

ORDER EXECUTION POLICY

1. CONDUCT OF BUSINESS

1.1. The Company is generally obliged to act honestly, fairly, and professionally in its dealings with users and to execute orders in the best interests of its users. In particular, when executing orders on behalf of the user, the Company provides "best execution," meaning it acts in accordance with established internal procedures and takes reasonable steps to consistently obtain the best possible results for its clients.

1.2. By accepting the Company's User Agreement, the user also agrees to the terms of this Order Execution Policy ("Policy").

2. INSTRUMENTS

2.1. The Company executes orders for contracts for difference ("CFDs") on shares, exchange-traded funds, commodities, options, indices, and foreign exchange.

3. OBLIGATION TO ENSURE BEST EXECUTION

3.1. When executing a user's orders, the Company takes all reasonable steps to obtain the best possible result for the user, in accordance with this Policy and any specific instructions provided by the user. The Policy includes a range of procedures designed to deliver the best possible order execution outcomes, taking into account the nature of the user's orders, the priorities communicated by the user, and the practices of the relevant market. The Company aims to provide the best compromise among sometimes conflicting factors. However, the Company does not guarantee that its execution price will always be better than prices available from other sources.

4. DETERMINING BEST EXECUTION CONDITIONS

4.1. In all transactions, the Company acts as principal and is the sole execution venue. Orders are not executed on a regulated exchange or multilateral trading facility. When determining best execution, the Company considers several factors, with the most important being price, followed by:

- 4.1.1. costs;
- 4.1.2. size;
- 4.1.3. market liquidity of underlying instruments;
- 4.1.4. speed; and
- 4.1.5. likelihood of execution and settlement.

The Company ensures best execution by determining CFD pricing based on the market prices of the underlying product. It accesses various data sources to calculate an objective view of prices available to independent traders.

4.2. For all CFD contracts, the Company considers factors such as interest income, expected dividends, and changes in the underlying contract's expiration date. These are adjusted with the Company's spread. As a result, the price on the Trading Platform typically differs from the cash price of the underlying product.

4.3. If at the time of receiving a user's order the market or Exchange for the underlying product is closed, illiquid, suspended, or otherwise affected, the Company reserves the right not to execute the order.

5. SPECIFIC INSTRUCTIONS

5.1. If the user includes specific instructions with their order—such as a transaction price with the Company or a stop-loss/limit price—these instructions take precedence over other provisions of this Policy. A stop-loss or other limit order is executed at the specified level when the market reaches that level or a buffer price.

5.2. Generally, CFD contracts on equity instruments do not have an expiration date. However, if

a company undergoes a merger or reorganization, the event date may be considered the expiration date. Stop-loss and limit orders based on dividend-adjusted prices are valid for net-of-dividend prices (and vice versa), unless cancelled by the client.

6. INDIVIDUAL TRANSACTIONS

6.1. The Company does not aggregate a user's order with those of other clients for execution as a single order.

7. MONITORING AND UPDATING THE ORDER EXECUTION POLICY

7.1. The Company monitors the effectiveness of its execution arrangements and this Policy. It periodically assesses whether its pricing sources remain compliant with legal requirements or if changes are needed. In the event of significant changes to order execution arrangements or this Policy, the Company will notify users accordingly.

8. DETAILED INFORMATION ON CONTRACTS

8.1. Detailed trading information, including Trading Hours for specific products, is available via instrument-specific links on the Alma Expo Trading Platform.

9. NO FIDUCIARY DUTIES

9.1. The Company provides the user with access to the Alma Expo Trading Platform and does not perform any other functions, including fiduciary duties.

9.2. The Company's obligation to provide best execution does not imply any fiduciary responsibility beyond what is imposed by law or mutually agreed between the Company and the user.