

**FXON LTD** (FSAS License Number SD091), House of Francis, Room 301(A), Ile du Port, Mahe, Seychelles

# Order and Execution Policy Effective Date: 1<sup>st</sup> April 2024

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# **Important information**

FXON Ltd (herein after "the Company", "us", "our" or "we") is committed to complying with applicable laws wherever we do business. This is not only vital to our continued success in an increasingly regulated global marketplace, but also reflects our commitment to conduct business in accordance with the highest legal and ethical standards.

The Company is registered in the republic of Seychelles under the applicable regime, with registration number 8428188-1, and authorised by the Financial Services Authority of Seychelles with Securities Dealer's License Number SD091. Its registered office is at House of Francis, Room 301(A), Ile du port, Mahe Seychelles.

This "Order and Execution Policy" (hereinafter called the "Policy") provides outlines on what the Company sets out as our approach for carrying out Orders from origination to execution, as well as the execution venues(s) used by the Company. Furthermore, this Policy provides details on how the different factors influence our approach towards obtaining the best possible result when executing Client Orders.

Along with this this Policy, following documents found on the Company's website (namely "Client Agreement" "Risk Disclosure and Warning Notice" and "Complaint Procedure Policy"), as amended from time to time, (together the "Agreement"), as well as any other documentation that may be communicated applicable to a Client as a result of his participation in any of the Company's campaigns and/or other promotion programs, set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD activity of the Client with the Company during the course of entering into usage of our Services.

Company may provide this Agreement or any other documents in language other than English. Translation or information provided in language other than English is for informational purpose only and do not bind the Company or have any legal effect whatsoever, the Company has no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.



# **1. General Terms**

## A. Introduction and Scope of "Order Execution Policy"

This Policy applies when executing Transactions with Clients for the Trading Instruments provided by the Company. These Trading Instruments provided by the Company are mainly derivatives and/or Contract for Difference (CFDs) of underlying financial assets, and it is the Company's discretion to decide which type of Trading Instruments to make available and to publish the price at which and manner in which these can be traded.

The Client acknowledges that the transaction entered into with the Company in Trading Instruments are undertaken through the Electronic Trading Platform(s) of the Company. The Order will be executed "Over the Counter" (OTC) basis rather than on regulated market or Multilateral Trading Facility. Such Orders are automatically routed to an Execution Venue which the Company has assessed as to provide for the best execution.

Main object of this Policy is to support the Client understand how the Company executes Clients Order for them to make informed choices on whether to use Company's Service.

This Policy applies to retail, corporate and professional Clients ("Client").

## **B. Definition and Categorization**

CFDs are financial products which are traded with Leverage and are not appropriate for all investors. This Policy applies to the Clients who wish to trade which the Company provide as its products and/or Service.

#### **Trading Instruments**

This Policy applies when the Company execute a Client Order in Trading Instruments and products including CFDs are following:

- Foreign Exchange (FX/FX Contract) / Currencies
- Metals
- Energies
- Equities/Shares
- Indices
- Crypto Currencies

#### **Our Prices**

Trading instruments and/or CFDs that the Company provides, prices are proprietary prices which are derived from prevailing market prices of the underlying financial instruments in the relevant markets in which the underlying instruments may be traded in, or from other applicable third-parties data vendors such as liquidity providers.



The Company takes reasonably sufficient steps to source the best possible prices for our Clients and are usually sourced from the following:

- Foreign Exchange (FX/FX Contract) / Currencies: Price feed from IBD and other liquidity providers
- Metals: Price feed from IBD and other liquidity providers
- Energies: Price feed from IBD and other liquidity providers
- Equities/Shares: Price feed from IBD and other liquidity providers
- Indices: Price feed from IBD and other liquidity providers
- Crypto Currencies: Price feed from IBD and other liquidity providers

#### **Elements and Order Type**

These describe some elements and terminology of those financial instruments in order to comprehend the characteristics of Order and Execution.

**Trading Platform(S)** - shall mean the MetaTrader 4 (MT4) and Meta Trader (MT5) provided by third party technology software company "Metaquotes Software Corp." that is used by the Company and the Company offers to use for Client's trading.

**Market Execution** - shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

**Instant Execution** - shall mean the execution method where the Order of the Client will be executed at the Client's requested price or will not be executed at all. In the event that the price has changed during the processing request, the Client will get a Requote. A Requote is a notification which tells the Client that the requested price is no longer available and gives the Client 3 seconds to accept or reject the new price. If they accept the new price, their Order will be executed with the new price. If they reject the new price or do not respond to the Requote, then the Order will not be executed at all.

