ORDER EXECUTION POLICY

RoboMarkets

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ORDER EXECUTION POLICY

The Policy summarizes the arrangements RoboMarkets Ltd., (hereinafter referred to as "the Company") has put in place under the applicable regulations to meet the Company's obligations to take all reasonable steps to obtain the best possible result for the Client when the Company execute orders in financial instruments on the Client's behalf and to act in the Client's best interests when the Company receives and transmit client orders to other firms for execution. In the Policy, the Company refers to both these obligations as the Company's obligation of best execution.

1. DEFINITION

1.1 "Execution Criteria" means those factors listed in Section 6 of this Order execution policy.

1.2 "Execution Factors" means those factors listed in Section 4 of this Order execution policy.

1.3 "Execution Venue" means a market maker or other liquidity provider or entity that performs a similar function in a third country to the function performed by any of the foregoing.

1.4 "Financial Instruments" means and includes but is not limited to:

- 1.4.1 Foreign Exchange;
- 1.4.2 Money-market instruments.

1.5 "FSA" means the Seychelles Financial Services Authority.

1.6. "Order" means, an instruction to buy or sell a Financial Instrument which is accepted by RoboMarkets Ltd for execution or transmission to a third party.

2. PURPOSE

2.1 The Company puts in place this Order Execution Policy in order to obtain the best possible result on behalf of the Client. The purpose of this Order execution policy is to, therefore, provide the Client with information on Order Execution Policy and obtain the Client's consent to it.

2.2 Where a Client makes reasonable and proportionate requests for information about the policies or arrangements and how they are reviewed, The Company shall answer clearly and within a reasonable time.

2.3 Upon acceptance of a client Order and when there is no specific client instruction regarding the execution method, we will endeavor to execute that order in accordance with the Order execution policy.

3. SCOPE AND APPLICATION

3.1 This Order execution policy applies to Financial Instruments as defined in Section 1 (Definition) and when we execute orders on the Client's behalf. This is where the Client can rely on the Company to protect his interests in relation to the pricing or other aspects of the transaction that may be affected by how the Company execute the Order. For example, this will be the case where we execute an Order by dealing as an agent, or where we execute an Order by dealing as riskless principal on the Clients behalf, which will be executed on an over the counter basis rather than on a regulated market or Multilateral Trading Facility.

3.2 Where we use automated systems ("Platform") to route and execute the Client's Orders. When such Orders are received by us, they are automatically routed to an execution venue which we have assessed to be the best execution. Therefore, we are not seen as executing Orders on the Client's behalf where we publish a quote to provide a "request for quote" service and you transact with the Company on the basis of that quote.

3.3 For products that don't require commission to be paid for trading activity, the Company applies markups to prices received from Liquidity Providers. Markup means a value that the Company adds to published Ask price or deducts from published Bid price of financial instrument. Markups are disclosed on the website of the Company in sections dedicated to particular types of accounts.

4. ORDER EXECUTION

Subject to any specific instructions that may be given by you, when executing Orders on the Client's behalf, we will take reasonable steps to obtain the best possible result for our clients taking into account the Execution Factors highlighted below. We will determine the relative importance of the Execution Factors by using our commercial judgment and experience in light of the market information available and taking into account the execution criteria described below.

The Company doesn't re-quote prices asymmetrically, nor does its' pricing system have detrimental asymmetrical slip-page parameters. It is designed to ensure that any slippage is based on real market conditions only.

5. EXECUTION FACTORS

5.1 The Execution Factors that will be taken into account are:

- 5.1.1 Price;
- 5.1.2 Costs;
- 5.1.3 Speed;
- 5.1.4 Likelihood of execution & settlement;

5.1.5 Size of order;
5.1.6 Client type;
5.1.7 Nature of order - e.g. whether a market or limit order or a negotiated transaction;
5.1.8 Any impact the Client's order, when and if published, may have on the market price & other considerations relevant to the execution of the Order.

5.2 Price will ordinarily merit a high relative importance in obtaining the best possible result. However, when a Client wishes to execute orders on a particular Venue, it's considered to be a specific instruction. Following specific instructions might prevent the Company from providing the Client with best execution in relation to such transactions.

6. EXECUTION CRITERIA

6.1 The Execution Criteria that will be taken into account are the characteristics of:

6.1.1 The nature of the client Order;

6.1.2 The characteristics of the Financial Instruments that are subject to that Order;

6.1.3 The characteristics of the Execution Venues to which that Order can be directed.

7. EXECUTION VENUES

7.1 Our prices on foreign exchange products are sourced from independent prices provided by liquidity providers such as banks and brokers. During the process of the selection, appointment and periodic review of the execution venues, the Company takes into account including but not limited to: nature of cooperation, expertise and market reputation, financial standing and regulating / licensing of such institutions. In order to give effect to the execution policy, the Company selects the execution venues that enable it to obtain on a consistent basis the best possible result for the execution of client orders. The execution venues are the sources of liquidity that the Company accesses for each of the financial instruments in respect of which the Company executes client orders.

