards for the annual publication by investment firms of information on the identity of execution venues and on the quality of execution;
- Section 9 of the Questions and Answers of the European Securities and Markets Authority (“ESMA”) as amended from time to time, with respect to the provision of CFDs and other speculative products to retail investors;
- Section 1 of the Questions and Answers of the European Securities and Markets Authority (“ESMA”) as amended from time to time, on investor protection topics.

For the purpose of this Policy, any of the above legislation, regulation or guidelines will be referred to as ‘Regulation(s)’.

3- Definitions

“**Market Order**” is when the client makes a market order through a broker or brokerage service to buy or sell an investment immediately at the best available current price.

“Pending Order” is an order that has been entered into the trading platform, but will not be executed unless certain conditions are met; the most common types of pending orders are Buy/Sell limit; Buy/Sell Stop; Stop loss and take profit.

“Stop-loss Order” means an order placed with a broker to sell a security when it reaches a certain price. Stop loss orders are designed to limit an investor’s loss on a position in a security.

4- Scope

Taking into consideration the abovementioned Regulations, the Company will take all sufficient steps to obtain the best possible results (or “best execution”) on behalf of its clients, either when executing clients’ orders or receiving and transmitting orders for execution. These Regulations also require the Company to establish an Order Execution Policy to allow it to obtain, for its client orders, the best possible result for its clients. The Policy sets out the execution procedures for the financial instruments offered by the Company. Clients must therefore ensure that they have read, understood and consent to the contents of this Policy before trading with the Company.

The Policy applies to both retail and professional clients (as defined in the Company’s Client Categorization Policy), but it does not apply to clients who have been classified as Eligible Counterparties. In addition, it is hereby stated that while executing a client’s order, the Company will always act as counterparty and does not guarantee that the price will be more favorable than one which might be available elsewhere.

Where the Company executes orders for retail clients, it shall provide those clients with a summary of this Policy, focused on the total costs they incur.

5- Execution Criteria and relevant factors

The Company is required to take several factors into consideration when executing an order for the client. The factors that the Company will consider are listed below:

- a) the characteristics of the client including the categorization of the client as retail or professional.
- b) the characteristics of the client order.
- c) the characteristics of financial instruments that are the subject of that order.
- d) the characteristics of the execution venues to which that order can be directed.

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

For the purposes of delivering best execution where there is more than one competing venues to execute an order for a financial instrument, in order to assess and compare the results for the client that would be achieved by executing the order on each of the execution venues listed in the Company's order execution policy that is capable of executing that order, the Company's own commissions and costs for executing the order on each of the eligible execution venues shall be taken into account in that assessment.

The Company shall 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 under the Law.

When executing orders or receiving and transmitting orders for execution, the Company should at any time take all sufficient steps to obtain the best possible result for its clients, by taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other factor relevant to the execution of the order.

Where there is a specific instruction from the client, the Company shall execute the order following the specific instruction. When there is no specific client instruction regarding the execution method, the Company shall execute an order in accordance with this Policy.

When executing orders or taking decision to deal in OTC products including bespoke products, the Company shall establish appropriate procedures and arrangements, as well as appropriate evaluation systems, in order 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, where possible, by comparing with similar or comparable products. This shall be an ex-ante assessment, which shall take place prior to the execution of an order.

The Company shall be able to demonstrate to its clients, at their request, that it has executed their orders in accordance with this Policy and to demonstrate to CySEC, at its request, the Company's compliance with this requirement.

5.1– CFDs and Prices

Client orders may be executed, routed or placed via the execution venues indicated in Section 19 of this Policy.

The CFDs offered by the Company relate to underlying asset classes and financial instruments, which are explained below:

FX: AUD/CAD; AUD/CHF; AUD/JPY; AUD/NZD; CHF/JPY; EUR/AUD; EUR/CAD; EUR/CHF; EUR/GBP; EUR/JPY; EUR/NZD; GBP/AUD; GBP/CAD; GBP/CHF; GBP/JPY; GBP/NZD; NZD/CAD; NZD/CHF; USD/CAD; USD/CHF; USD/JPY; AUD/USD; NZD/USD; GBP/USD; EURUSD.