**Market Order** - shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an Order immediately at the present price of that asset in the market.

**Pending Order** - shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client's Order to open a Position when the price of an asset reaches a certain level.

**Stop Loss** - shall mean an offer to close a Transaction in an FX and CFD Position at a price determined in advance by you which, in case of a Buy Transaction, is lower than the opening Transaction price and, in case of a Sell Transaction, is higher than the opening Transaction price.

Take Profit - shall mean offer to close a Transaction in an FX and CFD Position at a price determined in



advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

**Leverage (or leveraged)** - shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. Example: 1:100 ratio means that in order to open a Position, the Initial Margin is one hundred times less than the Transactions Size.

**Price Gap** - shall mean any difference between two prices which is bigger than one minimal price (one point) change.

**Quote** - shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

**Requote** - shall mean the price requested by Client is not available for execution of an Order and the Company requotes the current available price to the Client for execution. The Company does not requote Orders.

**Slippage** - shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

**Negative Balance Protection** - shall mean the protection provided by the Company to Clients, in the case that Client trading account's balance becomes negative after all position are closed, the Company will cover those negative balance without requesting to Clients to covers required amount make its Zero.

## **C. Best Execution Factors**

When executing Orders, we take all sufficient steps to obtain the best possible result ("Best Execution") for our 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 Company 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 Order;
- 2) The characteristics of financial instrumens that are the subject of that Order;
- 3) The characteristics of the Execution Venues to which that Order can be directed.

The Company 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 Company.

#### **Important Factors for Best Execution:**

Factor	Explanation	Importance
Price	For any given CFD, the Company will quote two prices: the higher	Highest
	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	
	Company's prices. The difference between the lower and the	
	higher price of a given CFD is the spread.	
	Company's Prices: The Company 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 Company's prices can be found on the Company's Trading	
	Platforms. The Company updates its prices as frequently as the	
	limitations of technology and communications links allow.	
	The main way in which the Company 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	
	Company 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 Company 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.	



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	Important: The Company's price for a given CFD is calculated by	
	reference to the price of the relevant underlying asset, which the	
	Company obtains from third party external reference sources.	
	The Company's prices can be found on the Company's website or	
	Trading Platforms. The Company updates its prices as frequently	
	as the limitations of technology and communications links allow.	
	The Company reviews its third-party external reference sources	
	from time to time to ensure that the data obtained continues to	
	remain competitive. The Company will not quote any price	
	outside the Company's operations time therefore no Orders can	
	be placed by the Client during that time. Certain ex-ante and ex-	
	post quality checks are conducted by the Company 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.	
Costs	For opening a Position in some types of CFDs the Client may be	Highest
	required to pay commission or financing fees, the amount of	0
	which is disclosed on the Company's website: <u>https://fxon.com</u> .	
	<u>Commissions:</u> Commissions may be charged either in the form of	
	a percentage of the overall value of the trade or as a fixed	
	amount. More information on commissions can be found on the	
	Company's Website.	
	<b>Financing Fee:</b> 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 Company's Website.	
	For all types of CFDs that the Company offers, the commission	
	and financing fees are not incorporated into the Company's	
	quoted prices and are instead charged explicitly to the Client	
	account.	
	In addition, where the Company 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 Company's website.	
	Note that the Company nevertheless may obtain a	
	commission/inducement from its liquidity provider in	
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	consideration for the transmission of Clients Orders for execution to the liquidity provider. The Client has the right to contact the Company for more clarifications in relation to these commissions. Should the Company 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 Company's Website. Such notice may be sent personally to the Client and/or posted on the Company's Website.	
Speed of Execution	The Company 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 Company'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 Company.	Highest
Market Impact	Some factors may rapidly affect the price of the underlying instruments/products from which the Company's quoted price is derived and may also affect other factors listed herein. The Company will take all sufficient steps to obtain the best possible result for its Clients. The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as a 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.	Medium
Likelihood of Execution	The Company 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 Company is unable to proceed	Medium



	with an Order with regard to price or size or other reason, the	
	Order will not be executed. In addition, the Company 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 our website.	
	Where the Company may transmit 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	
	Company 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.	
Likelihood of Settlement	The Company shall proceed to a settlement of all Transactions	Low
	upon execution of such Transactions. The financial instrumens of	
	CFDs offered by the Company 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.	
Size of Order	The actual minimum size of an Order may be different for each	Low
	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 Company'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 Company reserves the right to decline an	
	Order in case the size of the Order is large and cannot be filled by	
	the Company or for any other reason as explained in the Client	
	Agreement found on our Website.	

