

# CLIENT BEST INTEREST & EXECUTION POLICY

## OEXN LIMITED

Licensed and regulated by the Cyprus Securities  
and Exchange Commission, Licence no. 423/22.  
Business Address: 1 Kalimnou Street, Office 602,  
6037, Larnaca, Cyprus



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## 1. About

OEXN LIMITED is an authorized and regulated Cyprus Investment Firm (“CIF”) by the Cyprus Securities and Exchange Commission (“CySEC”) under License Number 423/22. The Company provides investment and ancillary services in accordance to its authorization and in compliance with the European Markets in Financial Instruments Directive (MiFID II), and the Investment Services and Activities and Regulated Markets Law of 2017 as amended (L.87(I)/2017), through the Company’s website which can be accessed online at [www.oexn.com](http://www.oexn.com) (“Website”) and as these are defined throughout this Policy. The Company is registered in the Republic of Cyprus under the Companies Law, with registration number HE 412340 and having its registered address at 106 Gladstonos, 3032, Limassol, Cyprus and business address at 1 Kalimnou Street, Office 602, 6037, Larnaca, Cyprus.

This Best Interest and Order Execution Policy (“the Policy”) is provided to you (our client or prospective Client) in accordance with the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 87(I)/2017, as subsequently amended from time to time (“the Law”). Pursuant to the Law, the Company is required to take all sufficient steps to obtain the best possible result (best execution) on behalf of its clients either when executing client orders or receiving and transmitting orders for execution.

By opening a trading account, you agree/consent to the fact that your orders will be executed outside a Regulated Market (e.g. Licenced European Stock Exchange) or a Multilateral Trading Facility (e.g. European Financial Trading System) or Organized Trading Facility “OTF”.

## 2. Scope

This Policy applies to both retail and professional clients. This Policy applies when executing client orders for the client for all the types of Contracts for Difference (“CFDs”) offered by the Company.

### 3. 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 considered:

1. The characteristics of the client, including the categorization of the client as retail or professional;
2. The characteristics of the client order;
3. The characteristics of Financial Instruments that are the subject of that order; and
4. 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.

#### **Price – Highest Importance:**

For any given CFD, the Company will quote two prices: the higher price (ASK) at which the client can buy (go long) that CFD, and the lower price (BID) at which the client can sell (go short) that CFD. Collectively, the ASK and BID prices are referred to as the Company’s prices. The difference between the lower and the higher price of a given CFD is the spread.

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.

Even though 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.

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.

If the price reaches an order set by you such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, then these orders are automatically executed. However, under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the client's requested price. In this case, the 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.

### **Costs - Highest Importance:**

For opening a position in some types of CFDs the client may be required to pay commission or financing fees, the amount of which is disclosed on the Company's website.

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

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.

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 – Highest Importance:**

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 worse prevailing price offered by the Company.

### **Likelihood of Execution – Medium Importance:**

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. If the Company is unable to process an order because of 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 Terms & Conditions.

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.

**Likelihood of settlement – Low Importance:**

The Company shall proceed to a settlement of all transactions upon execution of such transactions. The Financial Instruments 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 – Low Importance:**

The client will be able to place orders as long as they have enough balance in their trading account.

If they wish to execute a large size order (above average order size), in some cases the price may become less favourable. The actual minimum size of an order is different for each type of 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. The Company reserves the right to decline an order as explained in the agreement entered with the client. Please refer to the Company's website for the value of the maximum volume of the single transaction. 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.

**Market Impact – Medium Importance:**

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 above list is not exhaustive.

### **Types of orders in trading in CFDs:**

The characteristics of an order may affect the execution of the client's order. Please see below the different types of orders that a client can place:

#### **Market Orders**

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 Orders**

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 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 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 for meeting of this order provisions (order is always set above the current BID price), and it does with ASK price for short positions (the order is always set below the current ASK price).

### **Stop Loss**

Stop Loss Order is used for minimizing 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 orders, the Company's trading platform checks long positions with BID price for meeting of this order provisions (the order is always set below the current BID price), and it does with ASK price for short positions (the order is always set above the current ASK price).

## **4. Execution Practices in CFDs**

### **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, 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 occur 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. 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.

### **Re-quotes**

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 re-quotes 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.

