FXPRIMUS ORDER EXECUTION POLICY

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Authorised & Regulated by CySEC, license no. 261/14 and
registration number HE 337614VAT no. 10337614L
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1. INTRODUCTION

1.1 Primus Global Ltd (the "FXPRIMUS" or "Company") is a Cyprus Investment Firm (the "CIF") incorporated in the Republic of Cyprus under the Department of the Registrar of Companies and Official Receiver, holding a Certificate of Incorporation with Number HE 337614.

1.2 FXPRIMUS is authorised and regulated by the Cyprus Securities and Exchange Commission (the "CySEC") (www.cysec.gov.cy), with License Number 261/14 and the operations of the Company are governed by the Investment Services and Activities and Regulated Markets Law 87(I)2017, which transposes the Directive 2014/65/ EU on Markets in Financial Instruments ("MiFID II").

1.3 Under the above legislation, the Company is required to take all sufficient steps to obtain the best possible result (or "best execution") on behalf of its Clients either when executing Client Orders or receiving and transmitting Orders for execution. These rules require firms to put in place an execution policy which sets out how it will obtain best execution for its Clients and to provide appropriate information to its Clients on its Order execution policy.

1.4 This Policy forms part of our agreement. Therefore, by entering into an agreement with the Company, you are also agreeing to the terms of our Financial Instruments Order execution policy, as set out in this document.

2. DEFINITIONS

2.1 For the purposes of this policy, the following words and expressions shall have the meaning set out next to them:

- "Financial Instruments", when used hereinafter, unless the context requires otherwise, shall mean Foreign Exchange and Financial Contracts for Difference.
- "Order", when used hereinafter, unless the context requires otherwise, shall mean an instruction to buy or sell a Financial Instrument which is accepted by the Company for transmission to a third party.
- "Execution Venue", when used hereinafter, unless the context requires otherwise, shall mean a market maker, or other liquidity provider or entity that performs a similar function in a third country to the function performed by any of the foregoing.
- "Execution Factors", when used hereinafter, unless the context requires otherwise, shall mean those factors listed in paragraph 3 of this Policy.
- "Execution Criteria", when used hereinafter, unless the context requires otherwise, shall mean those factors listed in paragraph 5 of this Policy.
- "Multilateral Trading Facility ("MTF")", when used hereinafter, unless the context requires otherwise, shall mean a multilateral system, operated by an investment firm or a market operator, which brings together multiple third party buying and selling interest in Financial Instruments and in a way that results in a contract in accordance with MiFID

3. SCOPE AND SERVICES

3.1 This Policy applies to retail and professional Clients. Therefore, if the Company classifies the Client as an eligible counterparty, this Policy does not apply to the respective Client.

3.2 This Policy applies when executing transactions with Clients for the Financial Instruments provided by the Company. The Financial Instruments provided by the Company are derivatives of an underlying Financial Instrument, and it is up to the Company's discretion to decide which types of Financial Instruments to make available and to publish the prices at which these can be traded.

3.3 The Client acknowledges that the transactions entered into with the Company in Foreign Exchange and Financial Contracts for Difference are undertaken through the Electronic Trading Platform of the Company. The Orders will be executed on an 'over the counter' basis rather than on a regulated market or a Multilateral Trading Facility. Such Orders are automatically routed to an Execution Venue which the Company has assessed to provide for the best execution.

3.4 The Client is given the option to place with the Company the following Orders for execution in the following ways:

- The Client places a "Market Order" which is an Order instantly executed against a price that the Company has provided. The Client may attach to a Market Order a Stop Loss and/or Take Profit. Stop Loss is an Order to limit Client's loss, whereas Take Prot is an Order to limit Client's profit.
- The Client places a "Pending Order", which is an Order to be executed at a later time at the price that the Client specifies. The Company will monitor the Pending Order and when the price provided by the Company reaches the price specified by the Client, the Order will be executed at that price or the first available price. The following types of Pending Orders are available: Buy Limit, Buy Stop, Sell Limit and Sell Stop. The Client may attach to any Pending Order a Stop Loss and/or Take Profit.

3.5 The Client may modify an Order before it is executed. The Client has no right to change or remove Stop Loss, Take Profit and Pending Orders if the price has reached the level of the Order execution.

4. BEST EXECUTION FACTORS

4.1 The Company shall take all sufficient steps to obtain the best possible result for its Clients taking into account the following factors when executing Clients Orders against the Company's quoted prices:

A. Price:

- Bid – Ask Spread: For any given Financial Instrument the Company 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 they are referred to as the Company's price. The difference between the lower and the higher price of a given Financial Instrument is the spread.
- Pending Orders: Such Orders as Buy Limit, Buy Stop and Stop Loss / Take profit for opened short positions are executed at ASK price. Such Orders as Sell Limit, Sell Stop and Stop Loss /

Take profit for open long positions are executed at BID price.

