BEST EXECUTION

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Contents 1

1. Introduction 2
2. Scope 2
3. Best Execution 2
4. Best Execution Factors 5
5. Best Execution Criteria 8
6. Order Types 10
7. Execution Venues 14
8. Prevention of Insider Trading 16
9. Prevention of Churning 16
10. Monitor and Review 16
11. Client Consent 17
12. Important Information 17

1. Introduction

1.1 This Order Execution Policy defines the order execution practices of ZERO Financial LTD Limited ("ZERO Financial LTD"). ZERO Financial LTD is required to take all sufficient steps to obtain the best possible result (best execution) on behalf of its Clients either when executing Client orders or receiving and transmitting orders for execution.

2. Scope

2.1. The Policy is effective and applies to all Retail and Sophisticated Clients.

2.2. This Policy applies when executing transactions in the Financial Instruments provided by the Firm. The Financial Instruments provided by the Firm are Contracts for Difference. It is up to the Firm's discretion to decide which types of Financial Instruments to make available and to publish the prices at which these can be traded. The Firm, through its trading platform, provides the Client with live streaming prices, "Quotes", along with a breakdown of the available volumes ("market depth") as received from its third-party liquidity providers. The Firm is always the counterparty (or principal) to every trade; therefore, if the Client decides to open a position in a Financial Instrument with the Firm, that position can only be closed with the Firm.

3. Best Execution

The Firm shall take all reasonable steps to obtain the best possible result for its clients taking into account the following factors when executing Clients orders against the Firm's quoted prices. Prices, costs and currency conversion carry the highest importance when executing transactions for our clients.

3.1. Price

Bid – Ask Spread: For any given Financial Instrument, the Firm will quote two prices: the higher price (ASK) at which the client can buy (go long) that Financial Instrument, and the lower price (BID) at which the client can sell (go short) that Financial Instrument; collectively referred to as the Firm's prices. The difference between the lower and the higher price of a given Financial Instrument is the spread which for trading platform includes Zero Financial's mark-up.

Pending Orders: Such orders as 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 Firm's price for a given Financial Instrument is calculated by reference to the price of the relevant underlying financial instrument, which the Firm obtains from third party liquidity providers. The Firm updates its prices as frequently as the limitations of technology and communications links allow. The Firm will not quote any price outside Firm's operations time (see execution venue below) therefore no orders can be placed by the Client during that time.

For ECN platforms, trades prices are obtained directly from the liquidity providers through an electronic execution system. This system automatically requests a quote from a selection of liquidity providers. In conjunction with the price, the Firm quotes the available liquidity, (or 'market depth'), as obtained from its third-party liquidity providers. The Firm's software will automatically aggregate all available liquidity at the best possible prices available and fill at the Volume-Weighted Average Price (VWAP).

3.2. Costs

For opening a position in some types of Financial Instruments the Client may be required to pay commission or other fees, if applicable; these amounts are disclosed in the contract specifications available in the Firm's website.

Commissions: Commissions will be charged as a fixed amount and can be found on the Firm's website.

Financing Fee: 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" throughout the life of the contract. Financing fees are based on prevailing market interest rates, which may vary. Details of daily financing fees applied are available on the Financial Instruments Contracts Specifications section in the Firm's website.

For all types of Financial Instruments that the Firm offers, the commission and financing fees are not incorporated into the Firm's quoted price and are instead charged explicitly to the Client account.

3.3. Currency Conversion

The Firm may provide a currency conversion quote from the Client's base currency to the currency of the relevant Financial Instrument. This will not reflect and actual conversion of currency in the Client's account, and serves the purpose of calculating consideration in the base currency only.

3.4. Speed of Execution

The Firm places a significant importance when executing Client's orders and strives to offer high speed of execution within the limitations of technology and communications links. The use of wireless connection or dial-up connection 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 Firm's when using the Firm's electronic trading platform.