7.2 The aforesaid obligation to take all reasonable steps to obtain the best possible result for the client should not be treated as requiring the Company to include in its execution policy all available execution venues. The Company may, therefore, place client orders at other execution venues in order to provide best execution and investment protection to its clients.

7.3 We will regularly assess the execution venues available in respect of any products that we trade with to identify those that will enable us, on a consistent basis, to obtain the best possible result when executing Orders.

7.4 For orders in CFDs sent on MT4 Pro Cent server, the Company may act as a principal and not an agent acting therefore as the sole execution venue for such orders.

8. PLACING OF INSTRUCTIONS

8.1 The Client may provide the Company with instructions or orders in writing, electronic means or orally (including by telephone), unless the Company informs the Client that the instructions can only be given in a particular way.

8.2 If the Client provides the Company with instructions via telephone, the Clients conversations may be recorded. If any instructions are received by the Company via telephone, computer or other medium the Company may request the Client to confirm such instructions in writing.

8.3 The Company shall be authorized to follow instructions notwithstanding the Clients failure to confirm them in writing. The internet and other electronic communications may not be secure, reliable or timely.

8.4 The Client should acknowledge that any instructions sent by the Client through the internet or other electronic means may be intercepted, copied, adapted or imitated by third parties.

9. AUTHORITY

The Company shall be entitled to act on behalf of the Client upon instructions, given or purporting to be given by the Client, or any person authorized on the Clients behalf without further inquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions.

10. CANCELLATION/ WITHDRAWAL OF INSTRUCTIONS

If the Client requests the Company to cancel given instructions, the Company shall only be able to do so if it has not yet acted on those instructions. Instructions may only be withdrawn or amended by the Client with the Company's consent.

11. RIGHT NOT TO ACCEPT INSTRUCTIONS OR ORDERS

The Company may, but shall not be obliged to, accept instructions to enter into a Transaction. If the Company declines to enter into a proposed Transaction, it shall not be obliged to provide a reason for doing so, however, the Company shall promptly notify the Client accordingly.

Unless otherwise agreed with the Client, instructions for the simultaneous sale and purchase of a security or a financial instrument on behalf of the same beneficial owner may not be given under this Agreement.

12. CONTROL OF INSTRUCTIONS OR ORDER PRIOR TO EXECUTION

The Company holds the right (but not obligation) to set limits and/or parameters to control the Clients ability to place instructions at its absolute discretion. Such limits and/or parameters may be amended, increased, decreased, or removed or added to by the Company at its absolute discretion and may include (without limitation):

12.1 Controls over maximum instruction amounts and maximum instruction sizes;

12.2 Controls over our total exposure to the Client;

12.3 Controls over prices at which instructions may be submitted (to include, without limitation, controls over instructions which are at a price which differs greatly from the market price at the time the instruction is submitted to the order book);

12.4 Controls over RoboMarkets Ltd Online Facility to include, without limitation, any verification procedures intended to ensure any particular instruction or instructions has come from the Client directly;

12.5 Any other limits, parameters or controls which the Company may be required to implement in accordance with Applicable Regulations.

13. CONFIRMATIONS

13.1 The Company shall send the Client confirmations promptly for any Transactions that have been executed on the Clients behalf, by electronic means over RoboMarkets Ltd Online Facility ("RoboMarkets Ltd Online Transaction"). The Client agrees to be bound by the terms of each RoboMarkets Ltd Online Transaction as reflected either in a Pop-up Image or in a Trade Confirmation issued over RoboMarkets Ltd Online Facility.

13.2 Upon execution of a RoboMarkets Ltd Online Transaction, a pop-up image will appear on the screen page of the RoboMarkets Ltd Online Facility, containing certain key economic terms and details of the Transaction entered into.

13.3 RoboMarkets Ltd Online Facility permits the Client to disable the function producing the Pop-up Image, but if the Client elects to do so, he shall bear any loss or costs incurred by this action, whilst acknowledging that the Client may not receive any notice that an attempted RoboMarkets Ltd Online Transaction was not successfully completed.

13.4 If, for any reason the system supporting the RoboMarkets Online Facility fails to accept the Clients proposed terms of an attempted RoboMarkets Online Transaction (as reflected by the fact that the attempted RoboMarkets Online Transaction doesn't appear in the Clients Trade Confirmation), the Company shall not be bound by the Clients proposed terms, regardless of whether or not the Client was aware thereof, and no transaction shall be executed;

13.5 When economic and other relevant trade details of a RoboMarkets Online Transaction are accepted by the system supporting the RoboMarkets Online Facility and are made available on the Clients trade statement found on RoboMarkets Online Facility (the "Trade Confirmation"), such confirmations shall, constitute a valid "confirmation" for the purposes of this Agreement, sufficient for all purposes to evidence and a binding supplement to this Agreement;

13.6 Confirmations shall in the absence of manifest error, be conclusive and binding unless the Company notifies the Client of an error in the Trade Confirmation. If the Company notifies the Client of any such error, it shall issue a revised Trade Confirmation which will be conclusive and binding, unless the Company receives the Clients objection in writing within one (1) Business Day of dispatching the revised Trade Confirmation.

