ORDER EXECUTION POLICY

CURRENCY PAIRS

VERSION 2.0

01/2023

1. INTRODUCTION

1.1. Olympic Markets Ltd, means our company which is registered under Labuan Regulations, with registration number LL17699 located at Unit B, Lot 49, 1st Floor Block F Lazenda Warehouse 3, Jalan Ranca-Ranca 87000 F.T. Labuan Malaysia. and holder of license with number MB/22/0106, offering it services through its various brand names and websites.

1.2. This order execution policy («the policy») is provided to you alongside with the Client's Agreement of Olympic Markets Ltd and contains further details regarding our services and activities that you may carry out with us.

1.3. By agreeing to the terms of our 'Client Agreement' you are also agreeing to the terms of this Policy, which forms part of the Client Agreement. For your benefit and protection, please ensure you take sufficient time to read this and any other additional documentation and information available to you via our Website, prior to opening an account and/or carrying out any activity with us. You should contact us if you require any further clarification or seek independent professional advice.

1.4. This Policy applies to all Clients who place orders with Olympic Markets Ltd, retail and professional, when executing transactions in the financial instruments provided by us via contracts for Differences («CFDs»).

2. INTERPRETATION OF TERMS.

2.1 Prices: we receive price feeds from some of the world's leading liquidity and data providers ('**LPs**'). Having multiple LPs is important especially during abnormal market conditions, such as times of extreme volatility, when some LPs may decide to widen the spreads or stop quoting prices at all. Having multiple LPs enables us to provide you with competitive prices, as the remaining LPs shall continue competing to provide us their best 'bid' and 'ask' prices.

2.2 Re-quoting: this is the practice of providing a secondary quote after an 'instant order' has been submitted. The Client must agree to this quote before the order is executed. We will re-quote 'instant orders' if the requested price originally specified by the Client is not available. The secondary quote provided to the Client is the current market price received by us from third party LPs. We do not re-quote 'pending orders'.

2.3 Slippage: this is the difference between the executed price and the order price at the time the order is submitted for execution. Slippage is a normal and expected cost of trading, particularly for orders of larger size and during times of thin liquidity and/or volatile markets.

2.4 Mark-up: Clients shall be charged a mark-up on spread when trading CFDs through the MT5 Platform.

2.5 Trade Rejection: trades submitted on the prices considered by the system as old are automatically rejected. Clients may contact our Dealing Department and place the order over the phone, if the prices remain valid.

3. ORDER TYPES FOR METATRADER 5 (MT5)

3.1 Market Order: this is an order to buy or sell a specified volume/ quantity at the current market price that is available. The system automatically aggregates the volume received from third party LPs and executes the 'market order' at VWAP; that is the weighted average execution price for a given trade based upon multi-tiered levels of liquidity, with each tier having a corresponding price and volume.

3.2 Pending Orders:

Stop Orders: this is an order to buy or sell once the price reaches a pre-set stop level (the **'stop price'**). Once this order is triggered it is treated as a 'market order'. If the 'stop order' is not triggered it shall remain in the system until a later date, subject to the conditions described in the "Good 'til cancelled" section. 'Stop orders' must be placed a minimum number of pips away from the available market price at the time of placing the order so that these are valid.

Limit Orders: this is an order to buy or sell once the price of an instrument reaches a pre-set level (the **'limit price'**). It is used to enter trades at a pre-set level, rather than at the available market price at the time. Once the market reaches the 'limit price', the 'limit order' is triggered and executed at the requested limit price or better.

Stop-Limit Order: Stop-limit order is an order that combines the features of stop order with those of a limit order. A stop-limit order will be triggered at a specified price (or better) after a given stop price has been reached or passed. Once the stop price is reached, the stop-limit order becomes a limit order to buy (or sell) at the limit price or better.

Stop Loss: this is a 'stop order' to control and minimise losses. It is used to close an open position when the price of the instrument has moved contrary to the expected direction, reaching a pre-set level.

Take Profit: this is a 'limit order' to secure profits. It is used to close an open position when the price of the instrument has moved in the expected direction, reaching a pre-set target level.

Good 'til Cancelled ('GTC'): this is an execution setting that Clients may apply to 'pending orders'. The order shall remain 'live' and pending for execution until it is triggered and treated as a market order or cancelled by the Client. Please note that GTC may become redundant in cases where a CFD on futures reaches its maturity/ expiry date.

