ORDER EXECUTION POLICY

1. General provisions

1.1. XTB Limited (hereinafter, "the Company" or "XTB" or "we") is a Cyprus Investment Firm, authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter, "CySEC") with License Number 169/12.

1.2. We undertake to act honestly, fairly, professionally and in accordance with the best interests of our Clients. In order to make this obligation effective, we have adopted the Order Execution Policy (hereinafter the "**the Policy**"), which determines the detailed principles of executing Orders. The Policy aims at achieving the best possible results for our Clients in accordance with the Investments Services and Activities and Regulated Markets Law of 2017 L.87(I)/2017 ("the Law").

1.3. This Policy is an integral part of the "Regulations on the Provision of Services" (hereinafter "**General Terms and Conditions**"). The policy is available on the Company's website and must be read and interpreted in conjunction with the specified document.

1.4. This Policy sets forth the Company's policy and methodology for executing client orders on the best terms in accordance with the Law and, the Commission Delegated Regulation (EU) 2017/565 (the "Regulation") as amended.

1.5. This Policy applies to Retail Clients and Professional Clients (as defined in the Company's Client Categorisation Policy found at the Company's website in the Legal documents Section.) If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such a Client.

1.6. The Best Execution obligation applies, when the Company executes a transaction on behalf of a client or when transmitting orders to other entities or venues to execute, in relation to Contracts for Differences (CFDs) with the following underlying asset classes: Equities, Indices, Futures, Foreign Exchange, Commodities, Cryptocurrencies and in relation to OMI (Organised market instruments means shares/ETFs, ETNs and ETCs) and/or fractional shares and/or ETFs, ETNs, ETCs,

As a regulated Company, we act in the best interests of the Client. Therefore, we take all the sufficient steps to obtain the best possible results for the Clients. In this respect, we take into account the factors and criteria provided for in the Policy.

1.7. We review this Policy at least once a year and whenever a significant change takes place. A significant change is one that has an impact on our ability to obtain the best possible results when executing Clients' Orders. We evaluate if a significant change took place. Then, we consider a correction in relation to the rank of factors influencing the abilities of obtaining the best execution.

1.8. We notify the Clients about any changes to the Policy pursuant to the relevant provisions of the General Provisions.

1.9. We act in accordance with the relevant provisions of the Law concerning the prevention of conflicts of interests and have adopted the internal procedure concerning the prevention of conflicts of interest.

1.10. The basic principles of the procedures for a conflict of interest are described in the Conflict of Interest Policy, available on the Company's Website.

CFDs

2. Area of application

2.1. The clauses 2-10 of the policy applies when receiving and transmitting Client Orders or executing Orders for the Client for all the types of CFDs offered by the Company.

3. Place of execution of orders

3.1. The CFDs 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 (e.g. counterparty risk) than regulated exchange transactions.
3.2. Upon receiving a client order in relation to CFDs the Company subsequently places the client order with its LP/Execution Venue (i.e. XTB S.A.). Client orders are executed at the prevailing market price provided by the LP..
3.3. XTB S.A. transmits the orders to third-party liquidity providers for hedging purposes. XTB S.A. first executes the client order and then execute its own order to liquidity providers. The hedging transaction does not affect in any way the client's order.
3.4. Once a year, we publish Information regarding our execution venue in RTS 28 report available on the Company's Website.

4. Order Execution criteria

4.1. The Company will take all sufficient steps to obtain the best possible result/outcome ("Best Execution") for its Clients when receiving, transmitting and executing Client CFDs Orders, taking into account prices, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order ("Best Execution Factors")
4.2. We give the following relative ranks to the above factors in the Order execution process:

Highest Rank:

a. Price of the Financial Instrument or Underlying Instrument - Prices should to a maximum degree reflect the market prices of Underlying Instruments.

Our price for a given CFD is calculated by reference of the Bid and Ask prices of the relevant underlying asset, which we obtain from third party external reference sources (i.e. price feeders). Our prices can be found on the Company's website and / or trading platform. We update our prices as frequently as the limitations of technology and communications links allow. We review our third-party external reference sources from time to time to ensure that the data obtained continues to remain competitive. We will not quote any price outside the Company's operations time (see Execution Venues below) therefore no orders can be placed by the Client during that time. Certain ex-ante and ex-post quality checks are conducted by us 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/Limit Loss, Take Profit/Limit Profit, these Orders are instantly executed. However, under certain trading conditions it may be impossible to execute Orders (Stop Loss/Limit Loss, Take Profit/Limit Profit) 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/Limit Loss, Take Profit/Limit Profit, for a given CFD, is specified on your Trading Platform.

b. The speed and probability of concluding a Transaction - the time of execution of the Order should be as short as possible and the percentage of completed Orders should be as high as possible.
However, we place significant importance when executing Client's Orders and strive to offer high speed of execution and settlement 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 our trading Platforms 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 us.

High Rank:

a. Order execution costs such as: spreads, swap points/overnight financing– we set by them at the most competitive level. For opening a position in some types of CFDs the Client may be required to pay commission or financing fees.

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.

Calculation of swap points/overnight financing corresponding to the value and type of an Open Position takes place at midnight every day of the week, according to the daily rate.

The above swap point/overnight financing calculation rule does not apply to the Open Position at the end of the day for selected Financial Instruments which can be found on the Company's website and/or Platform.

The detailed swap point/overnight financing calculation rules can be found on the Company's website and/or Platform.

The spreads for the list of financial instruments can be found on the Company's website and/or Platform .