3.5. Likelihood of Execution

The Firm relies on third party liquidity providers for prices and available volume, therefore execution of the Client's orders will depend on the pricing and available liquidity of the providers. Although the Firm executes all orders placed by the Clients, it reserves the right to decline an order of any type.

3.6. Orders

Market Order, Buy Limit, Sell Limit, Sell Stop, Buy Stop, Stop Loss, Take Profit on Financial Instrument are executed in the manner explained in 'Order Execution' section above. It should be noted that the price at which a trade is executed at may vary significantly from original requested price during abnormal market conditions. This may occur, for example, at the following cases:

a) During Market opening times,
b) During news times,
c) During volatile periods where prices may move significantly up or down and away from declared price,
d) 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,
e) If there is insufficient liquidity for the execution of the specific volume at the declared The Firm, strives to provide the best possible price to its clients and makes every effort
f) and necessary arrangements to do so.

3.7. Likelihood of Settlement

The Firm shall proceed to a settlement of all transactions upon execution of such transactions.

3.8. Size of Order

3.8.1 ZERO Financial LTD reserves the right to place a cap on the number of contracts and/or limit the total net position value per profile for a specific instrument. In such an event, the Firm will undertake all possible efforts to notify clients prior to such an event.

3.8.2 The minimum size of an order is 0.01 lots on the trading platforms. Although there is no maximum order size that the Client can place with the Firm, the Firm reserves the right to decline an order, as explained in the agreement entered with the Client.

3.8.3 The Firm makes every effort to fill the Client's order irrespective of the volume. However, if execution is achieved, it may be at the best available price, as market liquidity may vary at the time of execution (See 'Likelihood of Execution').

ZERO Financial LTD 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. In such an event, the Firm will undertake all possible efforts to notify clients prior to such an event.

3.9 Market Impact

3.9.1 Some factors may affect rapidly the price of the underlying financial instruments from which the quoted firm price for its Financial Instruments is derived. These factors may influence some of the factors listed above. The Firm will take all reasonable steps to obtain the best possible result for its Clients.

3.9.2 The Firm does not consider these factors 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 Firm shall make sure that the Client's order shall be executed following the specific instruction.

The Firm will determine the relative importance of the above factors by using its commercial judgment and experience in the light of the information available on the market and taking into account the criteria described below:

a) the characteristics of the client including the categorisation of the client as retail or professional
b) the characteristics of the client's order
c) the characteristics of the underlying financial instruments that are the subject of that order
d) the characteristics of the execution venues to which that order can be directed

The best possible result for a client 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.

4. Best Execution Factors

When executing Orders, the Firm takes all sufficient steps to obtain the best possible result ("Best Execution") for Clients, taking into account price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the Order ("Best Execution Factors").

Where the Firm executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order. For determining the relative importance of the execution factors, the following criteria are taken into account:

1) The characteristics of the Client including the categorization of the Client as Retail or Sophisticated;
2) The characteristics of the Client order;
3) The characteristics of Financial Instruments that are the subject of that order;
4) The characteristics of the Execution Venues to which that order can be directed.

The Firm considers price and costs as the most important execution factors, followed by speed, likelihood of execution and settlement, size and nature, and market impact. The relative importance attached to these execution factors does not differ across the asset classes traded by the Firm.

4.1 Price – Highest Importance

For any given CFD, the Firm 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 Firm's prices. The difference between the lower and the higher price of a given CFD is the spread.

Firm's Prices: The Firm will quote to Clients the prices provided by the Execution Venue (see Section 7 below). The Execution Venue calculates and provides its own tradable prices for a given CFD by reference to the prices of the relevant underlying asset, which the Execution Venue obtains from third party reputable external reference sources (i.e. price feeders). The Firm's prices can be found on the Firm's trading platforms. The Firm updates its prices as frequently as the limitations of technology and communications links allow.

The main way in which the Firm will ensure that the Client receives the best price will be to ensure that the calculation of the bid/ask spread is made with reference and compared to a range of underlying price providers and data sources. The Firm reviews regularly or at least once a year its Execution Venue to ensure that relevant and competitive pricing is offered.