Commodities: GOLD; Silver; GER30_SPOT; US30_SPOT; US500_SPOT; US100_Spot; WTI; XPD/USD; XPT/USD; NAS0318; NatGas_H8; DAX0318; DOWS0318; USOIL_H8; NAS0318.

In regards to the CFDs pricing, the Company do offer the best available price from providers in a two way price (i.e. Bid and Ask) by adding a markup fee. For more information, kindly refer to the [FAQ section](#).

The Client acknowledges and accepts that, regardless of any information which may be offered by CFI, the value of investments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on the client's trades and portfolio. If the underlying market movement is in the client's favor, the client may achieve a good profit. However, the client may

also lose all the capital invested within CFI So, the client must not invest unless he/she is willing to undertake the risks of losing all the capital invested.

The financial instruments available for trading with CFI are non-deliverable transactions giving an opportunity to make profit on changes in currency rates, commodity, CFD derivatives prices, called the underlying instrument and presented above. Derivative securities / Markets can be highly volatile. The prices of the security and the underlying instrument and CFD derivatives may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the client or CFI As a result, it is worth noting that under certain market conditions it may be impossible for a client's order to be executed at declared prices.

The prices of CFI will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, and commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place. Therefore, Stop Loss orders cannot guarantee the limit of loss as in certain cases, the best attainable price where the Stop Loss order will be executed might be much worse than where the Client has placed his Stop Loss order.

The prices shown on the online trading platform (Market Watch on Metatrader) are indicative only. When an order is executed, real market prices may differ from the prices displayed on the client's terminal. Furthermore, for orders bigger than 20 lots placed together or separately, executed price may differ from displayed price on the platform.

5.2 – Orders

Should CFI determine that a specific investment product or service is not appropriate or suitable, it shall undertake the measures that, at its discretion, it deems necessary in order to inform the Account Holder. In the absence of specific instruction from that Account Holder, CFI is required to execute the order at the best available resources offered by the company at the time of the execution, the company is not responsible for any negative or positive impact that might be resulted due to technical failures in the online or remote systems in any party. In this context, CFI assumes no liability for damages that the Account Holder could incur as a result of the execution or non-execution of the instruction.

The Account Holder should also be aware that checks regarding the appropriateness or suitability (where applicable) of a specific investment product or service could result in delays in the execution of orders regarding financial instruments. The Company cannot be held liable for any such delays resulting from the duties stipulated and governed by these provisions, except in the case of fraud or gross negligence on the part of CFI.

In the case of instructions regarding financial instruments transmitted to the Company by professional clients or external managers in accordance with the signatory power granted to them by the Account Holder, the Company shall not make an assessment of the appropriateness of the investment products or services requested.

In some occasions, orders executed on the online trading system may get executed at wrong prices. CFI Markets has the right to review the clients order's details in terms of price, time, volume and the validity of execution type whether they are in the form "pending" or "Market" orders through the online trading system, in case of any discrepancies, the company - without prior notice- will take the proper actions to correct the details of the given orders where and when possible. The Client acknowledges and accepts that seeing an order executed at a certain

price on the system does not mean it was executed correctly and that the executed price may not be altered later on if a mistake is detected.

Any specific instructions from a client may prevent the company from taking the steps that have been designed and implemented in its execution policy to obtain the best possible result from the execution of those orders in respect of the elements covered by those instructions. Hence such orders are executed under the Client's responsibility with no liability on the Company.

The Client acknowledges that the online trading system is an alternative solution for executing the orders, the company maintain its trading system on real time bases during the trading hours of the financial instruments offered by the company to its clients, the client understands that the trading system may not be available for trading, any trades which have been wrongly confirmed in the client's account might be reversed or corrected, this can happen in particular in the event of totally or partiality illiquid markets, failure of electronic or telecommunications systems or any force action (majeure) which might be applied on certain instruments by company during abnormal market conditions.

The Client is eligible to request an auditing process and or request a clarification for his auditing trades within a maximum of 2 working days. If the said time frame is exceeded the dealing or brokerage department are entitled to decline the client complaint or not to proceed accordingly.

5.3 - Costs

For opening a position in some types of CFDs, the Client may be required to pay commission or financing fees, the amount of which is disclosed on the Company's website found under point 10 under the Key Information Document. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts. 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.