Should we, at any time, decide to charge additional fees such as Client Account maintenance fees, we shall provide Clients prior notice of at least five (5) business days and such fees will be disclosed at the Company's website.

b. Order volume - it may affect the price due to the available liquidity of a given Financial Instrument or Underlying Instrument.

A lot is a unit measuring the transaction amount and it is different for each type of CFD. Please refer to the Company's website and/or Platform for the value of minimum size of an Order and each lot for a given CFD type. Please refer to the Company's website and/or Platform for the value of the maximum volume of the single transaction. We reserve the right to decline an Order due to its size as explained in the Client Agreement.

If the Client wishes to execute a large size Order, in some cases the price may become less favorable considering the liquidity in the market. We reserve the right not to accept a Client's Order, in case the size of the Order is large and cannot be filled by the Company.

c. Technological stability – we make reasonable efforts to ensure the highest quality and stability of technology, and we apply measures aimed at the best possible execution of the Clients' Orders.

Average Rank:

a. Nature of the Order – it may affect the price due to the available liquidity of a given Financial Instrument or Underlying Instrument. We execute Clients' Orders in the sequence they are received, unless otherwise stated in the Agreement, the conditions of the Order specified by the Client, due to the nature of the Order, or if such a sequence of Order execution is not in the Client's interest.

b. Likelihood of Execution and Settlement - it may not be possible, in some cases, to arrange an Order for execution, for example but not limited to, in the following cases: during news times, 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, where there is insufficient liquidity for the execution of the specific volume at the declared price, a force majeure event has occurred.

   The Financial Instruments offered by the Company are CFDs. CFD trading can only be settled in cash. The Company shall proceed with the settlement of all transactions upon the execution and/or time of expiration of the specific transaction.

   In the event that we are unable to proceed with an Order with regard to price or size, or other reason, the Order will be either rejected or partially filled.

   In addition, we are entitled, at any time and at our 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. Without prejudice to General Provisions, we have the right to close at market prices and or limit the size of Client Open Positions and to refuse new Client Orders to establish new positions in any of the following cases:

   1. We consider that there are abnormal trading conditions.
   2. The value of Client collateral falls below the minimum margin requirement.
   3. At any time equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.
   4. In case of fraud or Abusive Trading of the Client.
   5. The system of the Company rejects the Order due to trading limits imposed on the Account.
   6. When the Margin Level reaches the Stop Out Level – 50% (ratio of Equity to Margin in the Client Account), the Client positions will start closing automatically at market prices starting with the most losing Order and we have the right to refuse a new Order. Stop Out level is available on the Website and/or the Platforms.
   7. When the Client fails to take a measure of the General Provisions.
   8. When the Client is holding a position Open on Future after the official expiry date.

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

c. Market impact - some factors may rapidly affect the price of the Underlying Asset from which the Company's quoted price is derived and may also affect other factors listed herein. We will take all sufficient steps to obtain the best possible result for its Clients.

Low Rank

a. Other factors – low rank.

We do not consider the above list exhaustive. Nevertheless, whenever there is a specific instruction from the Client, we shall make sure that the Client's order shall be executed following the specific instruction.

4.3. With regard to retail clients, the best result is determined in general, taking into account the price and costs (total consideration) associated with the execution an Order (covering all the expenses incurred by the Client, directly related to the execution of such an Order).
4.4. We immediately notify the Client about all circumstances that prevent the execution of the Order.
4.5. We rely on our counterparty XTB S.A. (Liquidity provider) to execute Clients' Orders.

5. Quotation of prices

5.1. On Trading Days, we systematically quote Financial Instruments Prices on the basis of the prices of the corresponding Underlying Instruments.
5.2. A detailed description of Trading Days of Financial Instruments is available in the Specification Table for CFDs on forex, indices, commodities, cryptocurrencies available on the Company's Website. Specification table for CFDs on shares and ETFs can be found here.
5.3. Transaction prices are quoted in the Trading Account on the basis of current prices made available by Reference Institutions indicated on the Company's Website.
5.4. A detailed description of the process of forming Financial Instrument Prices for CFD instruments based on cryptocurrencies is available on the Company's Website .
5.5. We use our best efforts to ensure that the transaction prices do not differ materially from the prices of Underlying Instruments published in real time by reputable information services.

6. Execution Practices in CFDs

a. Slippage

You are warned that Slippage may occur when trading in CFDs. 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 CFDs. 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.

It is noted that Slippage can occur also during Stop Loss/Limit Loss, Take Profit/Limit Profit and other types of Orders. We do not guarantee the execution of your Pending Orders at the price specified. However, we confirm that your Order will be executed at the next best available market price from the price you have specified under your pending Order.

b. Types of Order(s) available in CFDs trading

The particular characteristic of an Order may affect the execution of the Client's Order. Please see below the different types of Orders that a Client can be placed:

1. Market Order(s)

A Market order is an Order to buy or sell a CFD at the current price. Execution of this order results in opening a position. CFDs are bought at ASK price and sold at BID price. Stop Loss and Take Profit Orders can be attached to a Market Order.

2. Pending Order(s)

This is an Order to buy or sell a CFD in the future at the best available price once a certain price is reached.

A Pending Order is an Order that allows the user to buy or sell a CFD 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/Limit Loss and Take Profit/Limit Profit may be attached to a Pending Order. Also, pending Orders are Good Till Cancelled.

For Stocks CFDs and ETF CFDs, you can place a pending order in two ways:

- With an expiry date/time — the order is valid only for a specific period.
- GTC (Good Till Cancelled) — the order stays active until you or the client cancels it.

When the session finishes, the pending order does not keep its original position/priority in the order book of the underlying exchange.

