



## ORDER EXECUTION POLICY FOR PROFESSIONAL CLIENTS

This document on Order Execution is effective from September 2024 and shall remain effective until a more recent version is released. Finalto Trading Limited reserves the right to amend or supplement this document at any time. This document does not replace our Terms of Business (Client Agreement) which we ask that you read carefully before you enter any trading activity. The prevailing version of this document is always available on our website.

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money. Our offering includes products that are traded on margin and carry a high degree of risk to your capital. By trading, you may sustain a loss of some or all of your invested capital, therefore, you should not speculate with capital that you cannot afford to lose. It is possible to incur losses that exceed your initial investment. You should ensure you fully understand the risks involved and seek independent advice if necessary. Services are provided by Finalto Trading Limited on an execution only basis; we do not provide any advice nor should any communication with us, either written or oral, be construed as such. **Services are provided only to professional clients.**

Finalto Trading Limited is authorised and regulated by the Financial Conduct Authority (FCA), registration number 607305. Finalto Trading Limited is incorporated in England and Wales under company number 08663212. Registered address is 11th Floor Broadgate Tower, Primrose Street, London, England, EC2A 2EW.

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## **1. Purpose of the Policy**

This Order Execution Policy (this "Policy") sets forth information relating to how Finalto Trading Limited ("Finalto", "we" or "us") seeks to provide best execution as required by the Markets in Financial Instruments Directive 2014/65/EC ("MiFID II") and by the Financial Conduct Authority Conduct of Business Sourcebook ("COBS"), in each case as amended or supplemented from time to time, when executing orders on behalf of clients.

**It is important that you review this Policy in conjunction with our Terms of Business, the Client Classification letter and any other agreement or document which affects your relationship with us**

**Please note that by executing our Terms of Business, you will have consented to the provisions of this Policy**

**This policy covers the following products: Contracts for Difference**

## **2. Scope of Policy**

This Policy is provided to you as a professional client (the "client") of Finalto regardless of whether you are an elective professional client or a per se professional and it is not applicable to business conducted with eligible counterparties. This Policy is not directed at, or intended for, retail clients and should not be considered for such persons.

In accordance with MiFID II and COBS and where best execution applies, when executing orders Finalto will take all sufficient steps to obtain the best possible result for its clients, taking into account the execution factors set out in Paragraph 6.

The requirements relating to obtaining the best possible result ("best execution") for clients will be applied to any relevant transaction, on MIFID financial instruments, when we are the counterparty to that transaction and act as the executing party.

It is important for you to note that our best execution obligations do not apply to transactions that are not in respect of "MiFID financial instruments", including the following:

- (a) the provision of finance;
- (b) certain spot foreign exchange transactions which do not constitute "MiFID financial instruments" pursuant to Article 10 of the MiFID Delegated Regulation (EU) 2017/565 (the "MiFID Delegated Regulation"); and
- (c) certain foreign exchange forwards which do not constitute "MiFID financial instruments" pursuant to Article 10 of the MiFID Delegated Regulation.

All products currently offered by the firm to its client are Contracts for Difference and are therefore considered to be MIFID Financial instruments.

### 3. What is Best Execution?

Best execution is the requirement to take all sufficient steps to obtain the best possible result when either executing transactions on your behalf or using other affiliates or brokers to execute transactions on your behalf, taking into account the following execution factors:

- (a) price;
- (b) costs;
- (c) speed;
- (d) the likelihood of execution and settlement;
- (e) size;
- (f) the nature of the transaction; and
- (g) any other consideration relevant to the execution.

### 4. Application of Best Execution

- (a) Principal trading

The best execution obligation is also applicable when we are acting in a principal capacity (including “dealing on own account”) and you are placing a legitimate reliance on us to protect your interest in relation to the execution of a transaction.

When executing on a principal basis, in order to determine whether clients are placing legitimate reliance on Finalto, the FCA refers to four considerations set out in a letter from the European Commission which should be applied. Consequently, when negotiating transactions or receiving orders from you on a principal basis, to determine whether you are placing legitimate reliance on us, we will assess the following:

- (i) Which party initiated the transaction. In examples where you initiate the transaction, it is less likely that you are placing legitimate reliance on us. In circumstances where we may communicate trade ideas, market communications or indicative prices as part of general business, we do not believe that this will be deemed to have initiated the transaction;
- (ii) The market practice and the existence of a convention for clients to “shop around”. Where market practice for a particular asset class or product suggests that you will have ready access to various providers who may provide quotes and you have the ability to shop around, it is less likely that you will be placing legitimate reliance on us. In general, this is how we consider the majority of transactions with sophisticated, professional clients would be executed;
- (iii) The relative levels of transparency within a market. In circumstances where pricing information is transparent and it is reasonable that you have access to such information, it is less likely that you will be placing legitimate reliance on us; and
- (iv) The information provided by you and any agreement reached. Where any agreements or arrangements with you (including the provisions within this Policy) do not indicate or suggest that an understanding has been reached that you will place any legitimate reliance on Finalto or Finalto has agreed to provide best execution.

(b) Possible examples of legitimate reliance

Circumstances where you may possibly be considered to be placing a legitimate reliance on us may include, but are not limited to:

- (i) where you are seeking to exit a complex structured trade where it would be reasonable to consider that you are unable to shop around;
- (ii) transactions where a hedge executed by Finalto is the specific reference price used to determine the level of an underlying price for your derivative transaction; and
- (iii) other circumstances where you may be considered a captive client (e.g. there is a lack of client choice over where to execute a trade due to the complexity or nature of the transaction and you would therefore be unable to seek alternative quotes).

