



FINIOR CAPITAL LIMITED
Order Execution Policy

Update: 01/04/2022

Order Execution Policy

Overview

Finior Capital Limited Limited (“Finior Capital Limited”, “Company”, “we” or “us”) registered under the Laws of the Abu Dhabi Global Market (“ADGM”) under license number 000001143, authorized and regulated by the Financial Services Regulatory Authority (“FSRA”) under license number 170018, having its registered offices at the Room 703, 7th Floor, Al Sila Tower, Abu Dhabi Global Market Square, Abu Dhabi, UAE

This Order Execution Policy (“Policy”) must be read in conjunction with, and constitutes part of, the Standard Terms of Business Agreement. The financial instruments provided by Finior Capital Limited are Contracts for Difference (“CFDs”). Trading CFDs are complex products with high risks involved. Finior Capital Limited has the sole discretion to decide which types of financial instruments to make available and to publish on its platforms and transmit the prices at which these can be traded by its clients using the Electronic Trading Services. These prices, published on its trading platform, are provided via live streaming prices received by Finior Capital Limited from third party liquidity providers. Finior Capital Limited will always be the counterparty to every trade by offering these products directly to you; therefore, if the client decides to open a transaction with Finior Capital Limited, then that position can only be closed with Finior Capital Limited.

Execution Model

The Company is responsible for the provision of the investment service “buying, selling, subscribing for or underwriting securities as an agent”. We are therefore your “execution only” platform. In dealing with us, you transact directly with us and not on any exchange or other external market or venue. Any trades with us are non-transferable. If you create an open position with us you must close it with us.

Consent

By entering into an agreement with Finior Capital Limited for the provision of our services, the client agrees and consents to the terms of this Policy. In addition, a clear and prominent warning is disclosed to Finior Capital Limited clients (within the Customer Agreement) that any specific instruction from a client may prevent us from taking the steps that it has designed and implemented in its execution policy for obtaining the best possible result for the execution of those orders in respect to the elements covered by those instructions.

Specific Instructions

In circumstances where the client provides Finior Capital Limited with a specific instruction as to how to execute an order and Finior Capital Limited has accepted this instruction, then Finior Capital Limited will execute the order in accordance with that specific instruction. It is noted that specific instructions may prevent Finior Capital Limited from taking the steps that it has designed and implemented

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in this Policy to obtain the best possible result for the execution of that particular order in respect of the elements covered by those instructions.

Execution Venue

Execution venues are the entities with which the orders are placed, or to which the Company transmits orders for execution. The Company is the sole execution venue for the execution of clients' orders. Acting as an agent, upon receipt of an order, Finior Capital Limited opens an exactly identical order on its name with its hedging counterparty, in accordance with the order received or accumulatively (i.e. enters into back to back trades). The client acknowledges and consents that the transactions entered in financial instruments with the Company's execution venue (Trading Platforms and Electronic Trading Services) are considered to be over the counter (OTC) and as such they may expose the client to greater risks than regulated exchange transactions.

Losses

If losses occur at the initial outset of speculative activity, it is possible that higher risks may have to be taken in order to recover the initial capital outlay. Higher risks could ultimately translate to higher losses. The probability of a large price movement may be lower than the probability of a smaller price movement. The more often trades with a reduced chance of profiting are entered into, the smaller the total probability of being profitable becomes. You have to pay to Finior Capital Limited all losses sustained as well as all other amounts payable under the Customer Agreement such as interest or other fees. If clients decide to engage in CFDs trading, you must accept this degree of risk.

Appropriateness

Subject to our obligation is to assess the appropriateness of the Electronic Trading Services for your circumstances, any decision whether or not to open an account, and whether or not you understand the risks of executing Transactions or Trades on the Trading Platforms is yours.

Seeking Expert Advice

Please note that further risks exist but are not listed here due to the impossibility of covering every conceivable risk. You should in any case seek expert advice before commencing trading with us.

Underlying Instruments

Price fluctuations of the underlying CFDs instruments may be so significant within short time intervals that clients may be unable to have time to deposit additional funds for the purpose of posting a margin call and the CFDs transaction will have to be forcibly liquidated. Additionally, your risk of loss cannot be limited by stop loss orders, as Finior Capital Limited is only obliged to execute this type of order at the "next available" price of the underlying CFD.

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Historic price performance movement does not guarantee future price performance

The historical movement of prices does not give a reliable indication of the movement of prices in the future. Past performance is no indication of future performance and you should understand that market trends can vary significantly over time.

Not a Long-term investment

Open transactions attract fees that are charged to the clients either determined as a fixed fee or calculated as a percentage mark-up. These costs also increase the threshold beyond which clients may make a profit from their original investment. Therefore, CFD products are not suitable as a long-term investment.

Slippage

At times of high volatility or dependent on the volume of your trades, trades will then be executed at the next best price subject to possible slippage. Stop / Limit orders may also be affected by this. If the execution price is better than the price requested by the client, this is referred to as 'positive slippage'. In contrast, if the execution 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 market practice and a regular feature of CFD trading.