- Company's price: The Company's price for a given Financial Instrument is calculated by reference to the price of the relevant underlying Financial Instrument, which the Company obtains from third party external reference sources. The Company's prices are constructed with reference to the given 'Spreads and Conditions' policy, which can be found on the Company's website. The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company reviews it's used third party external reference sources at least once a year, to ensure that the data obtained continue to be competitive. The Company will not quote any price outside Company's operations time (see Execution Venue below) therefore no Orders can be placed by the Client during that time.

B. Costs: For opening a position in some types of Financial Instruments the Client may be required to pay commission or financing fees, if applicable, the amount of which is disclosed in the 'Spreads and Conditions' policy section on the Company's website.

- Commissions: Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amount.
- 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 over time. Details of daily financing fees applied are available under Spreads and Conditions section in the Company's website. For all types of Financial Instruments that the Company offers, the commission and financing fees are not incorporated into the Company's quoted price and are instead charged explicitly to the Client account.

C. Speed of Execution: The Client acknowledges that the transactions entered into with the Company in Foreign Exchange and Financial Contracts for Difference are undertaken through the Electronic Trading Platform of the Company. The Orders will be executed on an 'over the counter' basis rather than on a regulated market or a Multilateral Trading Facility. Such Orders are automatically routed to an Execution Venue which the company has assessed to be the best execution. The Company 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. If the Client undertakes transactions on an electronic system, like the Company's Electronic Trading Platform, he/she will be exposed to risks associated with the system including the failure of hardware and software (Internet/Servers). The result of any system failure may be that the Client's Order is either not executed according to the Client's instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure. 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 the Company when using the Company's Electronic Trading Platform. This delay may result in sending to the Company out of date "Market Orders". In this case the Company will update the price and execute the Order at the market price available. The Client may request the Company to execute upon receipt instructions conveyed by telephone, facsimile, e-mail or any other written or oral means of communication that each of the present and future account holders, attorneys and duly authorized representatives shall give individually to the Company, even if these instructions are not followed by a confirmation in writing. The Company does not accept any liability in case of misunderstanding, error in the identification of the person giving the instruction or other errors on its part related to such method of communication and which may involve losses or other inconveniences for the Client. The Company reserves the right not to execute instructions transmitted by telephone or fax. Telephone conversations may be recorded, and you will accept such recordings as conclusive and binding evidence of the instructions.

D. Likelihood of Execution: The Client acknowledges that the transactions entered into with the Company in Foreign Exchange and Financial Contracts for Difference are undertaken through the Electronic Trading Platform of the Company. The Orders will be executed on an 'over the counter' basis rather than on a regulated market or a Multilateral Trading Facility. Such Orders are automatically routed to an Execution Venue which the company has assessed to be the best execution. The Company 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 Company seeks to execute all Orders placed by its Clients.

E. Orders: The Client requests a quotation at the price that is stated on the Company's Electronic Trading Platform. However, due to the high volatility of the market, prices may change before a Client can execute Orders at their determined price. The Company at this point, has the right to offer the Client a new price. The Client can either accept the new price and execute the Order, or refuse the new price, cancelling the Order transaction completely.

Orders can only be placed, executed, modified or closed within the trading time and shall remain effective through to the next trading session. The Client's Order shall be valid according to the type and time of the given Order. If the time of validity of the Order is not specified, it shall be valid indefinitely.

Order status is always shown on the Company's Electronic Trading Platform and can be accessed via the Client's online trading terminal. Should access to the Company's Electronic Trading Platform not be possible, Clients may contact the Company by telephone and request the status of any of their pending Orders.

Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop Orders on Financial Instrument contracts are executed at the declared by the Client price on the first current price touch. But under certain trading conditions it may be impossible to execute Orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop) on any Financial Instrument contract at the declared price. In this case the Company has the right to execute the Order at the first available price. This may occur, for example, at the following cases:

- Trading Session start moments;
- During news times;
- During volatile markets where prices may move significantly up or down and away from declared price;
- 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;

F. If there is insufficient liquidity for the execution of the specific volume at the declared price. Likelihood of Settlement: The Company shall proceed to a settlement of all transactions upon execution of such transactions.

G. Size of Order: The minimum size of an Order is 0.01 lots. A lot is a unit measuring the transaction amount and it is different for each type of Financial Instrument. Please refer to the Spreads and Conditions section on the Company's website for the value of each lot for a given Financial Instrument type. The Company reserves the right to decline an Order as explained in the terms and conditions entered with the Client. The Company makes every effort to fill the Order of the Client irrespective of the volume. However, if this is achieved, it may be at a best available price, different from declared price, as the market liquidity may allow at the time of execution. (See above, Likelihood of Execution)

H. Market Impact: Some factors may rapidly affect the price of the underlying Financial Instruments from which the quoted Company price for its Financial Instruments is derived. These factors may influence some

of the factors listed above. The Company will take all sufficient steps to obtain the best possible result for its Clients.

4.2 The Company 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 Company shall make sure that the Client's Order shall be executed following the specific instruction.

5. BEST EXECUTION CRITERIA

5.1 The Company 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:

- the characteristics of the Client including the categorization of the Client as retail or professional;
- the characteristics of the Client Order;
- the characteristics of Financial Instruments that are the subject of that Order;
- the characteristics of the execution venues to which that Order can be directed.

