

BEST INTEREST & ORDER EXECUTION POLICY

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Regulated by the Cyprus Securities and
Exchange Commission (CySEC), License Number 205/13



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1. INTRODUCTION

1.1 FXGlobe Ltd (hereinafter referred to as “the Company”) is an Investment Firm that operates as a broker.

1.2 The Company is incorporated in the Republic of Cyprus through the Department of Registrar of Companies and Official Receiver with incorporation number HE 254133. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (“CySec”) with license number 205/13 and operates under the Markets in Financial Instruments Directive (EU Directive 2004/39/EC)

1.3 Following the implementation of the Markets in Financial Instruments Directive (hereinafter “MiFiD”) in the European Union, in accordance with the Investment Services and Activities and Regulated Markets Law (“the Law”) issued by the CySec, the Company is required to provide its Clients and potential clients with its Order Execution Policy (“the Policy”)/1.3 This Best Interest and Order Execution Policy is provided to you (our Client or prospective Client) in accordance with the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 144(I)/2007, as subsequently amended from time to time Pursuant to the Law, Fxglobe LTD is required to take all reasonable steps to act in the best interest of its Clients when receiving and transmitting Client Orders and to achieve the best execution results when executing Client Orders and to comply, in particular, with the principles set out in the Law when providing investment services.

1.4 Further to this, the Client also agrees/consents to the fact that his orders will be executed outside Regulated Market (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g. European Financial Trading System).

1.5 All definitions and interpretations shall have the meaning attributed to them in the Company’s Client Agreement, of which the Policy forms an inseparable part.

2. PURPOSE, SCOPE AND SERVICES

2.1 The purpose of this Policy is to establish effective arrangements for obtaining, when the Company is executing client’s orders, the best possible result for its clients.

2.1. This Policy applies to both Retail and Professional Clients (as defined in the Company’s Client Classification Policy). If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such a Client.

2.2. This Policy applies when receiving and transmitting Client Orders or executing orders for the Client for all the types of Contracts for Difference (“CFDs”), as applicable, offered by the Company.

3. BEST EXECUTION FACTORS

3.1. The Company, when managing client’s orders shall take all reasonable steps to obtain the best possible results for its Clients taking into account the following factors when executing Clients’ Orders, provided that there are no specific instructions from the Client to

the Company about the way of execution of the orders.:

3.1.1. For Clients requesting to trade in CFDs:

a. PRICE

- The Company will provide its tradeable prices which are derived from liquidity providers and independent price providers and independent price providers that generally provide liquidity to the global market. The main way in which the Company will ensure that the Client receives the best execution will be by ensuring that the price provision to the client is made with reference and compared to a range of underlying liquidity providers, price providers and data sources. The Company reviews its independent price providers at least once a year to ensure that correct and competitive pricing is offered. 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 both referred to as the Company's price. The difference between the lower and the higher price of a given CFD is the spread.
 - Such orders as Pending Orders, Buy Limit, Buy Stop and Stop Loss, Take profit for opened short position are executed at ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss, Take profit for opened long position are executed at BID price.
 - The Company executes orders via the STP/ECN model and its trading platform is integrated with its Liquidity Providers BMFN Europe, Divisa UK Ltd, Globe Pro Ltd and XNT LTD The providers are continuously updating

their prices; therefore last updated prices are displayed on the Company's platform. 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.

- For all types of Financial Instruments that the Company offers, the commission and financing feeds are not incorporated into the Company's quoted price and are instead charged explicitly to the Client's trading account.
- The Company's prices can be found on the Company's website or trading platforms. The Company updates its prices as frequently as the limitations of technology and communications links allow.
- The Company will not quote any price outside the Company's operations time (see execution venue below) therefore no orders can be placed by the Client during that time.

If the price reaches an order such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, these orders are instantly executed. However, under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price. In this case, the Company has the right to execute the order at the first available price. This may occur, for example, at times of rapid price fluctuations, if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or this may occur at the opening of trading sessions. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell

Limit and Sell Stop orders, for a given CFD, is specified under your Trading Agreement.

b. COSTS

For opening a position in some types of CFDs the Client may be required to pay commission or any other financing fees, the amount of which is disclosed on the Company's website. 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. Financing fees are based on prevailing market interest rates, which may vary over time. Details of daily financing fees applied are available on the Company's website. For all types of CFDs that the Company offers, the commission and financing fees are not incorporated into the Company's quoted price and are instead charged explicitly to the Client account.

c. SPEED OF EXECUTION:

The Company places a significant importance on client's orders being transacted efficiently and strive to offer high speed of execution within the limitations of technology and communications links.

The Company does not execute the Client Order in CFDs as a principal to principal against the Client, i.e. the Company is not the Execution Venue (as defined in Commission Directive 2006/73/EC implementing MiFID) for the execution of the Client's Order. The Company transmits Client Orders or arranges for their execution with a third party(ies).