Limit Orders:

This is an order to buy or sell once the market reaches the 'limit price'. Once the market reaches the 'limit price' the order is triggered and executed at the market.

Take Profit:

This is an order to secure profits. Once the market reaches the 'take profit price', the order is triggered and treated as a 'limit order'. If the 'take profit' is not triggered it shall remain in the system until a later date.

Pending Order Modification/Cancellation:

An order can be modified by the client if the market did not reach the price level specified by the client and the order was not cancelled in the meantime.

Stop Loss Order

An order to close out or, as the case may be, to open a position if the market price reaches a specified price, which may represent a loss or a profit on the relevant Transaction.

Trailing Stop

A Stop Loss Order which is always attached to an open position and which automatically moves once profit in points becomes equal to or higher than the specified level for that Trailing Stop and which will continue to move automatically

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with each subsequent price movement only if that price movement is profitable. For the avoidance of doubt, as Trailing Stop works only in the client terminal, not in the server like a Stop Loss Order, it will not work when the Terminal is not connected, and may not work as intended during extreme volatility of underlying prices.

Best execution

All Transactions are entered into by the client at his/her sole responsibility, risk and expense and subject to the terms and conditions set out in the client. In any transaction for or with a client, Finior Capital Limited shall use reasonable diligence to ascertain the best outcome for the client in which to buy and/or sell so that the resultant price to the client is as favorable as possible under prevailing market conditions. Among the factors that will be considered in determining whether Finior Capital Limited has used reasonable diligence are:

- the prevailing market conditions (e.g., price, volatility, and relative liquidity);
- the size and type of transaction;
- accessibility of the quotation; and
- the terms and conditions of the order (i.e. the speed in which the transaction has been communicated to Finior Capital Limited)

Price

The prices shown on the Trading Platforms and Electronic Trading Services and at which customers can enter into Transactions are the prices derived from the liquidity sources. These prices will not be always identical to those quoted by or available from any individual information provider or other data source.

Cost

Transaction costs are an important factor, which not only influence the profit or loss of every single transaction but also reduce the overall likelihood of achieving profitability. These costs include the initial spread, commissions where applicable, currency conversion costs, and rollover costs and applicable taxes.

Spread

Finior Capital Limited offers variable raw spread accounts. The spread you are offered is the spread you pay. However variable or floating spread is a constantly changing value between the ask and bid prices. Variable Spreads can be widened due to market conditions, liquidity and market volatility and is applicable to certain products. Details of such products can be provided upon request, if required.

Commission

For all types of CFDs that the Company offers, the commission is not incorporated into the Company's quoted price and is instead charged explicitly to the client account after the execution of an order. For opening positions in some financial

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instruments, a commission or a financing fee might be applied either in the form of a percentage of the overall value of the trade or as a fixed amount. Commission, fee, taxes, charges, etc. shall be communicated to you in an open and transparent manner.

Rollover Costs/Overnight Financing Fees

Positions which are to be held overnight or over the weekend which are not Fixed Expiry contracts incur a financing charge/fee. The overnight finance fee is not incorporated into the Company's quoted price and is instead charged explicitly to the client account. In the case of financing fees, the value of opened positions in some types of Financial Instruments is increased or reduced by a daily financing fee "swap" (overnight interest rate) throughout the life of the contract. Financing fees are based on prevailing market interest rates, which may vary over time. The time of day we use to define the start of a new trading day is 22:00 London time (22:00 GMT in winter, 21:00 GMT in summer). If a position that is opened before this time is still open at this time, then it will be considered to have been 'rolled over' to the new day, (also known as 'held overnight') and therefore be subject to any relevant finance fees. Details of daily financing fees applied are available in the Contracts specifications in the Trading Platforms. The Company updates its prices as frequently as the limitations of technology and communications links allow.

Currency Conversion Cost

Any currency conversion calculations are provided by Finior Capital Limited Limited to the client in the currency in which the trading account is denominated and the currency of the relevant CFD, using the "live" rate from our Trading Platforms and Electronic Trading Services.

Information

Finior Capital Limited continually processes the price information from the various information providers and feeds the information into the Trading Platforms and Electronic Trading Services after validating and authenticating it, and adjusting the prices to provide spreads which Finior Capital Limited considers appropriate in light of market conditions and other circumstances.

Speed of Execution and Latency

Speeds are typically measured in milliseconds from origin to you. The Company places a significant importance when executing client's Orders and strives to offer the highest speed of execution within the limitations of technology and communication links. Obviously, prices change over time. The frequency with which they do varies with different financial instruments and market conditions (e.g. market volatility, liquidity). Considering that the tradable prices which are distributed via Finior Capital Limited Trading Platforms, FIX API, technology used by the client to communicate with Finior Capital Limited plays a crucial role. For instance, the use of a wireless connection or clients' software and hardware as well as clients' in

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Internet connectivity and speed or any other communication link to the server that can cause a poor internet connection can cause unstable connectivity to Finior Capital Limited Trading Platforms, FIX API. The result for the client is to experience slippage and place his orders with a delay (latency) and the order to be executed at better or worse prevailing market price (price gap) offered by Finior Capital Limited via its platform.

