

Order Execution Policy
Solaris EMEA Ltd.
October 2023

ORDER EXECUTION POLICY

I. Purpose

The purpose of this policy is to establish effective arrangements for obtaining the best possible results when Solaris EMEA Ltd (hereafter the “Company” or “we”, “us”), is executing clients’ orders.

In our dealings with you, we have a general duty to act honestly, fairly and professionally, taking into account your best interests. When executing trades for contracts for difference, spread trading and other over the counter financial derivatives products, Solaris EMEA Ltd will take all sufficient steps to achieve the best possible outcome, taking into account the Order Execution Policy (“Policy”) and any specific instructions received from you. However, the Policy cannot guarantee that the price at which we permit you to execute a trade will always be the best price available to you in the market at that point in time. Subject to any specific instructions that may be given by you we will take all reasonable steps to obtain the best possible result for our clients taking into account the execution factors listed below.

We will determine the relative importance of the execution factors by using our commercial judgement and experience in light of the market information available to us.

II. Legal Framework

In accordance with the Investment Services and Activities and Regulated Markets Law 87(I) of 2017, as amended from time to time , and which has implemented the Markets in Financial Instruments Directive (MIFID II) EU Directive 2014/65/EU, Cyprus Investment Firms (CIF) must take *all reasonable steps* to obtain, when executing orders, the best possible result for their clients taking into account price, costs, speed, likelihood of execution, size, nature or any other consideration relevant to the execution of the order. Nevertheless, whenever there is a specific instruction from the client, the CIF shall execute the order following the specific instruction.

In addition, CIFs must establish and implement an order execution policy to allow the CIF to obtain the best possible result, for its clients’ orders.

III. Policy

The policy outlines the process that we follow in executing trades, taking all reasonable steps to consistently obtain the best possible result for you. It is noted however that when executing an order following a specific client instruction, the Company will execute the order in line with those instructions and will consider that it has discharged its best execution obligations.

1. Best Execution Criteria

We will take into account the best execution criteria for determining the relative importance of the execution factors:

- 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.

The best possible result will be determined in terms of the total consideration, representing the price of the contract and the cost related to execution, which shall include all expenses incurred by the client which are directly related to the execution of the order, clearing and settlement fees and any other fees payable to any third parties involved in the execution of the order.

2. Execution Factors

We will, when managing your orders, take into account various execution factors, provided that there are no specific instructions from the client to the Company about the way of execution of the orders. The execution factors include:

- price;
- speed and likelihood of execution;
- costs or commissions;
- size and nature of the order;
- market conditions and variations;
- execution capability; and
- any other direct consideration relevant to the execution of the order

1. Price

For Retail clients, the best possible result will be based upon the total consideration payable (including our charges if any are applicable), representing the price of the financial instrument and the costs related to execution. If we are not treating you as a Retail Client we may determine that other execution factors are more important than price in obtaining the best possible execution result.

For any given financial instrument, we will quote two prices: the higher price (ASK) at which you can buy (go long) and the lower price (BID) at which you can sell (go short) that financial instrument. Before applying any mark-ups or mark-downs, we shall assess several market competitors/market participants and will adjust mark-ups or mark-downs accordingly in order to maintain our competitive advantage, the difference between the lower and the higher price of a financial instrument is the spread.

Clients should be aware that there may be regional variations in spreads due to services provided and other third-party costs in that area. Any increase in spread is not client specific and is applicable to all clients in that region. All spreads are clearly visible to clients on the trading platform.

3. Specific Instructions

In circumstances where you provide us with a specific instruction as to how to execute an order and we have accepted that instruction, then we will execute the order in accordance with that specific instruction.

Nevertheless, if you provide a specific instruction to carry out an order, then by executing that order we will be complying with our duty to provide you with best execution. This may mean that we are unable to follow the Policy for that particular order.

Unless we agree otherwise, all orders must be given to us electronically through the online facility (although we may in an emergency and at our absolute discretion accept instructions by telephone). For further information please refer to the Client Agreement, Section 4 'Orders, Transactions and Open Positions'.

4. Execution Venues

Execution venues are the entities to which the orders are placed or to which we transmit orders for execution. The execution venue for clients' orders will be duly authorised investment firms. The Company intends to collaborate with Axi Financial Services (UK) Limited (FCA No. 466201), and Axicorp Financial Services PTY (regulated by ASIC), which provides pricing from leading prime brokers in the industry in order to act as the execution venue of the Company for the financial instruments of foreign exchange and contracts for difference. The regulatory status, reputation, best execution criteria as well as any commercial terms to be agreed, are taken into consideration before deciding to enter into a collaboration agreement with an execution venue.