## **5. Best Execution Criteria**

When executing client orders, the Company considers the following criteria for determining the relative importance of the Best Execution Factors referred above:

- (a) The characteristics of the client, including the categorization of the client as retail or professional;
- (b) The characteristics of the client order;
- (c) The characteristics of the Financial Instruments that are the subject of that order; and
- (d) 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 always considering the information available in the market. The Company assigns the following importance level to the Best Execution Factors:

Factor	Importance Level	Remarks
<b>Price</b>	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.
<b>Costs</b>	High	We take all sufficient steps to keep the costs of your transactions as low and competitive, to the extent possible.
<b>Speed of Execution</b>	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.
<b>Likelihood of Execution</b>	Medium	Even though we reserve the right to decline a client order we aim to execute all client orders, to the extent possible.

<b>Likelihood of Settlement</b>	Low	See relevant description in Best Execution Factors.
<b>Size of Order</b>	Low	See relevant description in Best Execution Factors.
<b>Market Impact</b>	Medium	See relevant description in Best Execution Factors.

Where the Company executes an order on behalf of a retail client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, which shall include all expenses incurred by the client which are causally 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, to assess and compare the results for the client that would be achieved by executing the order on each of the execution venue (see paragraph Execution Venues below) 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.

### **Client's Specific Instruction**

Whenever there is a specific instruction from or on behalf of a client (e.g. fills in the required parts on the Company's trading platform when placing an order), relating to the order or the specific aspect of the order the Company shall arrange – to the extent possible – for the execution of the client order strictly in accordance with the specific instruction.

**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.

Trading rules for specific markets or market conditions may prevent the Company from following certain of the client's instructions.

### **Execution on Client Order.**

The Company shall satisfy the following conditions when carrying out client orders:

- a) ensure that orders executed on behalf of clients are promptly and accurately recorded and allocated.
- b) carry 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) inform a retail client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

### **Execution Venues**

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

A third-party liquidity provider will be the Execution Venue for the execution of client orders.

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; and
- 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 by using its commercial judgment and experience in the light of the information available on the market. 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. 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 transactions entered in Financial Instruments with the Company are not undertaken on a recognized exchange/regulated market, rather they are undertaken over the counter (OTC) and as such they may expose the client to greater risks than regulated exchange transactions/orders.

The Company, before deciding which Execution Venues to use for client orders, it compares different Liquidity Providers and performs due diligence to them. Some of the parameters that the Company evaluates, include the following:

- Pricing frequency – how many ticks per second does the Liquidity Provider provide.

- Speed of communication/execution – How fast are the prices received/orders executed.
- Occurrence of price freezes and frequency.
- Depth of liquidity – What is the liquidity provided by the Liquidity Provider.
- If dealing back-to-back is the overall cost (i.e. total consideration paid by clients) competitive compared to the industry.

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

The 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.

## 6. Negative Balance Protection for CFD orders

The aim of the Leverage Policy shall also be to ensure that the maximum loss of clients at any point in time never exceed the client's available funds. To this effect, the Company's systems and terms of business/client agreements shall be setup in such a way that the clients' balance in any event will never become negative and shall be zeroed without any obligations/liabilities from/against the clients.

## 7. Important Disclosures

The Company undertakes to summarize and make public on an annual basis, for each class of financial instruments, the top five execution venues in terms of trading volumes where the client orders were executed in the preceding year and information on the quality of execution obtained, in accordance to the relevant regulatory requirements.

The Company will publish an annual Execution Quality Summary Statement (EQSS) which will, for each class of financial instruments, include a summary of the analysis and conclusions the Company will draw from its detailed monitoring of the quality of execution obtained on the execution venues where all client orders were executed in the previous year.

The Company has the obligation regarding the annual publication of information on the identity of execution venues and on the quality of execution as per the requirements of the Commission Delegated Regulation (EU) 2017/576 (hereafter the "RTS28"). In particular shall inform the clients in relation to the following:

1. Publication of execution venues.
2. Information regarding clients (i.e. retail, professionals).
3. Trading volumes for all executed client orders in SFTs.
4. Summary of the analysis and conclusions they draw from their detailed monitoring of the quality of execution obtained.
5. Other general information.

Additionally, the Company provides on a quarterly basis data relating to the quality of execution of transactions.

## 8. Clients Consent

The Company is required to obtain prior consent from its client to the application of this Policy. A client is deemed to provide such prior consent when he/she accepts the Company's Terms & Conditions.

The Company reserves the right to review and/or amend this Policy whenever it deems this appropriate. It should be noted that the Company will not notify clients 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 [oexn.com/legal](https://oexn.com/legal) for the most up to date version of the Policy.

Should you require any further information and/or have any questions about this Policy please direct your request and/or questions to [support@oexn.com](mailto:support@oexn.com).