5.2 For retail Clients, 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.

5.3 Where there is more than one available Execution Venue for the execution of an Order, the commissions and the costs of the Company for transmitting the Order on each of the eligible Execution Venues shall be taken into account when assessing and comparing the results for the Client that would be achieved by executing the Order on each of the eligible Execution Venues.

5.4 The Company undertakes not to structure or charge its commissions in such a way as to discriminate unfairly between Execution Venues.

6. EXECUTION VENUES

6.1 Execution Venues are the entities with which the Client's Orders are placed or to which the Company transmits Orders for execution.

6.2 The Client acknowledges that the transactions entered into with the Company in Foreign Exchange and Financial Contracts for Difference are undertaken through the Electronic Trading Platform of the Company. The Orders will be executed on an 'over the counter' basis rather than on a regulated market or a Multilateral Trading Facility. Such Orders are automatically routed to an Execution Venue which the company has assessed to be the best execution. The Company 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.

6.3 The Company regularly assesses the Execution Venues available in respect of any products that the Company provides to its Clients to identify those that will enable the Company, on a consistent basis, to obtain the best possible result when transmitting Orders for execution.

6.4 For the purposes of orders for the financial instrument provided by the Company, the Company acts as principal and not as agent on the Client's behalf; therefore the Company is the sole Execution Venue for the execution of the Client's orders.

6.5 The Client acknowledges that the transactions entered in Financial Instruments with the Company are not undertaken on a recognized exchange, rather they are undertaken through the Company's Electronic Trading Platform and, accordingly, they may expose the Client to greater risks than regulated exchange transactions. Therefore the Company may not execute an Order, or it may change the opening (closing) price of an Order in case of any technical failure of the Company's Electronic Trading Platform or quote feeds.

6.6 While the Company strives to execute all Orders placed by its Clients, it reserves the right to decline an Order of any type or execute the Order at the first available market price. In case of technical failure of the trading platform or quote feeds, the Company may not transmit the Order for execution or it may change the opening/closing price of an Order. Under certain market conditions such as a fast moving market or low liquidity, the Company reserves the right to modify the spread of the transactions. In certain circumstances such as unusual market conditions or the size and nature of the Client's Order, it may be wholly or partly manually prices and/or an Order may be manually transmitted for execution, and then have an impact on the price at which the Order is executed.

6.7 Clients are required to close open positions in regard to any given Financial Instrument during the operating hours of the Company's Electronic Trading Platform.

6.8 The operating hours of the Company's Electronic Trading Platform are as follows:

- Working periods: round – the – clock from 00.00.01 A.M. Cyprus Time (GMT +2) Monday through 00.00.00 P.M. Cyprus Time (GMT +2) Friday.
- Non-working periods: from 00.00.01 A.M. Cyprus Time (GMT +2) Saturday through 00.00.00 P.M. Cyprus Time (GMT +2) Sunday.
- Holidays: Holidays will be announced through the internal mail of the trading terminal supplied by the Company.

7. MONITORING AND REVIEW

7.1 The Company will monitor on a regular basis the effectiveness of this Policy and, in particular, the execution quality of the procedures explained in the Policy and, where appropriate, reserves the right to correct any deficiencies.

7.2 In addition, the Company will review the Policy at least annually. A review will also be carried out whenever a material change occurs that affects the ability of the Company 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.

7.3 The Company will inform its Clients of any material change to this Policy by posting an updated version of this Policy on its Website(s).

8. CLIENT CONSENT

8.1 When establishing a business relation with the Client, the Company is required to obtain the Client's prior consent to this Policy. The Company is also required to obtain the Client's prior express consent before it executes or transmits its Order for execution outside a regulated market or an MTF (Multilateral Trading Facility). The Company may obtain the above consents in the form of a general agreement.

8.2 The Company reserves the right to review and/or amend its Policy and arrangements, at its sole discretion, whenever it deems fit or appropriate.

8.3 Our Order Execution Policy is part of our Terms and Conditions of Business, which is a contractually binding agreement between the Company and its Clients, and is incorporated therein by reference. It shall be applicable to all transactions among the Company and its Clients, to the extent that it does not impose and/ or does not seek to impose any obligations on us which we would not otherwise have, but for the Cyprus Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007).

9. CORPORATE ACTIONS

9.1 Dividends:

- Clients holding long positions on the applicable share and/or spot index at the ex-dividend date will receive a dividend in the form of a swap adjustment
- Clients holding short positions on the applicable share and/or spot index at the ex-dividend date will be charged the dividend amount in the form of a swap adjustment

10. IMPORTANT INFORMATION

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

CFDs are not eligible for sale in certain jurisdictions or countries. For more info please refer to our website.

11. COMPANY'S CONTACT DETAILS

11.1 Clients shall communicate with the Company with the communication methods described within this policy and/or at the following address:

Correspondence Address:

Primus Global Ltd
25 Kolonakiou Street | Office 101 Zavos Kolonakiou Centre
4103 Limassol
Cyprus

Customer Service:

Phone: +357 25 262084
E-mail: support@fxprimus.eu

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