Important factors to be taken into consideration while approving the Order Execution policy;

Factor	Importance Level	Remarks
Price	High	Strong emphasis on the quality and level of the price data that we receive from external sources (i.e. Execution Venues) in order to provide our Clients with competitive price quotes.
Costs	High	All reasonable steps to keep the costs of the tradable transactions as low and competitive, to the extent possible.
Speed of Execution	High	Execution speed and the opportunity for price improvement are critical to every trader and we repeatedly monitor this factor to ensure we maintain our high execution standards.
Likelihood of Execution	High	Even though we reserve the right to decline a Client order we aim to execute all Client Orders, to the extent possible.
Likelihood of Settlement	Medium	Shall proceed to a settlement of all transactions upon execution of such transactions.
Size of order	Medium	The Client will be able to place Order (s) as long as he/she has

		enough balance in his/her trading account. A lot is a unit measuring the transaction amount and it is different for each type of CFD.
Market Impact	Medium	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 reasonable steps to obtain the best possible result for its Clients.

6- General information on the main risk involved in securities trading

Buying and selling financial instruments offers opportunities to make profits, but also entails exposure to various types of risk that could translate into financial losses for the Account Holder. In order to understand the different types of financial instruments, and to recognize and minimize the related risks, it is first necessary to learn their basic characteristics. It is also important to realize that there are inherent risks in all types of investment. Depending on the type of financial instrument, there may be more risks than those described in this section, with a resulting increase in the general level of risk assumed by the investor.

Specific risks connected to traditional investment instruments (e.g. CFD derivatives bonds, FX, investment funds, etc.) and those connected to non –traditional instruments (e.g. options, futures, alternative instrument, etc.) are not dealt with in detail here.

These Terms of Conduct do not cover the tax or legal consequences of executing transactions in financial instruments. We therefore recommend that you seek specialist professional advice of these issues before making an investment.

The contents of the Company’s website are not intended to describe all risks connected to individual financial instruments in a detailed and comprehensive manner. It seeks to provide sufficient basic information and to make clients aware of the issues. Clients are welcome to contact CFI for further details if they have any question or are interested in specific financial instruments. Further details on the related risks can be found in the Risk disclaimer Policy.

The Client should consider carefully whether trading in the financial instruments of CFI is suitable for him/her in the light of his/her circumstances and financial resources. In considering whether to engage in this form of trading, the Client should be aware of the following:

- a) It is emphasized that for many members of the public dealings in CFI will not be suitable.
- b) The Client should not engage in any dealings directly or indirectly in CFI unless he/she knows and understands the features and risks involved in them and that he/she may lose all capital invested.

7- Gearing and Leverage

Investing through CFI entails the use of “gearing” or “leverage”. In considering whether to engage in this form of investment, the Client should be aware that the high degree of leverage that is obtainable in CFDs Trading can work against him/her as well as for him/her.

The use of leverage can lead to loss of all the invested capital as well as gains. So, the Client should unreservedly acknowledge and accept that he/she runs the risk of incurring losses and damages as a result of the dealing in some

Financial Instruments and accepts and declares that he/she is willing to undertake this risk.

CFI Markets has the right to apply what is the best interest to the company and/or to client and to adjust the account leverage without prior notice in the client account.

The standard leverage that CFI offers to its valued clients is by default 1:50. If a Client wishes to be provided with a higher leverage, then he/she should fill and sign the Leverage Change Request Form. Retail Clients are entitled to ask for a higher leverage only if the appropriateness assessment test allows them to do so, based on their experience in the CFDs/Derivatives market.

Jurisdiction Specific Requirements

The Company sets out additional protection, in compliance with the regulatory requirements of competent authorities of other Member States:

- a) The maximum leverage for clients from Poland is set to 1:100.
- b) Clients from Malta shall be restricted to a maximum leverage of 1:50 if the client is categorized as retail and 1:100 if the client is categorized as professional.
- c) when Spanish clients trade with ratio greater than 1:10, the Company is required to expressly inform the said Client:
 - that CFDs are complex products and difficult to understand and that due to their complexity and the risk involved, the purchase of these products by retail investors is not suitable/appropriate;
 - that CFDs are leveraged products due to leverage, losses may be greater than the amount originally invested;
 - on the amount the client will lose if their position is immediately closed after entering to CFD transactions;
 - that any advertising used by the Company must always contain risk warnings on the difficulty of understanding these products and a disclosure of the fact that CNMV believes they are not appropriate for retail investors due to their complexity and risk.