Despite the fact that the Firm takes every sufficient step to obtain the best possible result for its Clients, it does not guarantee that when executing an Order its price will be more favourable than one which might be available elsewhere.

Pending Orders: Such Orders as 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.

Certain ex-ante and ex-post quality checks are conducted by the Firm to ensure that prices obtained and subsequently passed on to Clients remain competitive. Such checks include, but not limited to, reviewing system settings/parameters, comparing prices with reputable price sources, ensuring symmetry of spread and checking the speed of price updating.

If the price reaches an Order set by you such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, then these Orders are automatically 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 Firm 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 in the Client Agreement and/or the Firm's website at (Click here)

4.2 Costs - Highest Importance:

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 Firm's website

Commissions: Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts. More information on commissions can be found on the Firm's website.

Financing Fee: 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 CFD (i.e. until the position is closed). Financing fees are based on prevailing market interest rates, which may vary over time. Details of daily financing fees applied are available on the Firm’s website.

For all types of CFDs that the Firm offers, the commission and financing fees are not incorporated into the Firm’s quoted prices and are instead charged explicitly to the Client account.

In addition, where the Firm transmits orders for execution to another third party, the Client may be required to pay additional costs (whether Execution Venue fees or other fees paid to a third party involved in the transaction), the amount of which is disclosed on the Firm's website.

Note that the Firm nevertheless may obtain a commission/inducement from its Liquidity Provider in consideration for the transmission of Clients Orders for execution to the Liquidity Provider. The Client has the right to contact the Firm for more clarifications in relation to these commissions.

Should the Firm at any period of time decide not to charge such costs, it shall not be construed as a waiver of its rights to apply them in the future, with prior notice to the Client as explained in the Client Agreement found on the Firm’s website. Such notice may be sent personally to the Client and/or posted on the Firm’s website.

4.3 Speed of Execution - Highest Importance:

The Firm places a significant importance when executing Client Orders and strives to offer high speed of execution within the limitations of technology and communications links. For instance, in cases where Clients are using a wireless connection or a dial up connection or any other communication link that can cause a poor internet connection then this may cause unstable connectivity with the Firm's trading platform resulting to the Client placing his Orders at a delay and hence the Orders to be executed at better or worst prevailing price offered by the Firm.

4.4 Likelihood of Execution - Medium Importance:

The Firm arranges for the execution of Client Orders with third party(ies) (i.e. Execution Venue); hence, execution may sometimes be difficult. The likelihood of execution depends on the availability of prices of the Execution Venue(s). In some cases it may not be possible to arrange an order for execution, for example, but not limited to, in the following cases: during news times, trading session start moments, volatile markets where prices may move significantly up or down and away from declared prices, where there is rapid price movement, where there is insufficient liquidity for the execution of the specific volume at the declared price, a force majeure event has occurred. In the event that the Firm is unable to proceed with an order with regard to price or size or other reason, the order will not be executed. In addition, the Firm 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 found at (Click here).

Since the Firm transmits orders for execution to a third party (another Execution Venue), the likelihood of execution depends on the pricing and available liquidity of such other third party.

In order to improve speed and likelihood of execution the Firm carries out certain ex-ante and ex-post quality checks. Such checks include, but not limited to, symmetric slippage checks, number of trades subject to slippage and comparing our average speed of execution with industry standards.

4.5 Likelihood of settlement – Low Importance:

The Firm shall proceed to a settlement of all transactions upon execution of such transactions. The Financial Instruments of CFDs offered by the Firm do not involve the physical delivery of the underlying asset, so they are not settled physically as there would be for example if the Client had bought shares. All CFDs are cash settled.

4.6 Size of Order – Low Importance:

The actual minimum size of an order may be different for each type of Client Account. A lot is a unit measuring the transaction amount and it is different for each type of CFD. Please refer to the Firm's website for the value of minimum size of an order and each lot for a given CFD type. If the Client wished to execute a large size order, in some cases the price may become less favourable. The Firm reserves the right to decline an Order in case the size of the Order is large and cannot be filled by the Firm or for any other reason as explained in the Client Agreement.