#### Type of Order(s) in CFDs trading:

The particular characterizing of an Order may affect the execution of the Client's Order. Terminology also can find in <u>Section 1-B</u>.

Please see below the different types of Orders that a Client can be placed:



Type of Order(s)	Explanation
Market Order(s)	A Market Order is an Order to buy or sell a CFD as promptly as possible at
	the prevailing market price. Execution of this Order results in opening a
	trade 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. Market Orders
	are offered for all type of accounts.
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. The Company offers the following types of
	Pending Orders: Buy Limit, Buy Stop, Sell Limit or Sell Stop Orders to trading
	accounts for CFDs.
	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 carry
	out 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 and Take Profit may be attached to a Pending
	Order. Also, pending orders are good till cancel. Pending Orders are offered
	for all type of accounts.
Take Profit	Take Profit Order is intended for gaining the profit when the CFD's price has
	reached a certain level. Execution of this Order results in complete closing
	of the whole position. It is always connected to an open, market or a
	pending Order. Under this type of order, the Company's Trading Platform
	checks long positions with BID price, which meet this Order's provisions (an
	Order is always set above the current BID price), and for short positions it
	checks the ASK price (the Order is always set below the current ASK price).
Stop Loss	Stop Loss Order is used for minimizing of losses if the CFD's price has
	started to move in an unprofitable direction. If the CFD's price reaches this
	stop loss level, the whole position will be closed automatically. Such Orders
	are always connected to an open, market or a Pending Order. Under this
	type of order, the Company's Trading Platform checks long positions with
	BID price, which meet this Order's provisions (an Order is always set above
	the current BID price), and for short positions it checks the ASK price (the
	Order is always set below the current ASK price).



#### **Execution Practice in CFDs trading:**

Some Practices held in CFDs trading may affect the execution of the Client's Order. Terminology also can find in <u>Section 1-B</u>.

Please see below some practice may affect to execution are following:

Type of Order(s)	Explanation
Slippage	You are warned that Slippage may occur when trading in CFDs trading. 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.
	Slippage may appear in all types of accounts we offer. It is noted that
	Slippage can occur also during Stop Loss, Take Profit and other types of
	Orders (see above <u>Section 1-C</u> ). We do not guarantee the execution of your
	Orders at the price specified. However, we confirm that your Order will be
	executed at the next best available price from the price you have specified
	under your Order.
Requotes	In some cases, the Company may be providing a secondary quote to the
	Client after an Order has been submitted; the Client must agree to this re-
	quote before the Order is executed. The Company shall provide Requotes if
	the requested price of the Client is not available at the specific time of
	execution. The secondary price provided to the Client is the next available
	price received by the Company from its price feeders.

The Company offers different types of Trading Account(s). In this respect, the initial minimum deposit, the spreads, costs, size commissions, if any, may differ according to each type of Trading Account.

Further information regarding the different type of Trading Accounts offered can be found on the Company's website at <u>https://www.fxon.com/</u>.



## **D. Best Execution Criteria**

When executing Client Orders, the Company takes into account the following criteria for determining the relative importance of the Best Execution Factors referred in <u>Section 1-C</u> above:

- a. The characteristics of the Client Order;
- b. The characteristics of the financial instrumens that are the subject of that Order;
- c. The characteristics of the Execution Venue to which that Order is directed;

The Company 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 Company assigns the following importance level to the Best Execution Factors:

Factor	Level of Importance	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.
Market Impact	Medium	See relevant description in Best Execution Factors
		( <u>Section 1-C</u> ).
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
		( <u>Section 1-C</u> ).
Size of Order	Low	See relevant description in Best Execution Factors (See
		( <u>Section 1-C</u> ).

Where the Company 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 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 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 venue (see <u>Section 1-G</u>) that is capable of executing that Order, the Company'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 Company shall not structure or charge commissions in such a way as to discriminate unfairly between execution venues.

## **E. Specific Instruction**

As an exception, when a Client provides specific instruction in respect of the execution of his Order, the Company, notwithstanding its "Order Execution Policy", shall execute the Order following the Client's specific instruction to the extent that the Order is affected by the said instructions.

The Client acknowledges that the Company's compliance with the Client's specific instructions may defer the Company from implementing measures it has established with the aim of attaining the best possible result for the Client's interests.

To extent that specific instructions relate to only one part of Order, the Company applies its Order execution policy for the Order which is not converted by the Client's instruction, provided this is possible and in compliance with the instruction.