The Company shall further obtain from the client signatures on the text where the above warnings appear along with the client's confirmation in writing that they are aware that CFDs are complex and that CNMV believes that they are not convenient for all retail investors.

In case of a lack of information for assessing whether or not the service/product is appropriate/suitable for the client, the following shall be obtained from the client in writing and shall be kept in the Company's records: "This is a complex product and due to the lack of information provided, it could not be determined as being convenient for me".

- d) French citizens shall benefit from a Guaranteed Stop Loss where any loss shall be limited to the initial Margin amount placed by the client. Also, leverage ratios are restricted to 1:100.

8- Margin

The Company's Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margin requirements of CFI.

FX and CFDs instruments are extremely volatile and the client should maintain an appropriate margin to cover the risk of losing the entire investments, the company has the right to maintain the account margin in the absence of prior intervention by the client.

The Client may be called upon to deposit substantial additional margin, at short notice based on the margin level, to maintain his/her investment. If the Client does not provide such additional funds within the time required, his/her investment position may be closed. In case where the Client failed to meet the margin call within the set timeframe, the Company has the discretionary right to start closing positions starting from the one with biggest loss when margin decreases lower than the Margin Call level, and automatically close all positions at Market Prices if Stop Out level is reached.

The stop out level at CFI Markets is at 20%, for further explanation kindly refer to the [FAQ](#).

We would like to draw the clients' attention to the fact that **CFI** reserves the right to further increase/decrease the margin requirements at its discretion at any time if such is considered necessary. Such will be decided upon the internal criteria set by the Company. **CFI** will always follow an efficient approach in order to protect its clients' interests and to act according the best execution policy. The clients will be informed via newsletters, emails, phone calls, Mt4 pop ups or any other means about the changes and can at any time request further information.

9- Reduced Demand for the Underlying Instrument

Some of the Company's underlying instruments may not become immediately liquid as a result of reduced demand for the underlying instrument and the Client may not be able to obtain the information on the value of these or the extent of the associated risks.

Reliability on Previous Performance Information of the previous performance of the CFI portfolio does not guarantee its current and/or future performance as well as a performance of the underlying instrument. The use of the historical data does not constitute safe forecast as to the corresponding future performance of the Company's portfolio and underlying instrument to which that information refers.

10- Over the Counter Transactions

You consent and acknowledge that transactions made through CFI are not undertaken on a recognized exchange, rather they are undertaken over-the-counter ("OTC") through the Company's Trading Platform whereby execution is effected via CFI or other financial institutions. Accordingly, the Company may expose the Client to greater risks than the regulated exchange transactions. The terms and conditions and trading rules are established solely by the counterparty which may be CFI or some financial institution to be disclosed to the Client.

The Client may be obliged to close an open position of any given Company's product during the opening hours of the Company's Trading Platform. The terms and conditions and trading rules may be established solely by the counterparty. The Client may only be able to close an open position of any given contract during the opening hours of the trading platform.

The Client may also have to close any position with the same counterparty with whom it was originally entered into.

The client may request additional information about the consequences of this means of execution (i.e. OTC). The company contact details are found on the following [link](#).

11- Swap Free Accounts

CFI Markets may offer to its Clients accounts whereby no Swap will be credited, debited to Clients. Kindly refer to the FAQ on the following [link](#).

The Client acknowledges that in case he holds a position for more than two consecutive days on such an account, CFI will have the right at its sole discretion to retroactively debit or credit Swap amounts that should have been otherwise debited or credited to the client account on these positions held. The Swap amounts debited or credited will be assessed by CFI as per what its providers and/or competitors debit or credit to their clients' accounts on similar positions.

12- Coverage

CFI offers a wide range of currencies, Metals and CFD's, as these are indicated in Section 5.1 of this Policy.

13- Managing Risk

Where exchange restrictions do not allow physical delivery of currency, the Company provides a means of negating foreign exchange risk.

14- Key Risks Opportunity loss

The client will forego any benefit of a favorable exchange rate movement between the time he/she enters into a transaction and the maturity date.