4.7 Market Impact – Medium Importance:

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

The Firm 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 Firm shall make sure that the Client's order shall be executed following the specific instruction.

5. Best Execution Criteria

5.1. When executing Client orders, the Firm takes into account the following criteria for determining the relative importance of the Best Execution Factors referred in paragraph 3 above:

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 Financial Instruments that are the subject of that Order;
d) The characteristics of the Execution Venue to which that Order is directed;

The Firm determines the relative importance it assigns, in accordance with the abovementioned criteria, to the Best Execution Factors by using its commercial judgment and experience in light of the information available on the market and taking into account the remarks included in paragraph 3. The Firm assigns the following importance level to the Best Execution Factors:

FACTOR	IMPORTANCE LEVEL	REMARKS
Price	High	We give strong emphasis on the quality and level of the price data that we receive from external sources in order to provide our Clients with competitive price quotes.
Costs	High	We take all sufficient steps to keep the costs of your 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	Medium	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	Low	See relevant description in Best Execution Factors (See Section 3 for CFDs).
Size of Order	Low	See relevant description in Best Execution Factors (Section 3 for CFDs).
Market Impact	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).

Where the Firm 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 and in case where there is more than one competing Execution Venue to execute an Order, 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 (see Paragraph 7 below) that is capable of executing that Order, the Firm's own commissions and costs for executing the order on each of the eligible execution venue shall be taken into account in that assessment. The Firm shall not structure or charge commissions in such a way as to discriminate unfairly between execution venues.

6. Order Types

Prices

ZERO Financial LTD receives price feeds from some of the world's leading liquidity providers. Having multiple liquidity providers is important especially during abnormal market conditions, such as times of extreme volatility. Under these conditions and even if a certain number of liquidity providers decide to widen the spreads or stop quoting prices at all, the Firm is still able to provide clients with competitive prices which for the trading platforms include Zero Financial's mark-up. The remaining liquidity providers shall continue competing to provide ZERO Financial LTD the best 'bid' and 'ask' prices.

Re-quoting

This is the practice of providing a secondary quote to the client after an 'instant order' has been submitted; the client must agree to this quote before the order is executed. ZERO Financial LTD will re-quote 'instant orders' if the requested price originally specified by the client is not available. The secondary quote provided to the client is the next available price received by ZERO Financial LTD from its third-party liquidity providers. ZERO Financial LTD does not re-quote 'pending orders'.

Slippage

At the time that an order is presented for execution, the specific price requested by 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. 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 practise and a regular feature of the foreign exchange and stock markets under conditions* such as illiquidity and volatility due to news announcements, economic events and market openings. Zero Financial's automated execution software does not operate based on any individual parameters related to the execution of orders through any specific client accounts.

* Please note that this is not an exhaustive list.

Partial fills

This is the practice of executing an order in parts if there is not enough liquidity in the market at the time in order to fill-in the full order at a specific price. Partial fills may be executed at different prices.

Commission

Clients may be charged commission when trading CFDs on forex and metals through the platform. Further information is available on the Firm's website.

Mark-up

Clients shall be charged a mark-up on spread when trading CFDs on forex, metals, oil, equities, indices and futures through the trading platform. Further information is available on the Firm's website.

6.1 Order Type Execution

Instant Order(s)

Instant Order: this is an order to either buy or sell at the 'ask' or 'bid' price (respectively) as it appears in the quotes flow at the time the client presents the order for execution.

Market Order(s)

This is an order to buy or sell at the current market price that is available. The system automatically aggregates the volume received from third party liquidity providers and executes the 'market order' at VWAP ('Volume-Weighted Average Price') that is the average and best available price at the time of the execution. Once the 'market order' is triggered it shall be subject to the conditions described in the 'Good 'til Cancelled' section.

