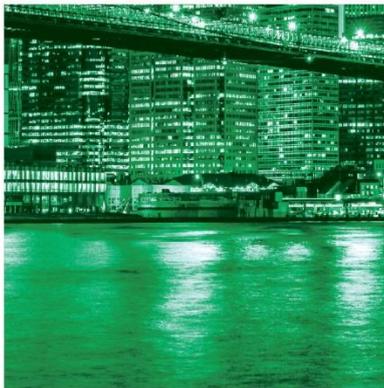


**TRUST CAPITAL TC**

# **ORDER EXECUTION POLICY**



## 1. Overview

- 1.1 **Trust Capital TC Ltd** (referred to below as “Company”, “we”, “us” or “our”) is a Cyprus Investment Firm authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC) under license number 369/18, incorporated under Cyprus Company Law with Company Registration Number: HE 364353 and with registered office at 23 Olympion Street, Libra Tower, Second Floor Office 202, 3035 Limassol, Cyprus.
- 1.2 Following the implementation of the Markets in Financial Instruments Directive (MiFID II) in the European Union and accordance with the Investment Services and Activities and Regulated Markets Law of 2017 as subsequently amended from time to time (the “Law”) the Company has established an Order Execution Policy. (the “Policy”)
- 1.3 When we execute our client’s orders and to comply with the principles set out in the Law when providing investment services we are required by the Law to provide you with Best Execution which is our requirement to take all sufficient steps to obtain the best possible result for your order/s. Nevertheless, whenever there is a specific instruction from the client, the Company shall execute the order following the specific instruction.
- 1.4 By opening a trading account with the Company, the Client agrees/consents to the fact that his orders will be executed outside Regulated Markets (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g. European Financial Trading System).

## 2. Scope of Application

- 2.1 This Policy applies to both Retail and Professional Clients (as defined in the Company’s Client Classification Policy). This Policy applies when executing orders for the Client for all the types of Financial Instruments provided by the Company as set out in clause 2.2.
- 2.2 The Company offers the following Financial Instruments Contract for Differences “CFDs” on underlying assets in Forex “FX”, Equities, Commodities, Indices and Precious Metals.
- 2.3 The Company reserve the right to decide which CFDs will make available from time to time in line with the prices offered by its Price Providers, more details can be found [here](#) and/or on the [Contract Specification](#) on the Company’s Trading Platform.

### 3. Execution Factors

3.1 The Company, when managing client's orders takes into account various execution factors, provided that there are no specific instructions from the client to the Company about the way of execution of the orders. The execution factors include:

- Price
- Speed and likelihood of execution
- Costs or commissions
- Size and nature of the order
- Market conditions and variations
- Execution capability
- Any other direct consideration relevant to the execution of the order

#### a) Pricing

**Bid-ask spread:** 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 BID and the ASK price of a given CFD is the spread.

**Pending Orders:** Such orders as Buy Limit, Buy Stop and Stop Loss, Take profit when a client opens short positions are executed at ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss, Take profit when a client opens long position are executed at BID price.

**Company's 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 and/or the Company's Trading Platforms. The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company reviews its independent price providers at least once a year to ensure that correct and competitive pricing is offered. 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. Prices will be obtained from reputable third-party price feeders and provided by the Company's Execution Venue.

Please note that despite taking all sufficient steps to obtaining the best possible results for our Clients, the Company is unable to guarantee, when executing orders, that the prices offered will be more favourable than prices that might be available elsewhere.

Under certain trading conditions, the Client should note that it may be impossible to execute an Order at their requested price. In such cases the Company reserves the right to execute the Order at the first available price. Such instances may occur during times of high market

volatility and price fluctuations e.g. when the price of an asset rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted.

#### **b) Costs**

The provision of the Services by the Company is subject to payment of fees such as brokerage fees/ commissions, Swaps/Rollover and other fees. It is noted that the brokerage fees/ commissions are incorporated into the Company's quoted price (Spread). In most circumstances a fixed spread is applied. In certain circumstances (such as increased volatility or illiquidity in relation to the underlying market concerned) the Company reserves the right to alter the spreads offered.

The spread can also be dynamic for certain Financial Instruments, and may take into account such factors as liquidity in external markets for the underlying financial instrument and competitive pricing.