Margin and Transactions, spreads may change frequently

In any event, Finior Capital Limited has the right to vary its spreads at any time in its absolute discretion without notice. As a condition of the entry into each Transaction for the Account, the client must provide and maintain in the Account sufficient margin as determined by Finior Capital Limited in its sole discretion from time to time. It is also the client's responsibility to ensure that each Transaction in the Account is fully margined at all times. If the client fails to provide any margin, deposit or other sum due in respect of any transaction, Finior Capital Limited does not guarantee that any Transaction or Transactions can be entered into at any given price or at all.

Likelihood of execution

While the Internet is generally reliable, technical problems or other conditions may from time to time delay or prevent the client from accessing the Trading Platforms and Electronic Trading Services and executing trades. Liquidity can affect order execution. When customers place a high volume of orders, order imbalances and backlogs can occur, requiring more time to execute orders. Execution delays can be caused by the number and size of orders and ultimately this will affect the processing speed at which current quotations or last-sale information is provided based on system capacity constraints. At times of high volatility or dependent on the volume of your trade/s, your trades will then be executed at the next best price subject to possible slippage. Stop / Limit orders may also be affected by this.

Likelihood of Settlement

Finior Capital Limited shall proceed with the settlement of all transactions upon the execution and/or time of expiration of the specific transaction. All Company's products (CFDs) do not involve the delivery of the underlying asset as if for example had bought shares but rather are settled in cash.

Size

Finior Capital Limited's bid/ask offer for clients to enter into Transactions is subject to size considerations. If offered, client trades may be executed at the 'market price' as opposed to the price seen on the screen at the time of request. At times of high volatility or dependent on the volume of trades, Transactions will then be executed at the next best price subject to possible slippage. Stop / Limit orders may also be affected by this. Transactions, which the client may offer to place, are subject to minimum and maximum limits established in Finior Capital Limited absolute discretion.

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Potential Risks

• OTCs

Over The Counter (“OTC”), products are not executed on a formal exchange. Therefore, an officially established price does not exist. Finior Capital Limited sets prices, at which the client can trade and enter into at its own discretion. These trades can only be closed at the prices quoted by Finior Capital Limited.

• CFD's

There are certain jurisdictions where the sale, promotion, and distribution of certain speculative derivative contracts such as CFDs offered are restricted. These supervisory actions are as a result of findings noted how sovereign regulators had experienced a surge in the number of complaints in relation to these financial instruments.

• Quoting

In the event that no price is available to us for any security on which we generally quote a CFD price, whether because such security is not quoted on the market on which it is listed or for any other reason, we will not generally quote a price for a CFD on such security. In such event, we shall not be liable for any losses arising from any delay or loss caused to you by the price unavailability

• Margin

Margined trades can lead to a total loss of the capital allocated for trading. The risks of these transactions can only be controlled to a certain degree (by hedging) or limited with respect to the amount at stake by making use of Stop Loss Orders.

• Gearing/Leverage

The “gearing” or “leverage” available in CFD and spot forex Transactions trading (i.e. the funds Finior Capital Limited requires you to provide when a position is opened compared to the notional size of trade you can enter into) means that a small margin deposit can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the size of any loss or profit which can work against you as well as for you.

• Knowledge and Experience

Clients may be exposing themselves to risks that fall outside their knowledge and experience and/or they may not have the knowledge or experience to properly assess and/or control by way of mitigating the consequences.

• Transaction Costs

Transaction costs are an important factor, which not only influence the profit or loss of every single transaction but also reduce the overall likelihood of achieving profitability. These costs include the initial spread, funding costs, and rollover costs.

• Spreads

Finior Capital Limited normally quotes bid prices (at which the client can offer to

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buy) for each Transaction. These prices may not be identical to those quoted by or available from any individual information provider or other data source.

- **Rollover Fees**

If positions are held overnight or over a weekend, a considerable risk results from the fact that the price of the underlying can change considerably between the time when markets close and the time when they reopen. It is not possible to enter into closing or hedging transactions during the period in which the market is closed. Positions which are to be held overnight or over the weekend incur a financing charge.

Monitoring and Reviewing the Order Execution Policy

With Monitoring and Reviewing the Order Execution Policy Finior Capital Limited aims to deliver the best possible result for the client, and, where appropriate, Finior Capital Limited reserves the right to amend or correct any deficiencies of our order execution policy. We will review our order execution arrangements and policy regularly and whenever a material change occurs that affects our ability to continue to obtain the best possible result for our clients. We will notify you of any material changes to our execution arrangements or our order execution policy by posting updates on www.finiorcapital.com Other Information. The trading conditions including trading hours for particular products are available at Finior Capital Limited website. Finior Capital Limited only provides the client with access to its Trading Platform(s). We do not have any fiduciary duty or act in any other capacity.