15- Variation / Early termination

Cancellations or a new execution order from the client whether by telephone, fax or email or adjustments may result in an additional cost to the client which is equal to 10\$ (ten US Dollars) per round lot.

16- Cooling off period

There is no cooling off period.

17- Counterparty and operational risk

As is the case with most financial markets products we enter into, CFI has performance obligations under any transaction.

Our ability to fulfill our obligations is linked to our financial wellbeing and to the effectiveness of our internal systems, processes and procedures. The first type of risk (our financial wellbeing) is commonly referred to as **credit or counterparty risk**. Credit risk is the risk associated with a loss or potential loss from counterparties failing to fulfill their financial obligations.

The second type of risk (the effectiveness of our internal systems, processes and procedures) is commonly referred to as **operational risk**. Operational risk is the risk of loss resulting from inadequate risk can be derived from employee errors and system failures or failed internal.

The client must make his/her own assessment of our ability to meet our obligations. However, as a regulated Cyprus Investment Firm we are subject to prudential regulation which is intended to reduce the risk of us failing to perform our obligations.

The Client acknowledges that the Company acts as a principal counterparty to its clients trades. Part or all of these trades are covered within the Company or related entities having same or similar shareholders. Some of these related entities may also act as a market maker for some instruments. This may entail additional risk of conflicts of interest. For transparency, the client is hereby made aware of this and accepts this risk when conducting business with the Company.

18- What about confirmations?

The commercial terms of a particular CFI service or transaction will be agreed at the time of dealing. This may occur over the phone or electronically. Once we reach an agreement, both the client and the Company are bound by the terms of the agreement. The Client is made aware that the online trading system may execute trades at wrong prices in some cases and the Client acknowledges and accepts that CFI Markets may correct such orders later even if they are already confirmed on his account.

19- Execution Venues

"Execution Venues" are the locations (with or without a physical presence) such as regulated markets, multilateral trading facilities, organized trading facilities, systematic internalizers, market makers, liquidity providers or any other entity that performs a similar function in a third country to the functions performed by any of the foregoing. For the purpose of transmitting orders for execution, the Company acts as an agent on behalf of the Client. In that respect, the Company might disclose the client details to the execution venue in case of disputes related to trading issues. 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 and type of account the client will have with the Company as found below;

Execution Venue of the Micro type of account;

Swiss quote Bank SA, Swiss quote Group is Switzerland's leading provider of online financial and trading services. Listed on the Swiss Market Exchange (SIX Swiss Exchange, symbol: SQN) since May 29, 2000, the Swiss quote Group has its headquarters in Gland (VD) and offices in Zürich, Bern, Dubai, Malta, London and Hong Kong, IDE CHE-102.383.586.

Execution Venue of the Hybrid, Elite and Prime type of account;

Credit Financier Invest s.a.l. which is one of the leaders in financial services based in Beirut – Lebanon, founded by a team with an experience that dates back to the 1950s, registered at the Register of Commerce (Beirut) under

number 1019238 and regulated by the Central Bank of Lebanon (Banque Du Liban) under number 40 on BDL's list of regulated Financial Institutions. The company is specialized in Online Trading services (Forex, CFDs, CFD derivatives, Futures, Options), Trading Desk services (Offline Trading), Investment Advisory, Portfolio Management and other financial services.

Execution Venue of the Hybrid type of account;

As part of the dealing license, CFI is an Investment Firm incorporated under the Laws of the Republic of Cyprus, regulated by the Cyprus Securities and Exchange Commission under N. 179/12. Based on its license, CFI Markets can be providing to its valued clients the below services:

Investment Services

- (a) Reception and Transmission of orders in relation to one or more Financial Instruments
- (b) Execution of orders on behalf of Clients
- (c) Dealing on own account

Ancillary Services

- (a) Safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services such as cash/collateral management
- (b) Granting credits or loans to an investor to allow him to carry out a transaction in one or more Financial Instruments, where the firm granting the credit or loan is involved in the transaction
- (c) Foreign exchange services where these are connected to the provision of investment services
- (d) Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments

The Company shall not structure or charge its commissions in such a way as to discriminate unfairly between execution venues. Where the Company applies different fees depending on the execution venue, the Company shall explain these differences in sufficient detail in order to allow the client to understand the advantages and the disadvantages of the choice of a single execution venue.