Prices change over time. The frequency with which the prices change varies with different financial instruments and market conditions. Considering that the tradeable prices are distributed via the Company's trading platform/terminal, the technology used by the client to communicate with the Company is a crucial factor. The use of a wireless or dial-up connection by the client, or any other communication link that may cause poor internet connection and/or can cause unstable connectivity to the Company's trading platforms resulting in the client's orders to be placed with a possible delay in execution. As such, the order may be executed at more or less favorable prevailing market price offered by the Company via its platforms. A delay might also result in sending to the Company out of date market orders which might be declined by the Company.

d. NATURE OF ORDER

- The characteristics of an order can affect the execution of client order. The client can give the following different kinds of orders in CFDs:

- Market Order: An order to buy or sell at the price available at a given time. The order will be usually filled at the price the client sees on the Company's trading platform screen that is derived from the Company's liquidity providers. If the market has moved while the client is placing the order, the price may differ. The Client should consider this fact and may place Stop Loss or Take Profit orders.

- Pending Order: An order to buy or sell a financial instrument in the future at the best available price once a certain price is reached. The four types of pending orders are the

following: Buy Limit, Buy Stop, Sell Limit and Sell Stop. In addition, orders such as Stop Loss and Take Profit may also be considered as Pending Orders.

- Trailing Order: That kind of order allows the Client to place a Stop Loss order to an open position and works on the client terminal, which automatically updated to lock in profit while the market moves in the client's favor. Trailing Stop works in the Client terminal and not in the server and thus it will not work if the terminal is off.

e. LIKELIHOOD OF EXECUTION:

• The levels of volatility in the market affect both price and volume. The Company strives to provide the best possible price to its clients and makes every effort and necessary arrangements to do so; however, it may be impossible to guarantee the execution of any or all of the pending orders at the declared price. Market Orders under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) on any Financial Instrument at the declared price. In such case, the Company reserves the right to execute Client Orders at the best available price given the market depth and volatility for the given security at that point in time.

• The likelihood of execution depends on the availability of prices of the market makers/financial institutions. In some case it may not be possible to arrange an Order for execution, for example but not limited to the following cases:

- During news times
- During trading session start moments,

- During volatile markets where prices may move significantly up or down and away from declared prices

- Where there is rapid price movement. If the price rises or falls in one trading session to such extent that under the rules of the relevant exchange, trading is suspended or restricted.

- In cases 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

- Where there is insufficient liquidity for the execution of the specific volume at the declared price

- Where a force majeure event has occurred.

In addition, the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any Order or Request or Instruction of the Client in circumstances explained in the Client Agreement/General Terms and Conditions.

f. LIKELIHOOD OF SETTLEMENT:

The Company shall proceed with the settlement of all transactions upon the execution and/or time of expiration of the specific transaction.

g. SIZE OF ORDER:

• The client will be able to place his order as long as he has enough balance in his/her trading account.

The actual minimum size of an order is different for each type of Account. A lot is a unit measuring the transaction amount and it is

different for each type of CFD. The value of the minimum size of an order can be found unloaded on the Company's website Company's website as well as the value of each lot for a given CFD type.

The Company reserves the right to decline an order as explained in the agreement entered with the Client. Please refer to the Company's website for the value of the maximum volume of the single transaction. The Company also reserves the right to place a cap on the number of contracts and/or limit on the total net position value per profile for a specific instrument and/or to amend the minimum and maximum deal size for CFD products. In such an event, the Company will undertake all possible efforts to notify clients prior to such event.

h. MARKET IMPACT:

Some factors may rapidly affect the price of the underlying instruments/products from which the Company's quoted price is derived and may also affect other factors listed herein. The Company will take all reasonable steps to obtain the best possible result for its Clients.

3.2 The list of the execution factors described in clause 3.1.1 is non exhaustive and the order in which the above mentioned factors are presented shall not be considered as made on the priority of each factor.

4. EXECUTION PRACTICES IN FINANCIAL INSTRUMENTS

4.1 Slippage

You are warned that Slippage may occur when trading in Financial Instruments. This is the situation when at the time that an Order is

presented for execution, the specific price showed to the Client may not be available; therefore the Order will be executed close to or a number of pips away from the Client's requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is actually executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Please be advised that Slippage is a normal element when trading in financial instruments. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order at a specific price impossible to execute. In other words, your Orders may not be executed at declared prices.

4.2 Commission

The Client shall be charged commission, as a fixed amount per lot, when trading CFDs on a Razor account;

4.3 Mark-up - The prices on which Clients are trading include a mark-up; this means that the spreads on offer by the Firm comprise of (i) the raw spreads received from liquidity/ price provider(s) and (ii) any mark-up, where applicable).