6.2 Pending Orders

Stop Orders

This is an order to buy or sell once the market reaches the 'stop price'. Once the market reaches the 'stop price' the 'stop order' is triggered and treated as a 'market order'*. If the 'stop order' is not triggered it shall remain in the system until a later date subject to the conditions described in the 'Good 'til Cancelled' section. For CFDs on FX, spot metals, equities, indices and futures, 'stop orders' should be placed a minimum number of pips away from the current market price in order for these to be valid. Stop Orders placed within the current bid-ask spread will be automatically removed.

Stop Loss

This is an order to minimise losses. Once the market reaches the 'stop loss price' the order is triggered and treated as a 'market order'*. If the 'stop loss' is not triggered it shall remain in the system until a later date. For CFDs on FX, spot metals, equities, indices and futures, 'stop loss' orders should be placed a minimum number of pips away from the current market price in order for these to be valid. 'Stop Loss' orders placed within the current bid-ask spread will be automatically removed.

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 'limit price' or better. If the limit order

is partially filled, a new Limit order will be automatically created for the outstanding volume and executed once the market price reaches the originally requested 'limit price'. If the 'limit order' is not triggered it shall remain in the system until a later date subject to the conditions described in the 'Good 'til Cancelled' section. For CFDs on FX, spot metals, equities, indices and futures, 'limit orders' should be placed a minimum number of pips away from the current market price in order for these to be valid. Limit Orders placed within the current bid-ask spread will be automatically removed.

Stop-Limit Order

Shall mean an order that combines the features of stop order with those of a limit order. A stop-limit order will be executed at a specified price (or better) after a given stop price has been reached. Once the stop price is reached, the stop-limit order becomes a limit order to buy (or sell) at the limit price or better.

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. For CFDs on FX, spot metals, equities, indices and futures, 'take profit' orders should be placed a minimum number of pips away from the current market price in order for these to be valid. 'Take Profit' orders placed within the current bid-ask spread will be automatically removed.

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.

An order will be cancelled in the event any of the following occurs:

a) if a client manually cancels an order prior to the market reaching the price level specified by the client; or
b) if a client places an expiration time frame and this is reached; For further details, please refer to Appendix II

NOTE: Most of the orders shall be automatically executed by Zero Financial's trading platform, as described above. But it should be noted that ZERO Financial LTD reserves the right, at its absolute discretion, to manually execute in whole or in part an order of 100 lots or above, for major currency pairs. The same practice applies for orders of a significant size for minor currency pairs. In addition, orders may be manually executed at the discretion of the Firm in the event of a reasonable suspicion of arbitrage practices unrelated to market inefficiencies, including, but not limited to, latency arbitrage and swap arbitrage.

Good 'til Date ('GTD')

This is an execution setting that applies to 'pending orders' traded through the trading platform. The client may choose a specific date in the future until which the order shall remain 'live' and

pending for execution. If the order is not triggered during this pre-determined timeframe it shall be deleted from the system.

Good 'til Cancelled ('GTC') (= Expiry)

This is an execution setting that the client may apply to 'pending orders'. The order may remain 'live' and pending for execution until such time as the order is triggered and treated as a market order or cancelled by the client.

*** Market Order (Applicable for 'Stop Orders' and Stop Loss')**

This is an order to buy or sell at the current market price that is available. The system automatically aggregates the volume received from third party liquidity providers and executes the 'market order' at VWAP ('Volume-Weighted Average Price') that is the average and best available price at the time of the execution. Once the 'market order' is triggered it shall be subject to the conditions described in the 'Good 'til Date' and 'Good 'til Cancelled' sections.

6.3 Corporate Actions

Dividends

ZERO Financial LTD reserves the right to increase margin requirements prior to the release of a dividend.

Long Positions

Clients holding long positions on the ex-div date will receive a dividend in the form of a cash adjustment (deposit).

Short Positions

Clients holding short positions on the ex-div date will be charged the dividend amount in the form of a cash adjustment (withdrawal).