Where the Company invites clients to choose an execution venue, fair, clear and not misleading information shall be provided to prevent the client from choosing one execution venue rather than another on the sole basis of the price policy applied by the Company. All type of accounts launched by the Company are offered to the retail, professional and Eligible Clients; conditions of the type of accounts should be approved from the Client prior to his engagement with the Company.

While reviewing and approving the Order Execution Policy, the Company's should review some qualitative factors as (e.g. clearing schemes, circuit breakers, scheduled actions) and quantitative factors affecting the choice of execution venue and the relevant importance of each factor.

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 the 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 the categorization of the client as retail or professional. (e) The quality and scope of the services offered. (f) The quality of execution (g) the technological equipment. (h) The third party's reputation in the market. (i) The cost structure and pricing. (j) The ability to provide individual services according to the Company's wishes for achieving the best possible execution result of client orders.

The weighting of the criteria and thus the selection of the third parties for the transmission and the execution of clients' orders mainly aims at achieving a safe, cost-efficient and high-quality service and/or order execution to the Company's clients.

Derivatives' trading venues:

Although this list of Execution Venues and intermediaries (third party brokers) is not exhaustive, it comprises those which the Company places significant reliance. The Company reserves the right to use other Execution Venues where deemed appropriate in accordance with the execution policy and may add or remove any Execution Venues from this list. A complete list of Execution Venues included in the Order Execution Policy of the Company can be provided to the client, upon request or found on the Company's website.

20- Aggregation and allocation of orders

The Company is not permitted to carry out a client's order or a transaction for own account in aggregation with another client's order unless the following conditions are met:

- a) It is unlikely that the aggregation of orders and transactions will work overall to the disadvantage of any client whose order is to be aggregated.
- b) It is disclosed to each client whose order is to be aggregated that the effect of aggregation may work to its disadvantage in relation to a particular order.
- c) An order allocation policy is established and effectively implemented, providing in sufficiently precise terms for the fair allocation of aggregated orders and transactions, including how the volume and price of orders determines allocations and the treatment of partial executions.

Where the Company aggregates an order with one or more other client orders and the aggregated order is partially executed, it shall allocate the related trades in accordance with its order allocation policy.

The Client is eligible to request an auditing process and or request a clarification for his auditing trades within a maximum of two (2) working days. If the said time frame is exceeded the dealing or brokerage department are entitled to decline the client complaint or not to proceed accordingly.

21-Scalping

Scalping is a trading style specializing in taking profits on small price changes within a small and limited time frame, generally soon after a trade has been entered. It requires a trader to have a strict exit strategy because one large loss could eliminate the many small gains that the trader has worked to obtain.

The client confirms that any scalping is strictly forbidden whether or not triggered from a price slippage, freezing in our internal online systems, hunting wrong prices, misprinting tickets from third parties acting as liquidity providers, news traders or others. Consequently CFI has the full right to reverse the transactions executed, cancel or withdraw any profits resulting without the need to inform or to get the approval of the Client and the Client will be fully responsible of any loss resulting thereof.

22- Market Gap

A market gap is the difference between the closing price of one period and the opening price of the next

period. Market gaps are most often created between trading sessions, such as during the night or over the weekend.

At CFI Markets, all Stop Loss orders will be confirmed at the best available price for trading. In the event of market gaps the requested price will be adjusted by the Company automatically by the trading system or manually.

23- Information to clients

The Client prior to entering into transactions with CFI Markets is required to familiarize himself with the products and services offered by CFI Markets and to ask for any clarifications where he/she is not certain. The Client will not hold CFI for any lack of such information or wrong information he may have.

24- Hedging Feature

The Metatrader 4 system allows the feature of hedging; i.e. opening opposite direction positions on same pairs/trading instruments. The client understands that while having an opposite position on a same pair/trading instrument off sets the exposure on that pair/instrument and fixes the floating profit/loss on the part hedged at the moment it is hedged, the client will still have an exposure on some pairs if his/her floating profit/loss is in one currency and his account is denominated in another. Accordingly, and in such cases, his floating profit/loss will increase/decrease relevant to the fluctuation of the net floating profit/loss base currency amount vs the currency in which the account is denominated. For example, when hedged positions are opened in USD/and the account is denominated in USD, his account equity will be subject to fluctuation according to the USD/JPY rate fluctuation on the floating profit/loss amount.