5. TYPES OF ORDER(S) IN TRADING FINANCIAL INSTRUMENTS

(a) Market Order(s)

Market Order: An order to buy or sell at the current market price that is available. The system automatically aggregates the volume received from a third party LPs and executed the 'market order' at best available price at the time of execution

(b) Pending Order(s)

The Company offers the following types of Pending Orders: Buy Limit, Buy Stop, Sell Limit or Sell Stop orders to accounts used to receive and transmit Client Orders in financial instruments for execution to another entity (known as STP). A Pending order is an order that allows the user to buy or sell a financial instrument at a pre-defined price in the future. These Pending Orders are executed once the price reaches the requested level. However, it is noted that under certain trading conditions it may be impossible to execute these Orders at the Client's requested price. In this case, the Company has the right to execute the Order at the first available price. This may occur, for example, at times of rapid price fluctuations of the price, rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions.

It is noted that Stop Loss and Take Profit may be attached to a Pending Order. Also, pending orders are good till cancel.

(c) Take Profit

Take Profit order is intended for gaining the profit when the financial instrument price has reached a certain level. Execution of this order results in complete closing of the whole position. It is always connected to an open

position or a pending order. The order can be requested only together with a market or a pending order. Under this type of order, the Company's trading 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).

(d) Stop Loss

This order is used for minimizing of losses if the financial instrument price has started to move in an unprofitable direction. If the financial instrument 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 of this order provisions (the order is always set below the current Bid price), and it does with Ask price for short positions (the order is always set above the current Ask price).

6. DIFFERENT TYPES OF ACCOUNTS IN FINANCIAL INSTRUMENTS

6.1 The Company offers different types of accounts (to both retail and professional clients). Hence you should also refer to the particular characteristics of each account for more details, on the Company's Website.

7. BEST EXECUTION CRITERIA

7.1 The Company will determine the relative importance of the above Best Execution Factors (of paragraph 3 above) 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 including the categorization of the client as retail or professional.

(b) The characteristics of the Client order.

(c) The characteristics of the underlying Financial Instruments that are the subject of that order.

(d) (c) The characteristics of the execution venue to which that order is directed.

7.2 For Retail Clients, the best possible result shall be determined in terms of the total consideration, unless the objective of the execution of the order dictates otherwise, 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, as applicable.

8. CLIENT'S SPECIFIC INSTRUCTIONS

8.1. Whenever there is a specific instruction from or on behalf of a Client the Company shall arrange – to the extent possible – for the execution of the Client order strictly in accordance with the specific instruction.

WARNING: In case a client gives a specific instruction on an order and the Company has

accepted this instruction, the Company will execute the order in accordance with that specific instruction. This may prevent the implementation of this Policy in order to ensure the best possible result for the execution of that particular order.

8.2. Trading rules for specific markets or market conditions may prevent the Company from following certain of the Client's instructions.

8.3 The Company will take all possible reasonable measures to ensure and obtain the best possible result for its clients. Without prejudice to the aforementioned statement, the Company does not guarantee that when executing a transaction, the Client's price will be more favorable than it might be available elsewhere.

9. EXECUTION ON CLIENT ORDERS

9.1. The Company shall satisfy the following conditions when carrying out Client Orders:

(a) ensures that orders executed on behalf of Clients are promptly and accurately recorded and allocated;

(b) carries out otherwise comparable Client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable;

(c) informs a retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

10. EXECUTION VENUES

10.1. Execution Venues are the entities with which the Orders are placed. For the purposes of Orders for the Financial Instruments, third Financial Institution(s) will be the Execution Venue and not the Company. Financial Institutions acting as Execution Venues are BMFN- Boston merchant financials, Globe Pro Ltd, XNT LTD, Divisa UK Limited and BMFN Europe Divisa.. Furthermore, it is reasonably informed on the Clients and potential Clients that Globe Pro Limited is a related entity to the FXGlobe Limited. This fact directed the Company to consider the vital importance of Conflict of Interests that may arise out of such business affairs and concluded that at all times it should ensure that the following is adhered by both companies

A list of these financial institution(s) will be made known to Clients in a durable medium or may be publicized on the main website of the Company. The list may be changed at the Company's discretion by giving at least one business day prior notice to the Clients.

10.2. The Client acknowledges that the transactions entered in Financial Instruments with the Company are not undertaken on a recognized exchange, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions.

11. CLIENT'S CONSENT

11.1 This Policy forms part of the Client Agreement between the Client and the Company. Therefore, by entering into an agreement with the Company, the Client also agrees to the terms and Conditions of this

Order Execution Policy, as presented in this document. As such, the Company considers that the Client has given his/her consent to this Policy as well as that the Client has given his/her consent to the Company to receive and transmit an order for execution outside a regulated market or an MTF

12. AMENDMENT OF THE POLICY AND ADDITIONAL INFORMATION

12.1. 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.

13. IMPORTANT INFORMATION

13.1 Leverage restrictions may apply for certain financial instruments. The Client should visit www.fxglobe.com or contact the Company by email at the email address info@fxglobe.com