5. Pricing

We will provide our own tradable prices which are derived from independent price providers. We will ensure that the price provided to you is made with reference and compared to a range of underlying price providers and data sources. We review our independent price providers at least once a year to ensure that correct and competitive pricing is offered.

6. Costs

When you open a position, in some types of financial instruments, a commission or a financing fee will apply. Commissions may be charged either in the form of a percentage of the overall value of the trade or as a fixed amount. For more information on commissions, financing fees, swaps and rollover fees, please refer to the Product Schedule on our website.

7. Size of order

You will be able to place your order provided you have sufficient funds in your trading account. If you wish to execute a larger order, in some cases the price may be less favorable considering the feed obtained from the price provider.

8. Speed

Prices are subject to change over time. The frequency of price changes varies with different financial instruments and market conditions. Considering that tradable prices are distributed via our trading platform/terminal, the technology used by you to communicate with us plays a crucial role. For instance, the use of a wireless connection, or dial up connection, or any other

communication link that has a poor internet connection can cause unstable connectivity to our trading platform/terminal. This may result in a delay and may impact the prevailing market price offered by us via our platform/terminal.

9. Likelihood of execution

We strive to provide the best possible price to our clients and make every effort and necessary arrangements to do so; however, it may be impossible to guarantee the execution of any or all of the pending orders at the declared price, under certain market conditions. We therefore reserve the right to execute your order at the best available price, taking into account the market depth and volatility for the financial instrument at any given point in time. This may occur, for example, in any of the following cases:

- a) trading session start times/opening gaps;
- b) during significant news events;
- c) in volatile markets where prices may move significantly up or down and away from a declared price;
- d) where there is a rapid price movement, if the price rises or falls in one trading session to such an extent the under the rules of the relevant exchange, trading is suspended or restricted;
- e) if there is insufficient liquidity for the execution of the specific volume at the declared price.

10. Likelihood of settlement

We shall proceed with the settlement of all transactions upon the execution and/or time of expiration of the specific transaction.

All client orders are placed in lot sizes. Although in some cases there is no maximum size of an order that you can place with us, we reserve the right to decline an order, where the size of the order is too large and cannot be filled.

11. Market Impact

Unusual market conditions may rapidly affect the price of the financial instruments offered by us. At a time of severe market turbulence, and/or internal/external system(s) failure, the ability to execute orders on a timely manner will become the primary factor.

12. Order Execution Risks

12.1 You should be aware of the risks associated with execution of orders which include, but are not limited to:

- a) **Slippage:** the difference between the expected price of an order and the price at which the order is actually executed. The Company takes sufficient steps to obtain the best possible result for its clients at the time the quote is provided. However, rapidly changing market conditions might result in the execution of an order at a price which has ceased to be the best market price.
- b) **Volatility:** During volatile markets an order might be executed at a substantially different price from the quoted price, or an order might be partially executed or maybe executed at different prices and opening prices might significantly differ from the previous day's close.
- c) **Trading System or Connectivity Execution Delays:** When undertaking transactions on an electronic system you should be aware that you are exposed to risks associated with such systems, including the failure of hardware and software (internet/servers). The result of any system failure may result to the client order either not being executed according to the client's instructions or not executed at all. We shall not be liable in the event of any such failures.
- d) **Cancellation of Trades and/or Closure of Positions:** We reserve the right to cancel your order due to lack of liquidity or suspension of a financial instrument or errors in feeds from price providers or where quotes from counterparties have proven to be faulty. We shall endeavour to provide you with a reasonable explanation of such a cancellation within a reasonable time.

12. Monitoring

We will monitor the effectiveness of our order execution arrangements and this Policy to identify and, where appropriate, correct any deficiencies.

13. Consent

We are required to obtain your prior consent to our Policy. You will be deemed to provide such prior consent when you give us an order. When opening an account with us you consent to your orders being executed in accordance with the Client Agreement and the Policy in force.

14. Conclusion

Appropriate information is provided to you on the content of the Policy. Your prior consent is obtained regarding the documented Policy to be followed. In addition, a clear and prominent

warning is disclosed to you (within the Client Agreement) that any specific instruction from a client may prevent us from taking the steps that are designed and implemented in its execution policy for obtaining the best possible result for the execution of those orders in respect to the elements covered by those instructions.

Adequate information is provided to you through this Policy in relation to the factors that are taken into consideration by the management when handling clients' orders. This Policy is reviewed periodically, and you will be informed accordingly in relation to any material changes.

We must be in position to demonstrate to you, at your request, that we have executed your orders in accordance with this Policy.

15. Updates to the Order Execution Policy

In the event that we materially change this Policy, the revised Policy will be uploaded to our website. You will be required to review and accept the revised Policy.

Any updates and/or changes in the Policy will be approved by the Board of Directors of the Company.