Good 'til Date ('GTD'): this is an execution setting that applies to 'pending orders' traded through MetaTrader 5. Clients may choose a specific date in the future until which the order shall remain 'live' and pending for execution. If the order is not triggered during the pre-set timeframe, it will be deleted by the system. Please note that GTD may become redundant in cases where a CFD on futures reaches its maturity/ expiry date and the date specified is after the maturity date.

Pending order Modification/Cancellation: the Client may modify/cancel a 'pending order' if the market did not reach the price previously specified by the Client. An order will be cancelled in the event of any of the following:

a) If a Client manually cancels an order prior to the market reaching the price level specified; or
b) If a Client places an expiration timeframe and it is reached.
c) If an order is triggered and there is not enough free margin in the account, the order will be deleted.

Pending Order Deletion: Olympic Markets Ltd reserves the right to delete any 'pending orders' from the system not triggered within a period of one (1) month from the date the order was entered into the system.

Note: We execute most orders automatically, with minimal manual intervention. We may execute any order, regardless of type, manually without notifying Clients in advance. This may occur in instances where we experience, for example, increased market volatility, illiquidity and infrequent price updates, a significant* order size, as well as times where the system identifies abusive trading behaviour and/or trades from multiple Client profiles bearing the same characteristics (i.e. same software, symbol, time and price requested).
* *the 'significance' is determined at our discretion.*

4. MARGIN AND LEVERAGE

4.1 For margin calculation purposes, the leverage level used will be the lower between the Account and the symbol traded. This applies to all our trading platforms.

4.2 Any changes made to your leverage on an Account that is already traded can immediately affect your open positions and may result in a stop-out.

4.3 MetaTrader 5: at Margin Level of 50% or less we have the discretion to begin closing positions starting from the position with the highest loss (in absolute value). At Margin Level of 20% or less we will automatically close positions at the current market price, starting with the trade requiring the highest margin for which the market is open. If the account Margin Level is still 20% or less the same procedure is repeated for the next applicable position. Positions will be closed until the Margin Level becomes greater than 20%.

5. NEGATIVE BALANCE PROTECTION

5.1 Olympic Markets Ltd offers negative balance protection (the **'NBP'**) for all Clients, regardless of their categorisation (e.g. Retail or Professional); this means that a Client's losses will not exceed the Client's account balance.
5.2 In the unlikely event that a client of Olympic Markets Ltd sees a negative figure in his account as a result, for instance, of a market gap, Olympic Markets Ltd will credit the client's account to return his balance to zero.

6. BEST EXECUTION

6.1 We will take all sufficient steps to obtain the best possible result for our Clients, taking into account the price, costs, speed of execution, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order. The best possible result is determined on the basis of the total consideration representing the price and the costs associated with the execution, which include all expenses incurred by the Client which are directly related to the execution of the order.

6.2 It should be noted that if the Client provide us with specific instructions on how to execute his order(s), complying with those instructions may prevent us from taking the steps set out in the Policy. Under such circumstances, our execution in accordance with the Client's instructions will be deemed best execution.

6.3 Prices: Price is the most important factor for ensuring best execution. We will provide you with live streaming prices, also called **'Quotes'**, for the various financial instruments through our trading platforms, as received from our LPs plus Olympic Markets Ltd's mark-up.

6.4 For each instrument, Olympic Markets Ltd receives price streams from multiple LPs and through its price aggregation engine detects and quotes the best available Bid and Ask quote to the trading platforms. Please note that the prices you will see on our trading platforms may differ from the prices you may see on other trading/ charting platforms.

a) Bid-Ask Spread: For any given financial instrument, we quote two prices: the higher price (Ask), at which the Client can buy (go long) a financial instrument, and the lower price (Bid) at which the Client can sell (go short); collectively, referred to as the Olympic Markets Ltd's prices. The difference between the Bid and the Ask price of a given financial instrument is the spread, which includes Olympic Markets Ltd's mark-up for MetaTrader 5.

b) Pending Orders: Orders such as 'Buy Limit', 'Buy Stop' and 'Stop Loss'/ 'Take Profit' for open short positions are executed at the Ask price. Orders such as 'Sell Limit', 'Sell Stop' and 'Stop Loss'/ 'Take Profit' for open long positions are executed at the Bid price.

c) Our price for a given financial instrument is calculated by referencing the price of the relevant underlying asset, which is obtained from third-party liquidity and data providers. We update our prices as frequently as the limitations of technology and communication links allow. We will not quote any price outside of our operational hours.

d) Olympic Markets Ltd, will at all times, subject to events outside of our control, transmit bid and ask prices through the trading platforms. Olympic Markets Ltd shall, at its discretion, determine the prices that are executable, and which appear through the platforms. The Client accepts that Olympic Markets Ltd is solely responsible for determining the validity of these prices at any given time and in some instances, may issue a re-quote.