3. Take Profit/Limit Profit

Take Profit/Limit Profit Order is intended for gaining the profit when the financial instrument (i.e. CFDs) price has reached a certain level. Execution of this Order results in complete closing of the whole position. The Order can be requested only together with an open market or a pending Order and it is also executed at stated prices.

This type of Order is set above the current price in case of long positions and below the opening price in case of short positions.

4. Stop Loss/Limit Loss

Stop Loss/Limit of Loss Order is used for minimising losses if the CFD price has started to move in an unprofitable direction. If the CFD price reaches the stop loss/limit loss level, the whole position will be closed automatically, thus eliminating the incurrence of additional losses. 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. This type of order is always set below the current price for long positions, and above the opening price for short positions.

7. Order Execution

7.1. General Provisions

7.1.1. The stop Orders and the limit Orders may be placed only when a given Financial Instrument is traded. However, with the reservation that we may accept this order types on a selected Trading Platform for selected Financial Instruments specified in the Tables of Conditions outside the Trading Days, can be found here.

7.1.2. The stop Orders and the limit Orders at the opening of the market are always executed at the best price we can offer at a given moment without having to obtain additional confirmation from you. In the case of a stop Order, this price can be less beneficial than the one you indicated in the Order. The market, limit and stop Orders opening a new position can be executed only if the total nominal value of Open Positions including position that will be opened, expressed in Euro, does not exceed the Maximum Nominal Portfolio Value.

7.1.3. We can cancel a pending Order if the Balance in your Trading Account equals 0, of which fact you will be informed beforehand, or if the Free funds in your Trading Account are significantly insufficient for the execution of the pending Order.

7.1.4. You can conclude a Reverse Transaction – Hedging transaction to the currently owned Open Position in the Trading Account if, after its conclusion, you have sufficient balance to maintain your open positions.

7.2. Best Execution Criteria

When executing client orders, we take into account the following criteria for determining the relative importance of the Best Execution Factors referred in paragraph 4 above:

i. The characteristics of the Client including the categorization of the Client as Retail or Professional;
ii. The characteristics of the Client order;
iii. The characteristics of the Financial Instruments that are the subject of that order;
iv. The characteristics of the execution venues to which that order can be directed.

We shall determine the relative importance of the above execution factors by using its commercial judgment and experience in the light of the information available on the market and taking into account the remarks included in paragraph 4. For CFDs, we assign 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 reasonable 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 these factors to ensure we maintain our high execution standards.

Likelihood of Execution	High	Even though we reserve the right to decline a Client order we aim to execute all Clients' orders, to the extent possible.
Likelihood of settlement	Medium	See relevant description in Best Execution Factors (point 4 above).
Size of order	Medium	See relevant description in Best Execution Factors (point 4 above).
Market Impact	Medium	See relevant description in Best Execution Factors (point 4 above).

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 by the third-party entity, including execution venue fees, as applicable.
Regarding the execution of clients' orders, please note that the Company's sole Liquidity Provider (LP)/Execution Venue is its parent company, XTB S.A. Upon receiving a client order the Company subsequently places the client order with its LP/Execution Venue. Client orders are executed at the prevailing market price provided by the LP. The Company has implemented objective and independent procedures for assessing and monitoring XTB S.A to ensure that best execution is consistently delivered to its clients..

7.3. **Specific rules for CFDs.**

Standard Account

7.3.1. An Order to execute a Transaction on a CFD for a Standard Account may be placed in the following manner:
  a. by placing a a market Order at a current CFD price published in the Trading Account;
  b. by placing a limit Order (buy limit; sell limit; take profit "t/p");
  c. by placing a stop Order (buy stop; sell stop; stop loss "s/l").

7.3.2. Market Orders on a CFDs for a Standard Account are executed at VWAP (Volume Weighted Average Price). The prices shown in the Trading Account before placing a market Order are only indicative and not binding. The final price of executing a Transaction will be provided after its execution, as price may be changed due to market volatility A market Order will be rejected if the Order volume exceeds the liquidity available in XTB at the given moment.

7.3.3. Limit Orders on a CFD for a Standard Account are executed at the price indicated by the Client or at a better price. For Standard Accounts in the market execution mode, the method is different. If the Order volume possible to be executed at the price indicated by the Client or better exceeds the liquidity available at the given moment, the Order shall be executed at the maximum available volume. Its remaining part shall be active until the moment of Order execution or cancelling.

7.3.4. **Stop Orders on a CFD for a Standard Account** are performed at market prices binding at the moment of activating the level of these Orders. **Stop Orders for Standard Accounts in the market execution mode** are performed in accordance with the rules of execution of a market Order after the market has achieved or exceeded the price level indicated by the Client. In the case of **market mode execution**, if the Client's Order volume exceeds the available liquidity, the Order is rejected. The **stop loss Order** after rejection is restored with the parameters determined by the Client and executed at the first available market price after the activation condition has been met.

7.3.5. The highest possible limits:
   a. for buy limit Orders – the current Ask price;
   b. for sell stop Orders – the current Bid price.

The lowest possible limits:
   a. for sell limit Orders – the current Bid price;
   b. for buy stop Orders – the current Ask price.

Professional Account

7.3.6. An Order to execute a Transaction on a CFD for a Professional Account may be placed in the following manner:
   a. by placing a market Order at the current price of a CFD published in the Trading Account;
   b. by placing a limit Order (buy limit; sell limit; take profit "t/p");
   c. by placing a stop Order (buy stop; sell stop; stop loss "s/l").