For keeping a position overnight in some types of CFDs the Client may be required to pay or receive financing fees "Swap/Rollover". Spreads and Swap rates appear in the Trading Conditions on the Website and/or on the Company's Trading Platform. Any additional Company fees (such as account maintenance fees or inactivity fees) appear on the Website and/or Platform.

The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees with prior notice to the Client. Such notice may be sent personally to the Client and/or made public by being posted on the Company's website or Platform(s). Should the Company at any period of time decide not to charge any costs, it shall not be construed as a waiver of its rights to apply them in the future.

#### **c) Size of order**

All orders are placed in monetary value. The client will be able to place his order as long as he has enough balance in his trading account. If the client wishes to execute a large size order, in some cases the price may become less favorable considering the feed obtained from its price provider. The minimum and maximum size of an order that the Client can place is different for each type of CFD and may vary between different types of account groups. The relevant size of the minimum/maximum size of order is provided to the Client, through the Company's Trading Platform, once the Client selects to place an order for a specific CFD. Although in some cases there is no maximum size of an order which the Client can place with the Company, the Company reserves the right to decline an order, in case the size of the order is large and cannot be filled.

The Company makes every effort to fill the Order of the Client irrespective of the volume. However, if this is achieved, it may be at the first available price, different from the client declared price, as the market liquidity may allow at the time of execution (see the Likelihood

of Execution).

#### d) Speed

Prices can change over time and the frequency varies with different underlying financial instruments and market conditions. Considering that the tradable prices which are distributed via the Company's trading platform/terminal, technology used by the client to communicate with the Company plays a crucial role. Clients undertaking transactions on a trading platform/terminal 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 your order is either not executed according to your instructions or it is not executed at all. The Company does not accept any liability in the case of such failure. The use of wireless connection, dial-up or any other form of unstable connection at the Client's end, may result in poor or interrupted connectivity or lack of signal strength causing delays in the transmission of data between the Client and Company's trading platform/terminal. This delay may result in sending to the Company out of date "market orders". In this case the Company will update the price and execute the order at the market price available.

#### e) Nature of the order

The particular characteristic of an order can affect the execution of the Client's order. The following types of order can be placed:

- **Market Order** – an order buy or sell at the price available at a given time. The order will usually be filled at the price that the Client sees on the Company's trading platform screen. Occasionally, if the market has moved while the Client is placing the Market Order, the Order might be executed at the first available price or it may not be executed at all. The Client may modify a Market Order so as to attach a "Stop Loss" and/or "Take Profit".
- **Pending Order** – an order to be executed at a later time at the price that the Client specifies. The Company will monitor the Pending Order and when the market price reaches the price specified by the Client, the Pending Order will automatically become a Market Order. The following types of Pending Orders are available: Buy Limit, Buy Stop, Sell Limit or Sell Stop, Buy Stop Limit or Sell Stop Limit. However, is noted that under certain trading conditions it may be impossible to execute these Orders at the Client's requested price (see the Likelihood of Execution section). The Client may attach to any Pending Order a "Stop Loss" and/or "Take Profit". The Client may modify an order before it is executed. The Client has no right to change or remove "Stop Loss, "Take Profit" and "Pending Orders" if the price has reached the level of the order execution. Pending Orders are also Good Till Cancelled.

- **Stop Loss order** – This order is used for minimizing of losses if the CFD price has started to move in an unprofitable direction. If the CFD price reaches this level, the whole position will be closed automatically. Such orders are always connected to an open position or a pending order. They can be requested only together with a market or a pending order. Under this type of orders, the Company's trading platform checks long positions with Bid price for meeting this order's provisions (the order is always set below the current Bid price), and the Ask price for short positions (the order is always set above the current Ask price).
- **Take Profit order** – It is intended for gaining the profit when the CFD price has reached a certain level. Execution of this order results in complete closing of the whole position. It is always connected to an open position or a pending order. Under this type of order, the Company's Platform checks Long Positions with Bid price for meeting of this order provisions (the order is always set above the current Bid price) and it does with Ask price for Short Positions (the order is always set below the current Ask price).