14. INTERMEDIATE BROKER AND OTHER AGENTS

The Company may at its own discretion, arrange for any Transaction to be affected with or through the agency of an intermediate broker, who may be an Associate to it.

Neither the Company nor its respective directors, officers, employees or agents will be liable to the Client for any act or omission of an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by the Client.

15. PERFORMANCE AND SETTLEMENT

The client will promptly deliver any instructions, money, documents and other relevant information for a Transaction which was modified via the Client request made to the Company for the purpose of enabling the Company to perform its obligations for Transaction matching on a Market or with an intermediate broker.

16. POSITION LIMITS

The Company may require the Client to limit the number of open positions which he may have with the Company at any time. The Company may in its sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

17. TRADE SUSPENSION

The Company holds the right to without notice (or with instant notification) to suspend the trade in illiquid and non-market time.

18. TRADE REPORTING AND LIMIT ORDERS

Under Applicable Regulations, the Company may be obliged to publicize information about certain Transactions. The Client agrees and acknowledges that any and all proprietary rights in such Transactional information are owned by the Company and the Client waives any duty of confidentiality attached to the information which the Company may reasonably disclose.

19. OTHER FACTORS AFFECTING EXECUTION OF THE CLIENT'S ORDERS

19.1 We reserve the right to modify our spread under certain market conditions, including but not limited to fundamental market announcements, where there is a fast moving market or low liquidity.

19.2 The majority of the trades should be automatically priced and executed over our Platform. However, in certain circumstances, such as for example, unusual market conditions or the size and nature of the Client's order of a Financial Instrument may be wholly or partly manually priced and/or an order may be manually executed. During times of high demand, manual pricing and/ or execution may cause delays in processing the Client's order which in turn can have an impact on the price at which the Client's order is executed. We have invested substantially in our technology to minimize the risk of such delays.

19.3 Due to the fact that orders in all CFDs are being executed outside of a trading venue, if the counterparty of Client's trades face force majeure, it could be difficult or impossible to close such positions.

20. SPECIFIC INSTRUCTIONS AND DIRECT MARKET ACCESS

20.1 Where you provide the Company with specific instructions as to the execution of an Order, we will execute the Order in accordance with those specific instructions. Where the Client's instructions relate to only part of the Order, we will continue to apply its Order execution policy to obtain the best possible result in respect of the elements covered by those instructions.

Where the Company offers the Client direct market access (DMA) through an electronic system, this enables the Client to place orders which are routed directly to an exchange's order book. The Company will be treated as having satisfied the Company's best execution obligation to the Client when the Client place specific instructions through the direct market access the Company provides to the Client.

20.2 We may transmit an Order that is received from you to an external entity such as a third-party broker for execution. In doing so, we must act in the Client best interest.

We may independently choose a liquidity provider for an Order execution.

21. MONITORING

21.1 We will review our order execution arrangements regularly. We will also review our Order execution policy annually and whenever a material change occurs that affects our ability to continue to obtain the best possible result for our clients.

21.2 We will notify you of any material changes to our Order execution policy by posting an updated version of this document on Company's website in the news section of www.robomarkets.sc or by email.

22. ABNORMAL MARKET CONDITIONS

22.1 During the periods of normal market conditions, where is no serious volatility, reductions of liquidity or major market news publications, orders are usually executed within 0.1-0.4 seconds from the fact of reception of order. The Policy will not apply during the time of severe market volatility, and/or internal or external system failure where instead the ability to execute orders on a timely basis, or at all, will become the primary factor. In the event of system failure the Company may not be able to access all of the Company's chosen execution venues.

22.2 Under abnormal market conditions, including but not limited to major market news publications, where there is a volatile market or low liquidity, market spreads tend to increase drastically. The fact of sharp reduction of liquidity can entail serious slippages of market and stop orders. During the trading under abnormal market conditions, order execution time will vary depending on processes arranged by the LPs. In the most cases, order will be executed within 1.6 second from the fact of its reception. Exclusions will occur depending on the nature of the instrument and LP that accepted the order for execution.

23. CONSENT

The Order execution policy forms part of the Client Agreement and the Client’s consent to it will be deemed to be provided when you provide the Client’s consent to our Client’s Agreement. All orders in CFDs will be executed on the OTC (over-the-counter) basis.

The Company is also required to obtain the Client’s prior express consent before it transmits its order for execution outside a regulated market or an MTF (Multilateral Trading Facility). The Client’s consent to it will be deemed to be provided when you provide the Client’s consent to the Present Order Execution Policy and our Client’s Agreement.