In the event that, dues to any reason whatsoever, the execution of the Client's Order in accordance with his specific instruction is not possible, the Company shall promptly inform the Client of the impossibility of execution and shall request new instruction relating to the execution of the Orders, having the right to act accordance with the Client's presumable interest.

#### Warning:

It is noted that any specific instructions from a Client may prevent the Company from taking the steps that it has 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. However, it shall be considered that the Company satisfies its obligation to take all sufficient steps to obtain the best possible result for the Client.

## F. Execution on Client Orders

The Company shall satisfy the following conditions when carrying out Client Orders:

- (a) ensures that Orders executed on behalf of Clients are promptly and accurately recorded and allocated;
- (b) carries out otherwise comparable Client Orders sequentially and promptly unless the characteristics of the Order or prevailing market conditions make this impracticable, or the interests of the Client require otherwise;
- (c) informs a Client about any material difficulty relevant to the proper carrying out of Orders promptly upon becoming aware of the difficulty.



## **G. Execution Venue**

Execution Venue are the entities with which the Client's Orders are placed to which the Company transmits Orders for execution. Depending on the Account type Client holds with us, either the Company or the thirdparty liquidity provider will be the Execution Venue for the execution of Client Orders.

List of Execution Venues may be changed at the Company's discretion and the Company 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.

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

Additionally, the Company selects to work with those third-party venues that enable the Company 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.

And please note that the best execution is a process which considers various factors, not an outcome. This means that, when the Company is executing an Order for a Client, the Company must execute it in accordance with its execution policy.

The Company 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.

The Client acknowledges that the Transaction entered into through the Electronic Trading Platform(s) of the Company will be executed on an "Over the Counter" (OTC) 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.

For Such online Orders, the Company is currently connected electronically to a wide range of Retail Service Providers (RSP) who are market makers and liquidity providers in a range of instrument type. When an Order is received the Company's system will request a price from all RSPs offering a price in the requested security and will select the best price returned and complete the Order following confirmation from its Client.

The Company believes that these execution methods ensure that it takes all reasonable steps to meet its Best Execution obligation.

The Company, before deciding which Execution Venues to use for Client Orders, compares different liquidity



providers and performs due diligence of them. Some of the parameters that the Company evaluates, include the following:

- (a) Pricing frequency how many ticks per second the liquidity provider provides, as applicable.
- (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 Company places great significance on the choice of its RSPs and liquidity providers as it strives to offer, on a consistent basis, the best execution to its Clients.

Furthermore, the Company 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.



# 2. Miscellaneous

## A. Client Consent

By entering into a Client Agreement with the Company for the provision of investment Services, the Client is consenting to an application of this Policy on the business relationship between the Company and the Client (i.e. this Policy forms part of the Agreement found on our website: <u>https://fxon.com</u>.)

In any exceptional circumstances, especially in the cases of Force Majeure, including, but not limited to, the failure of communication with selected intermediaries, the Company reserves the right to be obliged to use other execution methods than those provided in this Policy.

Upon the Client's request, the Company is obliged to provide to the Client information concerning the execution of the Client's Orders in compliance with this Policy. The Client's request must be submitted to the Company in writing and should make specific reference to the Order for which information is requested.

## **B.** Quality of Execution

The Company is voluntarily taking the initiative of keeping transparent operation, publishing informative data regards to Orders and execution can be found on our website.

## C. Regular Monitoring and Amendment of the Policy

The Company monitors the implementation and effectiveness of this Policy with regards to the procedure followed and all factors that may affect its Best Execution – the Company reserves the right to correct any limitations and proceed with improvements.

Additionally, the Company reserves the right to review and/or amend this Policy and arrangements whenever it deems this appropriate according to the terms of the Agreement.

It should be noted that the Company will not notify Client separately of changes, other than substantial material changes to the Policy, and Clients should therefore refer from time to time to the Website of the Company at our Website for the most up to date version of the Policy.

## D. Contact Us

If you wish to contact us with any queries, concerns or complaints, you can email us at <a href="mailto:support@fxon.com">support@fxon.com</a> or write to: FXON Ltd, House of Francis, Room 301(A), Ile du Port, Mahe, Seychelles.

#### Risk Warning

FX trading (Foreign Exchange Margin Trading / Contracts for Difference) involves a very high risk of incurring not only large marginal losses and a loss of the principal amount invested, but also losses in excess of the



principal amount invested, due to sudden price fluctuations of the target currency or stock.

This investment risk is caused by the high leverage and the ability to trade many times the amount of funds deposited, and we cannot guarantee that these financial instruments are suitable for all customers. Please make sure you have a thorough understanding of the investment risks involved and carefully consider your own experience before trading.