7.3.7. Market Orders on a CFD for a Professional Account are executed at VWAP (Volume Weighted Average Price). The prices shown in the Trading Account before placing a market Order are only indicative and not binding, as price may be changed due to market volatility. The final price of executing a Transaction will be provided after its execution. A market Order will be rejected if its volume exceeds the liquidity available in XTB at the given moment

7.3.8. Limit Orders on a CFD for a Professional Account are executed at the price indicated by the Client or at a better price. If the Order volume possible to be executed at the price indicated by the Client or better exceeds the liquidity available at the given moment, the Order is executed at the maximum available volume. Its remaining part will be active until the moment of Order execution or cancelling.

7.3.9. **Stop Orders (including stop loss Orders) on a CFD for a Professional Account** are executed at market prices valid at the moment of activating these orders, in accordance with the rules of executing a market Order. If at the moment of activation, the Order volume exceeds the available liquidity, the Order shall be rejected. The **stop loss Order** after rejection is restored with the parameters determined by the Client and executed at the first available market price after the activation condition has been met.

7.3.10. The highest possible limits:
   a. for buy limit Orders – the current Ask price;
   b. for sell stop Orders – the current Bid price.

The lowest possible limits:
   a. for sell limit Orders – the current Bid price;
   b. for buy stop Orders – the current Ask price.

7.4. **Detailed rules for Stock CFDs and ETF CFDs.**

7.4.1. Due to the characteristics of Stock CFDs and ETF CFDs, the rules of placing and executing Orders on these instruments may differ in some respects from the standard CFD rules indicated above. Prior to entering into any Stock CFD or ETF CFD Transaction, you should be aware of how different Order types for these types of Financial Instruments are executed and how it may influence the price of a Transaction.

7.4.2. An Order to execute a Transaction on Stock CFD or ETF CFD may be placed in the following manner:
   a. by placing a market Order at a current price of a Stock CFD or ETF CFD, published in the Trading Account;

b. by placing a limit Order (buy limit; sell limit; take profit "t/p");
c. by placing a stop Order (buy stop; sell stop; stop loss "s/l").

7.4.3. Market Orders on Stock CFDs and ETF CFDs are executed at the best possible market price. The price of order execution may differ from the price stated on the Trading Account before the Order was placed. The price presented on the Trading Account is for information purposes only and is not binding. The final price of executing a Transaction will be provided after its execution, as price may be changed due to market volatility. If an Underlying Instrument on the Underlying Exchange is suspended, pursuant to the rules binding at a given Underlying Exchange, the market Order placed during the suspensions shall remain active until trading is resumed or the Order is rejected.

7.4.4. Limit Orders on Stock CFDs or ETF CFDs are executed at the price indicated by the Client or at a better price. If the Order volume possible to be executed at the indicated by you or better exceeds the liquidity available at the given moment, the Order shall be executed at the maximum available volume. Its remaining part shall be active until the moment of Order execution or cancelling.

7.4.5. Stop Orders on Stock CFDs or ETF CFDs are executed at market prices binding at the moment of activating a given level of this Order, pursuant to the rules of market Order execution.

7.4.6. The highest possible limits:
a. for buy limit Orders – the current Ask price;
b. for sell stop Orders – the current Bid price.

The lowest possible limits:
a. for sell limit Orders – the current Bid price;
b. for buy stop Orders – the current Ask price

7.4.7. Limit Orders and stop Orders on Synthetic Stocks, Stock CFDs or ETF CFDs, placed without a specified time limit remain active until the Order is fully executed or cancelled by the Client.

8. Orders' time of execution

8.1. We execute Clients' Orders in the sequence they are received, unless stated otherwise in the Agreement, the conditions of an Order specified by the Client, nature of an Order or if such sequence of Order's execution is not in the Client's interest. During market opening the standard rules regarding the time of executing Orders indicated below do not apply.

8.2. Without prejudice to the General Provisions, an Open Position on CFD (excluding CFDs on shares, ETFs and cryptocurrencies) shall be closed without Client's consent after 365 days from the date of opening the position, at the last available price prior to 23:00 – UTC+1 or at the last available price on a given day if trading concluded earlier , unless:
a. the Client closes the position;
b. We execute the right to earlier closure of your Transaction in the situations described in the General Provisions.

Standard Time of the Execution of the Order

8.3. We are not obliged to execute the Client's Order in a standard time.

8.4. Company's priority is to execute the order when it is requested by the client without any delay. The Company compares the execution time with other brokers and confirms that the execution time falls in the average execution time in the industry.

8.5. There can be delays in executing an Order. An Order may not be executed in the standard time in any of the following situations:
a. failure of IT systems and tele informatic networks;
b. suspension or closure of quotations of the Underlying Instruments or other similar situations;

c. price gaps;
d. erroneous quotation provided by the suppliers of prices or liquidity;
e. delays in data transmission;
f. significant volatility of the prices of the Underlying Instrument;
g. low liquidity on the Underlying Instrument's market;
h. exceptional market events on the Underlying Instrument's market;
i. in the event of the Force Majeure circumstances;
j. imposing specific conditions of Transaction execution by a particular underlying market;
k. market opening;
l. publication of macroeconomic data;
m. significant market events;
n. detailed instructions from the Client;
o. Order execution conditions specific for the given Financial Instruments;
p. awaiting for a confirmation or execution of the Transaction by the liquidity provider (regarding orders on Equity CFD);
q. execution a pending Order;
r. other circumstances specified in the Agreement.

At the request of the Client, we shall provide information on the time of execution of a given Order and the potential reasons for the delay, in the same manner in which we consider complaints (pursuant to the General Provisions).

9. Spread Changes

We apply the principle of quoting prices of Financial Instruments variable (floating) Spread. For detailed rules of quoting prices please refer to the General Provisions.