NOTE: Stocks may be offered as a dividend. The dividend amount should be calculated using the share price to determine the cash adjustment (see fractional share adjustments).

Fractional Share Adjustments

In the event the corporate action results in a fractional position, the fractional component may be represented as a cash adjustment independent of the handling for the non-fractional position. The adjustment value will equal the fractional position times the adjusted closing price on the day prior to the ex-date.

6.4 Stock Splits

Normal Stock Split

As there is no impact on the Firm's market capitalisation the action carried out is to reflect the clients existing share position using the split ratio announced.

Reverse Stock Split

There is no impact on the Firm's market cap and the clients' positions need to be amended to reflect the new share price.

6.5 Rights Issue

Results in one of the following: Delivery of right security, issuance of CFD on the right or cash adjustment.

Although a rights issue will give the client an option of purchasing the share at a discounted price, the share price will be reduced also as the additional share will dilute the share value

Action to prevent shorting of share after announcement

7. Execution Venues

7.1. Execution Venues are the entities with which the orders are placed and executed.

The list may be changed at the Firm's discretion by giving at least one business day prior notice to the Clients. The Firm evaluates and selects the Execution Venues based on a number of criteria including such as (but not limited to) the following:

a) the regulatory status of the institution
b) the ability to deal with large volume of Orders
c) the speed of execution
d) the competitiveness of commission rates and spreads
e) the reputation of the institution
f) the ease of doing business
g) the legal terms of the business relationship
h) the financial status of the institution
i) various qualitative criteria such as clearing schemes, circuit breakers and scheduled actions.

7.2. Execution Venues are the entities with which the orders are placed or to which the Firm transmits orders for execution. For the purposes of orders for the Financial Instrument provided by the Firm, the Firm acts as Principal and not as Agent on the Client's behalf at all times; although the Firm may transmit your orders for execution to third party liquidity providers through its Electronic Communication Platform, contractually the Firm is the sole counterparty to your trades and any execution of orders is done in the Firm's name, therefore the Firm is Execution Venue for the execution of the Client's orders.

7.3. The Firm operation time: round–the–clock from 22:00:01 GMT Sunday through to 22:00:00 GMT Friday. Non-working periods: from 22:00:01 GMT Friday through 22.00.00 GMT Sunday. Holidays will be announced through the internal mail of the trading terminal supplied by the Firm. The Firm places significant reliance to the above Execution Venue based on the above-mentioned factors set out at paragraph 3 and their relative importance. It is the Firm's policy to maintain such internal procedures and principles in order to determine the relative importance of these factors and to act for the best interest of its Clients and provide them the best possible result (or "best execution") when dealing with them.

7.4. The Client acknowledges that the transactions entered in Financial Instruments with the Firm are not undertaken on a recognised exchange, rather they are undertaken through the Firm's Trading Platform and, accordingly, they may expose the Client to greater risks than regulated exchange transactions. Therefore, the Firm may not execute an order, or it may change the opening or closing price of an order in certain cases including but not limited to instances of a technical failure of the trading platform. The terms and conditions and trading rules are established solely by the counterparty which in this case is the Firm. The Client is obliged to close an open position of any given Financial Instruments during the opening hours of the Firm's Trading Platform. The Client also has to close any position with the same whom it was originally entered into, thus the Firm.

7.5. The Firm places different relative importance on each of the criteria mentioned above by using its commercial judgment and experience in the light of the information available on the market.

The Firm selects to work with those third-party venues that enable the Firm to obtain on a consistent basis the best possible result for the execution of Client orders. Where there is only one possible Execution Venue, best execution is achieved by execution on that venue. Best execution is a process, which considers various factors, not an outcome. This means that, when the Firm is executing an order for a Client, the Firm must execute it in accordance with its execution policy.

The Firm does not guarantee that the exact price requested will be obtained in all circumstances and, in any event, the factors may lead to a different result in a particular transaction.