6.5 Costs: Execution venue costs are not a relevant factor as Olympic Markets Ltd is always the execution venue and there are no third-party fees such as clearing, or settlement fees involved in the execution of your orders.

6.6 Speed of Execution: We place a significant importance in this factor when executing Client orders and to this end we maintain high speed connections through multiple servers hosted globally. Our execution is fully automated apart

from minimal manual execution. However, the use of any form of unstable connection at the Client's end, whether wireless or dial-up, may result in poor or interrupted connectivity, which may cause delays in the transmission of data between the Client and us.

6.7 Likelihood of Execution: We rely on third-party LPs for prices and available volume of the different financial instruments we offer. Therefore, the execution of Client's orders will depend on whether there are prices and liquidity available at the time these orders are received. By having multiple LPs, we enhance the likelihood of execution across the instruments we offer. This availability may be subject to variation, especially during abnormal market conditions, such as:

a. During market opening times.
b. During times of market news and events.
c. During periods of significant volatility.
d. Where there is a rapid price movement of a particular instrument, to such extent that under the rules of a relevant exchange, trading on said instrument is suspended or restricted.
e. Where there is insufficient liquidity for the execution of a specific volume at a specific declared price.
f. Where Olympic Markets Ltd internal risk limits no longer permit the acceptance of any further orders on a specific instrument

6.8 Likelihood of Settlement: All transactions are settled upon execution. This factor is not relevant for us as we are always the execution venue.

7. OTHER EXECUTION CONSIDERATIONS

7.1 Currency Valuation: We may provide a currency conversion quote from your account's base currency to the currency of the relevant financial instrument. This will not be reflected as an actual currency conversion in your account, but only serves the purpose of indicating the valuation in the base currency.

7.2 Size of Order: The minimum and maximum size of an order for each instrument is available in the trading platforms and our Website. We may change these limits from time to time, and we reserve the right to decline an order as per our 'Client Agreement'. We will make every effort to fill orders irrespective of the volumes. This however may be achieved at the 'best available price' as per the available market liquidity at the time of execution (see 'Likelihood of Execution').

7.3 We reserve the right to place a cap on the number of contracts and/or a limit on the total net position value per profile, for a given instrument. Where this occurs, we will make all possible efforts within reason to provide you with prior notice.

8. EXECUTION VENUES

8.1 For the purposes of orders for the financial instruments we provide, we act as principal at all times and not as agent. Although we may transmit your orders for execution to third party LPs, contractually, Olympic Markets Ltd is the sole counterparty to your trades and any execution of orders is done in our name. Therefore, we are the sole Execution Venue for the execution of Clients' orders.

8.2 Full details of the trading conditions, including trading hours, for particular instruments are available through the trading platforms and in our Website. Holidays will be announced through the internal mail of the trading terminal supplied by us.

9. MONITORING AND REVIEW

9.1 The Company analyses the quality of execution and monitors best execution and in order to achieve that it follows specific procedures and processes in place. The Company measures and monitors the speed of its execution as well as the competitiveness of its prices against other competitors and monitors the symmetry of slippage and requotes.

9.2 Additional independent reviews on the processes and procedures, which are conducted at least annually, are performed by the Company's compliance department and internal audit so as to provide an assurance as to their effectiveness. Recommendations for improvements may be provided, where necessary, in order to keep the execution quality to the highest standards. The Company will notify the Clients in the event of a material change to the execution arrangements and policy occurs.

9.3 A quarterly basis data relating to the quality of execution of transactions is provided by the Company and can be found in the Legal Documentation section in The Company's Website.

10. WEBSITE

Refers to Olympic Markets Ltd website, accessible from www.OlympicMarkets.com and/or any other website that Olympic Markets Ltd may maintain and/or operate from time to time.

Please be informed that is your responsibility to be aware and stay informed about any updates, announcements, publications and/or any other changes that we may apply or submit in our website. Please ensure that you take sufficient time to check our website on a regular basis to take notice of any changes and/or updates that we might made as they are binding on you. It is highly advised to check our website before entering into any transaction.

11. NO GUARANTEES

There are no guarantees that your Order will be accepted or executed by us, nor are there guarantees regarding the speed, timing, or price at which your Order will be executed. Further, Order speed, timing, pricing and execution may vary between Clients trading the same Financial Instrument, due to several factors, including but not limited to Order type, market volatility and latency. This Policy does not form an obligation on our part to you.