10. Order Volume

We shall reject or cancel a Client's Order if its amount exceeds the maximum value . Maximum value for Crypto CFDs provided [here].

Organised Market Instruments (OMI)

11. Scope of Application

11.1 The clauses 11-16 of the Policy applies to all Orders executed on the designated Organised Markets regarding Organised Market Instruments (OMI).
11.2 The Company can operate on the market via a Broker executing an Order.

12 Order Execution Factors

12.1 The Company transmits Client Orders to XTB S.A., which arranges for execution. XTB S.A. executes OMI orders directly on the relevant market or using the services of an Executing Broker or acting as Systematic Internaliser. XTB S.A. has arrangements with brokers KBC Bank N.V or DriveWealth LLC for the execution of orders. To ensure the best possible results of executing a Client's Order, both the Company and the Brokers shall take into account the following factors:

a) share price;
b) the costs related to the execution of the Order;
c) the Transaction time and speed;
d) the probability of concluding a Transaction and how easy it is to settle;

e) order volume;
f) specific features of an Order.

12.2. The way an order is executed can be different depending on the type of OMI. The Company will consider several market conditions for the execution of OMI such as:

- liquidity conditions;
- market structure;
- spread levels;
- market depth;
- characteristics of the relevant instrument.

12.3. The Company shall make best effort to constantly monitor the execution of the orders. Additionally, the Company shall immediately inform its clients of all the circumstances preventing the proper execution of an Order.

13.Criteria of Order Execution in the Best Interests of the Client

13.1. The best effect is determined taking into account the price of OMI and the costs related to the execution of the Order along with any costs incurred by the Client directly in connection with the execution of the Order, including fees charged by the institution performing the Transaction, approval and settlement of the Transaction, and other fees related to the execution of the Order.

Place of Order Execution

14.1. Clients' orders are executed on a regulated exchange market or on a multilateral trading platform (MTF) or through systematic internaliser model.
14.2. The Company transmits Client Orders to XTB S.A., which arranges for execution on the relevant trading venue, utilises the services of an Executing Broker, or acts as a Systematic Internaliser.
For OMI listed in the European Economic Area, Switzerland and the United Kingdom, XTB S.A. utilises KBC Bank N.V. as the Executing Broker. KBC Bank N.V. executes orders in Stock Exchanges in particular LONDON SE, Deutsche Börse, Euronext, Six Swiss Exchange, Borsa Italiana, Bolsa de Madrid, Nasdaq OMX, Oslo Boers, CBOE EU, Turquoise, Equiduct and Tradegate, as well as on multilateral trading facilities (MTFs) and through other systematic internalisers.
For OMI listed on US markets, XTB S.A. utilises KBC Bank N.V. or DriveWealth LLC as the Executing Broker. These brokers execute orders in Stock Exchanges in particular: NYSE, NASDAQ and CBOE US, as well as on multilateral trading facilities (MTFs) and through other systematic internalisers.
Where an order is executed through another systematic internaliser, it will be executed outside a trading venue, to which you consent. Such execution is justified by the pursuit of the best possible results, taking into account the execution factors set out in clause 12.1.
14.3. The Company is obliged to take any necessary actions to prevent various order executing institutions charging and collecting fees or commissions from the Client, which would be discriminatory towards them.
14.4. The Company shall inform clients if the Brokers, through which the Company executes the Orders on relevant markets change.

General Rules of Order Execution

15.1. The Company executes clients' Orders immediately, reliably and quickly, in the order in which they are received, unless:

a) the nature of the Order or market conditions makes it impossible to apply a given method of execution; or
b) the client's best interests require a different approach.

Detailed Rules for the Order Execution for OMI

16.1.Due to the characteristics of OMI the rules of placing and executing Orders on these instruments may differ in some respects from standard CFD rules indicated in the Policy. Prior to entering into any OMI Transaction, you should be aware of how different Order types for these types of Financial Instruments are executed and how it may influence the price of a Transaction.
16.2. An Order to execute a Transaction on OMI can be placed in the following manner:
a) by placing a market Order at a current price of an OMI published in the Trading Account – for stocks, ETFs, ETNs and ETCs;
b) by placing a limit Order (buy limit, sell limit) for Stocks, ETFs, ETNs and ETCs;
c) by placing a stop Order (buy stop, sell stop) for Stocks, ETFs, ETNs and ETCs.
16.3. An Order to execute a Transaction on OMI as part of the 24/5 Trading service can be placed by:
Market Order – for stocks. Outside of regular trading hours under the 24/5 Trading service, executed as a limit Order equal to the best contrary price, with the cancellation of the unexecuted part.
Limit Order (buy limit, sell limit) – for stocks. Valid until the moment indicated in the Order and with the service active 24/5 trading can be executed both during regular trading hours and outside of them.
Stop Order (buy stop, sell stop) – for stocks. Outside regular trading hours within the 24/5 Trading service, after activation, executed as a limit Order equal to the activation price, with the cancellation of the unexecuted part. Valid until the moment indicated in the Order and with the active 24/5 Trading service, can be activated and executed also outside regular trading hours.
16.4. By placing a market Order for OMI, the Client chooses that the Order will be executed at the best market price available at the time. The price at which the Order will be executed may be different from the price stated in the Trading Account before the Order is placed. The price presented in the Account is for information purposes only and is not binding. The final execution price of the Transaction will be provided after the Transaction has been executed. If trading in a given OMI in a given market is suspended in accordance with the rules applicable in the market, the market Order placed at that time will be active until the quotation is resumed or the Order is cancelled. A market Order placed outside of trading hours that is defined for a given Regulated Market is transmitted to the relevant market after the start of regular trading hours. Such an Order can be cancelled but cannot be modified until the regular trading hours begin. For instruments where market Orders are held between 7:30 a.m. and 9:00 a.m., 5:30 p.m. and 10:00 p.m. and 10:00 p.m. and 7:30 p.m., and all pending Orders (limit and stop) are only executed on Tradegate, regular trading hours are considered to be between 7:30 a.m. and 10:00 p.m. and the delayed execution rule after the start of the session applies only to Orders placed outside of these hours. Time zone is UTC+2 and UTC+1.
16.5. By placing a market Order for OMI outside of regular trading hours as part of the 24/5 Trading service, the Client acknowledges that such Order will be transmitted to the relevant market as a limit Order set at the level of the best counter-market price available at the time. The Order will be executed at a price not worse than the set limit and the unexecuted part of the order will be cancelled. By placing a stop Order for OMI outside of regular trading hours as part of the 24/5 Trading service, the Client acknowledges that once the market reaches a certain activation price, the stop Order will be transmitted to the relevant market as a limit Order set at the level of the activation price. The Order will be executed at a price not worse than the set limit and the unexecuted part of the Order will be cancelled.