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

7.7. Before deciding which Execution Venues to use for Client orders, the Firm compares different Liquidity Providers and performs due diligence on them. Some of the parameters it evaluates include the following:

a) Pricing frequency – how many ticks per second does the Liquidity Provider provides.
b) Speed of communication/execution – How fast are the prices received/orders executed.
c) Occurrence of price freezes and frequency.
d) Depth of liquidity – What is the liquidity provided by the Liquidity Provider.
e) If dealing back-to-back is the overall cost (i.e. total consideration paid by Clients) competitive compared to the industry.
f) If dealing back-to-back symmetry of slippage should be evaluated in detail for every order type.

In general, the Firm places great significance on the choice of its Liquidity Providers as it strives to offer, on a consistent basis, best execution to its Clients.

The Firm randomly selects a sufficiently large sample of trades to ensure, with a high statistical confidence level, that it constantly obtains and will obtain the best possible results for the Clients. This is verified by selecting samples from different periods of time, for different instruments and

different types of CFDs. Also, the sample checks include trades under irregular market events.

8. Prevention of Insider Trading

The purpose is to ensure compliance with the insider trading laws in relation to trading in securities and prohibit specific types of transactions by certain individuals which are not in accordance with market expectations or may otherwise give rise to reputational risk.

All clients are prohibited from:

a) dealing in any securities where the person dealing in the securities has inside information in relation to those securities;
b) passing on inside information to others who may deal in securities; and,
c) applying to participate in a Wesfarmers share plan while in possession of inside information.

The prohibition on dealing in securities while in possession of inside information under this policy applies to all securities.

Strict compliance with this policy and the insider trading laws is a requirement under each client agreement. Breach of the insider trading laws can expose individuals to penalties and third-party claims. Individuals may also be subject to heavy fines and imprisonment. Breaches of this policy or the insider trading laws will result in legal action, which may include termination of trading under the client agreement.

9. Prevention of Churning

Churning is a term applied to the practice of conducting excessive trading to generate fees and is an unethical and illegal practice that violates securities laws. Overtrading or frequent buying and selling of securities that with no noticeable portfolio gains may be evidence of churning.

The Firm has an obligation to maintain evidence of monitoring of client trading for disorderly trading, churning of client accounts by advisers, unauthorised trading in client accounts, and manipulative trading by clients. Churning and overtrading is a prohibited practice that may lead to client agreement termination, barring from the industry, civil penalties and legal ramifications.

10. Monitor and Review

10.1 The Firm will monitor and assess on a regular basis the effectiveness of this Policy and the order of its order execution arrangements and, in particular, the execution quality of the explained in the Policy in order to deliver the best possible result for the client, and, where appropriate, the Firm reserves the right to correct any deficiencies in this Policy and make improvements to its execution arrangements.

10.2 In addition, Firm will review the Policy as well as its order execution arrangements at least annually. A review will also be carried out whenever a material change occurs that affects the ability of the Firm to continue to the best possible result for the execution of its client orders on a consistent basis using the venues included in this Policy.

10.3 The Firm will notify its affected clients on any material changes in its Policy or order execution arrangements.

11. Client Consent

11.1 When establishing a business relation with the Client, the Firm is required to obtain the Client's prior consent to this Policy.

11.2 By entering into the Client Agreement, the Client provides the consents referred to in paragraph 6.1 where the Client is informed that any orders placed with the Firm for the Instruments offered by the Firm, the Firm acts as the principal and the Firm is the sole Execution Venue which is a non-regulated market.

12. Important Information

12.1 There may be specific leverage limits on the instruments available. For more information please visit our website.

12.2 On some trading platforms hedging may not be permitted. In the event a Client opens a second position on the same instrument, this will be netted-off against the existing open position.

12.3 Example: If client has an open BUY position of 2 lots EURUSD and then enters a sell position of 1 lot EURUSD, these positions will net as they are the same currency pair, resulting in the client having a remaining position of BUY 1 lot EURUSD and a realized P/L from the 1 lot position closed due to the netting.