CFI Markets will have the option at its discretion to close hedged positions as defined in this paragraph that remain hedged for over a period of two weeks or at any time at its choice if client's equity (balance plus floating result) will approach zero level.

25- Data Publication

A. Identity of execution venues and quality of execution

The Company shall 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 it executed client orders in the preceding year and information on the quality of execution obtained.

The publication shall include the following information:

- a) class of financial instruments;
- b) venue name and identifier;
- c) volume of client orders executed on that execution venue expressed as a percentage of total executed volume;
- d) number of client orders executed on that execution venue expressed as a percentage of total executed orders;
- e) percentage of the executed orders that were passive and aggressive orders;
- f) percentage of orders referred to in point (d) that were directed orders;
- g) confirmation of whether it has executed an average of less than one trade per business day in the previous year in that class of financial instruments.

The Company shall publish for each class of financial instruments, a summary of the analysis and conclusions it draws from its monitoring of the quality of execution obtained on the execution venues where it executed all client orders in the previous year. The information shall include:

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

The above-mentioned information shall be published on the Company's website, in a machine-readable electronic format, available for downloading by the public.

The template that will be used by the Company can be found in Annex 7.

B. Quality of execution of transactions

When acting as market maker or liquidity provider, the Company shall be considered as "execution venue" and shall comply with the requirement to publish information on the quality of execution of transactions. The information shall be published in a machine-readable electronic format, available for downloading by the public.

1) Publication of information on execution venue and financial instrument

For each market segment the Company operates and each financial instrument not subject to the trading obligation in Article 23 and 28 of Regulation (EU) No 600/2014, the Company shall publish the following information on the type of execution venue:

- a) name and venue identifier of the execution venue;
- b) country of location of the competent authority;
- c) name of the market segment and market segment identifier;
- d) date of the trading day;
- e) nature, number and average duration of any outage, within the venue's normal trading period, that interrupted trading across all instruments available to trade at the venue on the date of the trading day;
- f) nature, number, and average duration of any scheduled auctions within the venue's normal trading period on the date of the trading day;

- g) number of failed transactions on the date of the trading day;
- h) value of failed transactions expressed as a percentage of total value of transactions that were executed on the date of the trading day.

The template that will be used by the Company can be found in Annex 1.

For each market segment the Company operates and each financial instrument not subject to the trading obligation in Article 23 and 28 of Regulation (EU) No 600/2014, the Company shall publish the following information on the type of financial instrument:

- (a) for financial instruments that have identifiers:
 - name and financial instrument identifier;
 - instrument classification;
 - currency;
- (b) for financial instruments that do not have identifiers:
 - the name and a written description of the instrument, including the currency of the underlying instrument, price multiplier, price notation, quantity notation and delivery type;
 - instrument classification;
 - Currency.

The template that will be used by the Company can be found in Annex 2.

2) Price

For each market segment the Company operates and each financial instrument not subject to the trading obligation in Article 23 and 28 of Regulation (EU) No 600/2014, the Company shall publish the following information as regards price for each trading day orders that were executed on the financial instrument:

- (a) intra-day information
 - i. the simple average price of all transactions that were executed in the two minutes starting at each of the reference times 9.30.00, 11.30.00, 13.30.00 and 15.30.00 UTC on that date within size range 1
 - ii. total value of trades executed during the two minute period referred to in the previous point
 - iii. if no transactions occurred during the first two minutes of the relevant time periods referred to in point (i), the price of the first transaction executed within size range 1, if any, after each of the reference times set out in point (i) on that date;
 - iv. execution time for each transaction referred to in point (iii);
 - v. transaction size in terms of value for each executed transaction referred to in point (iii);
 - vi. trading system and trading mode under which the transactions referred to in point (iii) were executed;
 - vii. trading platform on which the transactions referred to in (iii) were executed;
 - viii. Best bid and offer or the suitable reference price at the time of execution for each executed transaction referred to in point (iii).

The template that will be used by the Company can be found in Annex 3.

- (b) daily information:
 - i. simple average and volume-weighted average transaction price, if more than one transaction occurred;
 - ii. highest executed price, if more than two transactions occurred;
 - iii. Lowest executed price, if more than two transactions occurred.

The template that will be used by the Company can be found in Annex 4.