16.4. As a result of placing a market order to buy an OMI, it is possible that its execution will exceed the value of the coverage you have in cash. This may result in a negative balance in the Cash Account. A negative balance is most likely to arise when you place an order to purchase OMI for all (or a significant part) of your cash, in particular before the opening of trading session and the price of OMI at the opening of trading session increases. A market order for an OMI quantity means that it is executed at the best available price of a marked amount of the share.

16.5. Market Orders on OMI, the influence of which on the market price is potentially significant, can be rejected by us or a broker executing them or they can be automatically divided into parts sent successively to the market. Order execution in parts is aimed at obtaining potentially the best price of Order execution and limiting the Order's influence on the market price.

16.6. For a market order placed by the Client, the partial execution of which will result in the suspension of quotations on the exchange, the unrealized part of the order will remain active or canceled, depending on the trading rules applicable on the given market.

16.7. Limit Orders on OMI are executed at the price indicated by the Client or at a better price. If the Order volume possible to be executed at the price indicated by the Client or better exceeds the liquidity available at the given moment, the Order shall be executed at the maximum available volume. Its remaining part shall be active until the moment of Order execution or cancelling.

16.8. Stop Orders on OMI are executed at market prices binding at the moment of activating a given level of this Order, pursuant to the rules of market Order execution.

16.9. The highest possible limits:

a) for buy limit Orders – the current Ask price;

b) for sell stop Orders – the current Bid price.

The lowest possible limits:

c) for sell limit Orders – the current Bid price;

for buy stop Orders – the current Ask price.

16.10. For pending Orders placed outside trading hours, the reference price is the last Bid or Ask price visible on the Trading Platform. If in the relevant market during the phase of concluding a transaction, in pre-market conditions, the share price changes in relation to the last price visible in the Trading Platform, the pending Order with a price limit determined in accordance with the Policy can be rejected.

16.11. Limit Orders and stop Orders on share without a specified time limit, shall remain valid until an Order is fully executed or cancelled by the Client. Subject to the other provisions of the Agreement, the instant Orders are executed at the price indicated by the Client. XTB reserves the right, but not the obligation, to reject the Client's Order, if at the moment of its execution, the price of the Underlying Instrument provided by the Reference Institution differs from the price of the Client's Order of at least 0,5 Standard Transactional Spread value specified by XTB for a particular Financial Instrument in the Specification Tables.

16.12. The stop Orders and limit Orders may be placed only when a given Financial Instrument is traded, with the reservation that XTB may accept stop and limit Orders on selected trading platform for selected Financial Instruments specified in the Specification Tables outside of the Trading Day.

16.13. Instant, market, limit and stop Orders, which open new position, shall be executed only if the total nominal value of Open Positions including position that is going to be opened, expressed in Euro, does not exceed the Maximum Nominal Portfolio Value.