12.4 CFDs are not eligible for sale in certain jurisdictions or countries. The Policy is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America. The Policy does not constitute an offer, invitation or solicitation to buy or sell CFDs. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Policy is not intended to constitute the sole basis for the evaluation of the client's decision to trade in Contracts for Difference (CFDs).

Appendix I

Buy Stop: this is an order to buy at a specified price ('the stop price') that is higher than the current market price.

Sell Stop: this is an order to sell at a specified price ('the stop price') that is lower than the current market price.

Buy Limit: this is an order to buy at a specified price ('the limit price') that is lower than the current market price.

Sell Limit: this is an order to sell at a specified price ('the limit price') that is higher than the current market price.

Stop Loss: this is an order that may be attached to an already open position to close a position at a specified price ('the stop loss price'). A 'stop loss' may be used to minimise losses.

Take Profit: this is an order that may be attached to an already open position to close a position at a specified price ('the take profit price'). A 'take profit' may be used to secure profits.

Appendix II

		Platform 1	Platform 2	Platform 3
	INSTANT			
	Execution:	Instant Order	Market Order	Market Order

	Re-quoting:	Yes	No	No
	Slippage:	N/A	Yes	Yes
	Partial fills:	No	Yes	No
	Level restrictions on 'stop & limit' orders:	N/A	N/A	N/A
	Commission:	No	No	Yes
	Mark-up:	Yes	Yes	No
PENDING ORDER(S)	BUY STOP			
	Execution:	Market Order	Market Order	Market Order
	Re-quoting:	N/A	N/A	N/A
	Slippage:	Yes	Yes	Yes
	Partial fills:	No	Yes	Yes
	Level restrictions on 'stop & limit' orders:	Yes	Yes	No
	Commission:	No	No	Yes
	Mark-up:	Yes	Yes	No
	SELL STOP			
	Execution:	Market Order	Market Order	Market Order
	Re-quoting:	N/A	N/A	N/A
	Slippage:	Yes	Yes	Yes
	Partial fills:	No	Yes	Yes
	Level restrictions on 'stop & limit' orders:	Yes	Yes	No
	Commission:	No	No	Yes
	Mark-up:	Yes	Yes	No
	STOP LOSS			
	Execution:	Market Order	Market Order	Market Order
	Re-quoting:	N/A	N/A	N/A
	Slippage:	Yes	Yes	Yes
	Partial fills:	No	Yes	Yes
	Level restrictions on 'stop & limit' orders:	Yes	Yes	No
	Commission:	No	No	Yes
	Mark-up:	Yes	Yes	No
	BUY LIMIT			
	Execution:	Limit Order	Limit Order	Limit Order
	Re-quoting:	N/A	N/A	N/A
	Slippage:	Yes, positive.	Yes, positive.	Yes, positive.
	Partial fills:	No	Yes	Yes
	Level restrictions on 'stop & limit' orders:	Yes	Yes	No
	Commission:	No	No	Yes
	Mark-up:	Yes	Yes	No
SELL LIMIT				
	Execution:	Limit Order	Limit Order	Limit Order

	Re-quoting:	N/A	N/A	N/A
	Slippage:	Yes, positive.	Yes, positive.	Yes, positive.
	Partial fills:	No	Yes	Yes
	Level restrictions on 'stop & limit' orders:	Yes	Yes	No
	Commission:	No	No	Yes
	Mark-up:	Yes	Yes	No
TAKE PROFIT				
	Execution:	Limit Order	Limit Order	Limit Order
	Re-quoting:	N/A	N/A	N/A
	Slippage:	Yes, positive.	Yes, positive.	Yes, positive.
	Partial fills:	No	Yes	Yes
	Level restrictions on 'stop & limit' orders:	Yes	Yes	No
	Commission:	No	No	Yes
	Mark-up:	Yes	Yes	No

Should you have any questions or enquiries, please don’t hesitate to

contact ZERO Financial LTD