3) Costs

For each market segment the Company operates and each financial instrument not subject to the trading obligation in Article 23 and 28 of Regulation (EU) No 600/2014, the Company shall publish the following information as regards costs applied by the Company to any members/users of the venue:

- (a) a description of the nature and level of all components of costs applied by the Company, before any rebates or discounts are applied, and information on how those costs differ according to the user or financial instrument involved and the relevant amounts by which they differ. The components of costs shall include:
 - i. execution fees;
 - ii. fees for the submission, modification or cancellation of orders or quotes withdrawals;
 - iii. fees related to market data access and use of terminals;
 - iv. any clearing and settlement fees and any other fees paid to third parties involved in the execution of the order;
- (b) a description of the nature and level of any rebates, discounts or other payments offered to users of the execution venue including information on how those rebates, discounts or other payments differ according to the user or financial instrument involved and the amounts by which they differ;
- (c) a description of the nature and amount of any non-monetary benefits offered to users of the execution venue, including information on how those non-monetary benefits differ according to the user or financial instrument involved and the value by which they differ;
- (d) a description of the nature and level of any taxes or levies invoiced to, or incurred by the execution venue on behalf of the members or users of the venue;
- (e) a link to the website of the venue or to another source where further information on costs is available;
- (f) the total value of all rebates, discounts, non-monetary benefits or other payments as set out under points (b) and (c), expressed as a percentage of the total traded value during the reporting period;
- (g) The total value of all costs as set out in point (a), excluding the total value of rebates and discounts, non-monetary benefits or other payment as set out in points (b) and (c), expressed as a percentage of the total traded value during the reporting period.

The template that will be used by the Company can be found in Annex 5.

4) Likelihood of execution

For each market segment the Company operates and each financial instrument not subject to the trading obligation in Article 23 and 28 of Regulation (EU) No 600/2014, the Company shall publish the following information as regards likelihood of execution for each trading day:

- (a) number of orders or requests for quotes that were received;
- (b) number and value of transactions that were executed, if more than one;
- (c) number of orders or request for quotes received that were cancelled or withdrawn excluding passive orders with instructions to expire or to be cancelled at the end of the day;
- (d) number of orders or request for quotes received, that were modified on that date;
- (e) median transaction size on that date if more than one transaction occurred;
- (f) median size of all orders or requests for quote on that date if more than one order or request for quote was received;
- (g) number of designated market makers.

The Company shall publish the information quarterly and no later than three months after the end of each quarter, as follows:

- by 30 June, information regarding the time period 1 January to 31 March;
- by 30 September, information regarding the time period 1 April to 30 June;
- by 31 December, information regarding the time period 1 July to 30 September;
- by 31 March, information regarding the time period 1 October to 31 December.

The template that will be used by the Company can be found in Annex 6.

26- Review of the Policy

This Policy shall be reviewed at least annually by the Dealing on Own Account Department, Brokerage Department, Back Office, Compliance Department and Risk Department and be approved from the Company's Board of Directors.

Such a review shall also be carried out whenever a material change occurs, that affects the ability of the Company to continue to obtain the best possible result when executing client's orders via the execution venues presented in this Policy.

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 shall assess whether a material change has occurred and shall consider making changes to the relative importance of the best execution factors in meeting the best execution requirement.

The Company shall monitor on a regular basis the effectiveness of the Best Execution Policy and in particular, the execution quality of the entities identified in the said policy and, where appropriate, correct any deficiency. Such monitoring shall be conducted on an ex-ante and ex-post basis, i.e. to monitor the quality of execution by reviewing statistics related to frequency of rejections and re-quotes, as well as the symmetry of any observed slippages (positive vs negative); to monitor any complaints related to the quality of execution in order to ensure that any deficiencies are improved and to compare

The prices provided by its execution venues against external price sources or other venues to ensure that there are no significant or systematic deviations in the pricing provided to its clients.

In particular, the Company shall assess, on a regular basis, whether the execution venues included in this policy for order execution provide for the best possible result for the client or whether the Company needs to make changes to its execution arrangements.

The Company shall notify clients with whom it has an ongoing client relationship of any material changes to its order execution arrangements or execution policy.

27- Questions

For further enquiries regarding the Order Execution Policy please contact the Company [here](#).