Fractional shares and/or ETFs, ETNs, ETCs

Scope of Application

17.1. The clauses 17-24 of the Policy applies to all Orders regarding Transactions in Fractional Shares and/or ETFs.

General Provisions

18.1. Transactions in Fractional Shares and/or ETFs, ETNs, ETCs consist of origination or expiry of the Client's trust (fiduciary) right to a fraction of the given OMI. Whenever you hold Fractional Shares/ETFs, XTB will hold the corresponding OMI to the fraction of which you have the trust right (fiduciary).
18.2. When a client places an order for a fractional amount, the Company may either:
a) Place an order with XTB S.A. to purchase the relevant underlying OMI on a Regulated Market and grant the client a fiduciary right to the corresponding fractional portion; or
b) use the OMI already held by XTB S.A. and grant the fiduciary right to the client. The purchase price of the Fractional Shares/ETFs,ETNs, ETCs correspond to the best current offer to sell OMI on the selected Organized Market at the time of placing the Order. In the event that after placing the Order there is a suspension of trading on the Regulated Market, the moment of determining the Purchase Price is determined in accordance with point 18.4. below.
18.3. If you order to sell the Fractional Shares/ETFs, ETNs, ETCs, the Company may either sell the OMI to which the Fractional Share/ETFs/ETNs relates on the Organized Market or leave it in our possession (e.g. in connection with the right of another Client from the Fractional Share/ETFs, ETNs, ETCs to such total OMI). Consequently, when the Company receives a Fractional Share/ETFs, ETNs Sale Order, the Company may remain the owner of the OMI. The sale price of the Fractional Shares/ETFs/ETNs, ETCs corresponds to the best current share purchase offer on the selected Organized Market at the time the Order was placed. In the event that after placing the Order there is a suspension of trading on the Regulated Market, the moment of determining the Sale Price is determined in accordance with point 21.4. below.
18.4. If you place an Order to buy or sell Fractional Shares/ETFs,ETNs, ETCs during the suspension of trading of a given share on the selected Regulated Market, it will not be executed at the price at the time of placing the Order. Execution will take place after trading resumes and the execution price will be the current best offer to sell (in the case of a Buy Order for Fractional Shares/ETFs,ETNs, ETCs) or the best bid offer (in the case of a Sale Order for Fractional Shares/ETFs,ETNs, ETCs) on the selected Regulated Market at the time of resumption of trading.
18.5. If you place an Order to buy or sell Fractional Shares/ETFs, ETNs, ETCs outside trading hours defined for a particular Regulated Market, such Order will be executed once trading hours start and the execution price will be the best offer to sell (in the case of an Order to buy Fractional Shares/ETFs, ETNs, ETCs) or the best bid offer (in the case of an Order to sell Fractional Shares/ETFs, ETNs, ETCs) on the selected Regulated Market. The execution price may differ from the price stated in the Trading Account before the Order was placed. Such order can be cancelled but cannot be modified until trading hours start.
18.6. If as a result of acquiring Fractional Shares/ETFs, ETNs, ETCs the aggregate number of Fractional Shares/ETFs, ETNs, ETCs relating to a given OMI recorded on your Trading Account equals or exceeds one whole unit
(including fractions acquired in earlier transactions), on the second business day after the transaction your fiduciary right to Fractional Shares/ETFs, ETNs, ETCs equal to the whole number shall expire and the corresponding whole OMI shall be recorded on your Trading Account as a full instrument.
Similarly, if you hold a whole OMI on your Trading Account and place an order to sell a fractional part of such OMI, on the second business day after the transaction the whole OMI shall cease to be recorded on your Trading Account and shall be replaced by a fiduciary right to the remaining Fractional Shares/ETFs, ETNs, ETCs corresponding to the unsold portion.
18.7. The Company acts in compliance with both applicable regulations and the internal procedure regarding counteracting conflicts of interest. Detailed information on the basic rules of conduct in case of a conflict of interest is available on the conflict of interest policy found on the company's website.
18.8. Your Orders are executed on the over-the-counter (OTC) basis, i.e. outside the regulated market or multilateral trading facilities (MTF).
18.9. Trade in Fractional Shares/ETFs, ETNs, ETCs is executed without use of financial leverage.

18.10. The Company will notify you immediately of any circumstances precluding proper Order execution. If trading in the regulated market is suspended, the Client Order shall remain working until the trade is resumed.
18.11. Certain shares/ETFs may not be available for trading in Fractional Shares/ETFs, ETNs, ETCs Execution of Orders regarding Fractional Shares/ETFs, ETNs, ETCs applies only to OMI eligible for such transactions and for which the function of trade in fractional parts of such instruments is made available on the Trading Platform.

19. **Place of Order Execution**

19.1. Orders relating to Fractional Shares/ETFs, ETNs, ETCs are executed on over-the-counter basis (OTC). The Company transmits the Orders to XTB S.A., which creates or extinguishes the corresponding fiduciary entitlement. The Company, in turn, assigns the fiduciary right to the Client and records it on the Client's Trading Account.

20. **Price Quoting**

20.1. The purchase and sale price of the Fractional Shares/ETFs, ETNs, ETCs is equal to multiplication of the relevant share price at the time the Order is executed by XTB and the fraction of this OMI.
20.2. The Company quotes the share prices based on which the Fractional Shares/ETFs, ETNs, ETCs prices are determined systematically on Trading Days.
20.3. The detailed description of Trading Days is available on the XTB Website and/or Platform.

21. **Order Execution**

21.1. In relation to Fractional Shares/ETFs, ETNs, ETCs, the Company executes market, limit and stop orders. The current buy and sell prices of OMI on which the price of Fractional Shares/ETFs, ETNs, ETCs is determined are available on the Trading Platform.
21.2. The buy and sell Orders can be placed specifying the number of fractions of a given OMI with exactness of or a value expressed in an Account currency. The Orders where the value is expressed as a currency shall be converted into the number of OMI to be executed with the accuracy specified in the Specification Table concerning OMI. In all cases, when converting the value specified in the currency into the number of OMI, the number of OMI will be rounded down. This means that it is possible to round down to zero and consequently the order will not be executed. In the case of the Transactions converting the value specified in a currency into the number of Fractional Shares/ETFs, ETNs, ETCs may be rounded up to reflect the value of the assets you wish to withdraw from the relevant portfolio.
21.3. The Order to buy Fractional Shares/ETFs, ETNs, ETCs is executed through creation of Fractional Shares/ETFs, ETNs, ETCs. This means origination of your trust (fiduciary) right to a fraction of OMI in the number determined in the Order and charging your Trading Account with the amount equal to your liabilities resulting from the Transaction. The day of creation of trust right to Fractional Shares/ETFs, ETNs, ETCs is (i) the date of execution of the Acquisition of Shares/ETFs, ETNs, ETCs (when we use an OMI that we already hold) or (ii) the settlement date of the total share acquisition on a regulated market (when we execute orders to purchase Fractional Shares/ETFs, ETNs, ETCs and place an order to purchase the entire share on a regulated market), which falls on the second business day after the transaction on the regulated market.
21.4. The Order to buy Fractional Shares/ETFs, ETNs, ETCs shall be executed using Free Margin in the Client's Trading Account, provided that they are sufficient to execute the Order.
21.5. The Order to sell Fractional Shares/ETFs, ETNs, ETCs is executed through redemption of Fractional Shares/ETFs, ETNs, ETCs. This means redemption of your trust (fiduciary) right to a fraction of

an OMI in the number determined in the Order and crediting your Trading Account with the amount equal to the receivables resulting from the Transaction.