The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given Underlying Financial Instrument, is specified under your Trading Agreement and/or on the Company's Website and/or in the Company's Trading Platform.

#### **f) Likelihood of execution**

Due to the levels of volatility affecting the underlying instrument's price and volume. The Company seeks to provide client orders with the fastest execution reasonably possible and makes every effort and necessary arrangement to do so; however, under certain trading conditions it may be impossible to execute orders 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:

- Trading Session start moments/ opening gaps;
- During news times;
- During market volatility where price may move significantly up or down and away from declared price;
- During 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
- If there is insufficient liquidity for the execution of the specific volume at the declared price.

**g) Likelihood of Settlement**

The 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 actual Shares.

**h) Market Impact**

Some factors may affect rapidly the price of the underlying financial instruments from which the Company is deriving the quoted price for its Underlying Financial Instruments. These factors may influence some of the factors listed above. 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 the specific instruction.

**4. Best Execution Criteria**

4.1 The Company will take into account the best execution criteria for determining the relative importance of the execution factors:

- The characteristics of the client including client’s categorization as retail or professional
- The characteristics of the client order
- The characteristics of the underlying financial instruments that are the subject of that order
- The characteristics of the execution venues to which that order can be directed.

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

Factor	Importance Level
Price	High
Cost	High
Size of Order	Medium
Speed	High
Nature of Order	Medium
Likelihood of Execution	Medium
Market Impact	Medium

The best possible result will be determined in terms of the total consideration, representing the price of the contract and the cost related to execution. The other execution factors of speed, likelihood of execution size, nature or any other relevant consideration will, in most cases, be secondary to price and cost considerations, unless they would deliver the best possible result for the client in terms of total consideration.

## 5. Specific Instructions

5.1 Where you provide us with specific instructions as to how to execute a particular order and we have accepted this instruction, this may impact on our ability to provide execution in accordance with the criteria outlined above.

A specific instruction may prevent us from taking the steps in this policy to obtain the best possible result for you.

## 6. Execution of Client Orders

6.1 Company will satisfy the following conditions when carrying out Client Orders:

- a) ensure that orders executed on behalf of Clients are promptly and accurately recorded and allocated;
- b) carry out otherwise comparable Client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable;
- c) inform you about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

## 7. No Aggregation

7.1 We will not combine your order with those of other clients for execution as a single order.

## 8. Execution Venues

8.1 For the purposes of the provisions relating to best execution "Execution Venue" shall mean regulated market, multilateral trading facilities (MTF), systematic internalizers (SI), authorized Investment Firms (i.e. market makers, liquidity providers) or any other regulated entity that facilitates trading of Financial Instruments. For the purpose of transmitting orders for execution, the Company acts as an agent on behalf of the Client.

8.2 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 you to greater risks than regulated exchange transactions. 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. In particular, the Client deposits funds with the Company and places an order via a trading platform and the Company is responsible for safeguarding of clients' funds. Upon receipt of the order, the Company opens an exactly identical order on its name with the market maker, per order received or accumulatively. In this respect, the Company executes the client order by acting as a riskless principal (i.e. enters into true back to back trades).

## 9. Clients Consent

9.1 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 (i.e. this Policy forms part of the Client Agreement). Further to this, the Client also agrees/consents to the fact that his

orders will be executed outside a Regulated Market (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility.

## **10. Monitoring, Review And Amendments**

- 10.1 We will monitor at least annually or when a material change occurs the effectiveness of our order execution arrangements and will continually assess if the venues relied upon by us in pricing our transactions allow us to meet our regulatory obligations on a consistent basis or whether we need to make changes to our execution arrangements. Should there be any material changes to our order execution arrangements or this Policy, we will notify you via email.
- 10.2 We will be able to check the fairness of the price proposed to the Client, by gathering market data used in the estimation of the price of such product and when possible by comparing with similar or comparable products. The Company will also be able to demonstrate, upon request, that the Client's order was executed in accordance with this Policy.
- 10.3 The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate according to the terms of the Client Agreement between the Client and the Company. Should you require any further information and/or have any questions about this Policy please direct your request and/or questions to us by e-mail: [dealingdesk@trustcapitaltc.com](mailto:dealingdesk@trustcapitaltc.com)