12. LANGUAGES

12.1 Language of communication between Olympic Markets Ltd and the client shall be in English. Each communication and document made or delivered by one party to another shall be in the English language.

12.2 Olympic Markets Ltd may communicate with the Client in any other language besides English, however in the event of any discrepancy between meanings in any communication, or in any other communication forming part of this policy or any other agreement , information or communication in any other language, the meaning of the English version shall be the governing and prevailing version.

12.3 Olympic Markets Ltd or third parties may have provided the Client with translations of this Policy. The original English version shall be the only legally binding version. In the event of any discrepancy between the English version and any other translation that is in the client's possession, the original English version provided by Olympic Markets Ltd on the website shall be the governing and prevailing version.

12.4 For any further clarification regarding any insufficient meaning or concerns about any term of the present do not hesitate to contact us via our email: compliance@OlympicMarkets.com

13. YOUR CONSENT

13.1 We are required to obtain your consent prior to establishing a business relationship with you. By entering into the Client Agreement, you consent and acknowledge that the transactions in financial instruments entered with us are not undertaken on a recognised exchange, but rather through our trading platform and, accordingly, you may be exposed to greater risks than when conducting transactions on a regulated exchange. Therefore, we may not execute an order, or we may change the opening or closing price of an executed order in certain cases, including, but not limited to instances of a technical failure of the trading platform. The trading rules are established solely by the counterparty, which is, at all times, Olympic Markets Ltd. You are then only allowed to close an open position in any given financial instrument during our platform's working hours, and you can only close any such position(s) with us as your sole counterparty and thus you are subject to counterparty risk.

13.2 By entering into the Client Agreement, you consent that Olympic Markets Ltd is, without exception, the execution venue for all orders and acts as principal and not as agent on the client's behalf; contractually Olympic Markets Ltd is the sole counterparty to the client's trades and any execution of orders is done in the Olympic Markets Ltd's name.

13.3 When opening an Account with us you consent to your orders being executed in accordance with the Policy in force, from time to time. You consent that Olympic Markets Ltd reserves the right to immediately terminate your access to the trading platform(s) or Account(s) or refuse or cancel any order, in the event you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage and/or contrary to good faith; under such circumstances, Olympic Markets Ltd may, at its discretion, close any of your Account(s) and recover any losses incurred from such practices. You also accept that Olympic Markets Ltd reserves the right to immediately terminate your access to the trading platforms and/or recover any losses incurred in the event Olympic Markets Ltd determines in its sole discretion that you voluntarily and/or involuntarily undertook to abuse the NBP offered by the Olympic Markets Ltd(or in any way which is contrary to good faith or the terms of the 'Client Agreement') either on an individual Account, or multiple Account(s) or multiple profiles and/or between one or more Client(s) of Olympic Markets Ltdin accordance with the 'Client

Agreement'. For instance, a Client hedging his/her exposure utilising his/her accounts under the same or different Client profile would constitute an abuse of the NBP as well as a Client requesting a withdrawal of his/her Client Money - notwithstanding any of the provisions of the 'Client Agreement'- when the symbol he/she is trading is not available for trading at Olympic Markets Ltdduring that specific timeframe. Another example would be an instance where a Client transfers fund from his/her Account to the Vault before opening or while having open positions, in a manner which indicates an attempt to abuse the NBP policy; it should be noted that this is not an exhaustive list.

13.4 The Company reserves the right, where in its absolute discretion believes that reasonable suspicion for abusive trading behaviour exists, to group together multiple orders on a specific CFD and manually execute them as one order at the volume-weighted average price.

14. IMPORTANT INFORMATION

14.1 Specific leverage limits or restrictions on the instruments available may apply in accordance with applicable legislation and Olympic Markets Ltd's policies.

14.2 CFDs are not eligible for sale or distribution in certain jurisdictions or countries. This Policy is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including, but not limited to the United States of America. Equally, this Policy does not constitute an offer, invitation or solicitation to buy or sell leveraged products. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Policy is not intended to constitute the sole basis for the evaluation of any Client's decision to trade leveraged products.

15. FAQs AND CONTACT INFORMATION

15.1 Where a Client makes reasonable and proportionate requests for information about our execution policies or arrangements and how these are reviewed, we will provide the Client with an answer clearly and within a reasonable time.

15.2 Questions regarding this Policy should be addressed, in first instance, to our Customer Support Department. You may contact our Customer Support Department via e-mail at compliance @Olympic Markets Ltd.com, or via phone on the numbers you will find on the Contact section of our Website.