21.6. The minimum value of Order is the same as for an OMI and is given in the Specification Table concerning OMI.

21.7. Orders regarding Fractional Shares/ETFs,ETNs, ETCs are executed at the price of the best offer to sell (buy order) or purchase order (sell order) available on CBOE Europe, Equiduct, CBOE, US, WSE, Tradegate or other organized markets.

21.8. When choosing the market from which the offers (prices) for buying and selling OMI will be the basis for determining the execution price of orders concerning Fractional Shares/ETFs, ETNs, ETCs, we consider the following factors, assigning them the following relative rank.

High rank:

a) the price of OMI to which the Fractional Shares/ETFs, ETNs, ETCs pertain;
b) the speed of transaction execution - the order execution time should be as short as possible;
c) technological stability – we make best reasonable efforts to ensure the highest quality and stability of technology;

Medium rank:

d) the probability of transaction execution;
e) costs associated with order execution;
Low rank:
f) other factors

21.9. We regularly verify the quality of order execution for Fractional Shares/ETFs, ETNs, ETCs using specialized solutions provided by external counterparties. By monitoring and verifying the method and quality of order execution, we particularly analyze the deviations in execution prices in relation to the best market prices at the time of order execution and the orders' execution times

21.10. In particular, we make every effort to ensure that orders are executed in an uninterrupted manner, at the best possible price and in the shortest possible time, and that the costs associated with order execution are as low as possible.

22. Xstation Trading Platform

22.1 X Station Platform is the platform offered to our clients giving access to financial instruments offered by the Company for trading.

22.2 Any change of the leverage value, following the General Provisions and the Table of Conditions regardless of the cause has no effect on the currently blocked Security Deposit value for the Open Position in xStation Trading Platform. This means that the leverage change affects only new positions and not existing opened positions.

22.3. The Trading Platform servicing the Client's Orders will affect what happens after the conclusion of a Reversed Transaction to the currently owned Open Position in the Client's Account. Reversed transaction considered by the Company as a hedging transaction opened by the client.

In the xStation Trading Platform, the Security Deposit calculated for only one of the two Reversed Transactions – for which the amount of the Security Deposit is higher, according to the Table of Conditions – is blocked. This mechanism also applies if the Transactions have been opened using a different leverage value.

23. Monitoring Order Execution Policy

We monitor the implementation of this Policy by: verifying the quality of quotations (including the marketability of quoted prices), verification of the performed transaction price deviations from the prices on the Trading Platform, monitoring complaints on Orders filed by the Clients, and undertaking an independent assessment of the manner of Order execution as part of an internal control or internal audit.

24. Specific Instructions from or on behalf of a Client

a. Whenever there is a specific instruction from or on behalf of a Client with regard to the execution of an Order, we arrange – to the extent possible – for the execution of the Client Order strictly in accordance with the specific instruction.

WARNING: It is noted that the specific instruction from or on behalf of a Client with regard to the execution of an Order, may prevent us from taking the steps that we have designed and implemented in this Policy to obtain the best possible result for the execution of those Orders in respect of the elements covered by those instructions. Nevertheless, it shall be considered that we do comply with our obligation to take all sufficient steps to obtain the best possible result for the Client.

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

Execution on Client Orders

c. When carrying out Client Orders the following conditions shall be satisfied:

(a) we shall ensure that Orders executed on behalf of Clients are promptly and accurately recorded and allocated;
(b) we shall carry out otherwise comparable Client Orders sequentially and promptly unless the characteristics of the Order or prevailing market conditions make this impracticable, or the interest of the client require otherwise;
(c) we shall inform a Retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

Execution Venue

Execution Venues are the third-party entities to which the Orders in Financial Instruments (i.e. "CFDs") are placed for final execution. An "Execution Venue" means a regulated market (e.g. stock exchange), a multilateral trading facility, a systematic internalizer or market maker or another liquidity provider or an entity performing in a third country a function similar to any of the abovementioned.

The Company transmits Client Orders to XTB S.A., which arranges for execution.

The Brokers currently used by XTB S.A. for OMI orders are the following:

a) KBC Bank N.V.

b) DriveWealth LLC

We reserve the right to change its Execution Venues at our own discretion.
We evaluate and select the third-party Execution Venues we collaborate with, based on a number of criteria such as (but not limited to) the following:

a) 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) having access to an execution venue on a permanent basis.

The Company 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.

We select to work with an execution venue that enables us to obtain on a consistent basis the best possible result for our Clients. We also strive to use Execution Entities that themselves have a MIFID II compliant Order Execution Policy.

Payment between the Company and its Execution Venues

We receive fees/commissions, by XTB S.A., on the basis of the Cost-Plus method, resulting from the conclusion of an Intermediary Agreement between the Company and XTB S.A. reflecting the estimated market prices of the Services rendered by XTB S.A. to XTB Ltd and while doing that, we act in the best interest of the Clients.

Additional information on payments and/or non-monetary benefits between the Company and its execution venue, can be found in the document Ex-Ante & Ex Post information about the costs and charges related to the investment service available on the Company's website.

Amendment of the Policy and Additional Information

d. We reserve the right to review and/or amend its Policy and arrangements whenever we deem this appropriate according to the terms of the Client Agreement between the Client and the Company.
e. Should you require any further information and/or have any questions about the Policy please direct your request and/or questions to cs@xtb.com.

ver. September 2026