The obligation to provide best execution will not generally apply where you as the client:

- (iv) are seeking a quote in competition and have the ability to shop around for alternative prices;
- (v) specify the price/quote and the trade is executed on risk; or
- (vi) apply other conditions which may be considered as specific instructions (in respect of which please see Paragraph 5 below).

(c) Request for Quote (RFQ)

Best execution obligations are unlikely to apply where you have asked us for a quote ("RFQ"), as we generally take the view that in the context of the European Commission's four considerations there is no legitimate reliance being placed on us to meet the relevant best execution requirements. In such circumstances, we would consider ourselves to be your direct counterparty and we would execute the quote after you have accepted it and we would take into account the changing market conditions and the time elapsed between the offer and acceptance of the quote to help ensure it is not manifestly out of date.

(d) Summary

In most of our dealings with you, we envisage that we would act in a principal capacity on a risk basis. That is, we would not be dealing with you on a riskless principal or agency basis and, furthermore, any pricing we provide to you would not be contingent on the pricing of our hedging arrangements (if any). Nevertheless, as we expect you are placing legitimate reliance on us to protect your interests in relation to the execution of a transaction, we would expect that best execution obligations would ordinarily arise in most of our dealings with you. This is subject to (i) any Specific Instructions which you may provide to us from time to time (please see Paragraph 5 below) and (ii) any specific transactions in which we have explained to you that best execution does not apply as well as the rationale for such non-application. As further explained in Paragraph 7 we would ordinarily be your sole Execution Venue.

## **5. Specific Instructions**

Where you provide us with a Specific Instruction in relation to an order, Finalto is obliged to follow such Specific Instruction so far as is reasonably possible when executing the trade. By following your Specific Instruction, we will have satisfied the obligation to provide you with best execution in relation to that transaction. Examples of such instructions may include, but are not limited to, requests to execute on a particular venue or to execute an order over a particular timeframe.

In circumstances where you give us a Specific Instruction which applies only to one part or one aspect of an order, we will follow that instruction so far as is reasonably possible when executing the trade. By following your Specific Instruction, we will have satisfied the obligation to provide you with best execution in relation to the relevant part of the transaction to which the Specific Instruction applied. The remaining portion of that order not covered by such instructions may still be applicable for best execution in accordance with the criteria laid out in this Policy.

As a general observation, please note that we will not induce you to instruct us to execute an order in a particular way. However, this does not prevent us from inviting you to choose between two or more specified Trading Venues whose selection is consistent with this Policy.

It is important for you to note that, in respect of any transaction arising from the exercise of an option, we consider that you have provided us with Specific Instructions.

Please note that any Specific Instructions which you provide us in respect of an order may prevent us from taking the steps that we have designed and implemented, as specified in this Policy, to obtain the best possible result for the execution of such order.

## **6. Application of execution factors**

In order to achieve the best possible result for you, Finalto will give consideration to a range of execution factors when determining the best outcome for you. Some of the below factors are considered to be more important than others. However, there are situations where the relative importance of these factors may change in accordance with instructions that you provide or broader market conditions.

The execution factors that Finalto will consider are as follow:

- (a) Price  
This is the price at which a “MiFID financial instrument” is executed at.
- (b) Costs  
This includes possible external costs (e.g. exchange, clearing fees) and any mark- ups.
- (c) Speed  
This is the time it takes to execute a client transaction.
- (d) Likelihood of execution and settlement  
This is the likelihood that we will be able to complete a client transaction.
- (e) Size

This is the size of the transaction executed for a client accounting for how this affects the price of execution; and

- (f) Nature of the transaction or any other consideration relevant to the execution of the transaction  
This is how the particular characteristics of a client transaction can affect how best execution is received.

The appendices contain further information on how execution factors are considered for achieving best execution on a per-asset class. Whilst they set out the order of relative priority, a variety of criteria are taken into account in assessing this and appropriate consideration will be made based on a transaction by transaction basis. The above execution factors list indicates the importance of being able to exercise the appropriate judgment in the best interests of the client given the differing needs and requirements of each client transaction and the broader market.

Whilst determining the relative importance of each executing factor, Finalto may take into account the following in the context of the market:

- (a) the characteristics of the client (including the categorisation of the client as retail or professional);
- (b) the characteristics of the client order (including where the order involves a securities financing transaction (SFT));
- (c) the characteristics of the “MiFID financial instruments” that are the subject of the transaction; and
- (d) the characteristics of the Execution Venues to which the transaction can be directed.

Generally, we consider that the most important execution factor for our professional clients is the price the relevant “MiFID financial instrument” is executed at. However, there may be circumstances where the primary execution factors may vary and price is no longer the dominant execution factor. For example, for transactions in illiquid derivatives, the likelihood of execution and market impact become more important. During the trading process when applying consideration to each execution factor, we will use our experience and expertise to achieve the best balance across the full range of factors. Overall, this may mean that Finalto does not always achieve the best price for every client transaction, but the best result that can be reasonably expected given the information available during the execution process. However, it should be noted that when undertaking a transaction, any specific execution factors specified by you will always be paramount in ensuring best execution is provided.

It is important for you to take into account the risks we have highlighted in our Terms of Business, particularly Schedule 2 (General Risk Disclosure Notice for Complex Products) and Schedule 3 (Contracts for Difference Risk Disclosure). Some of the risks mentioned therein in respect of CFDs include those relating to currency, volatility, gapping and market liquidity. It is vital that you carefully read and understand these and any other risks.

## **7. Execution Venues**

When executing your transactions or when placing your orders with (or transmitting your orders to) other entities (including affiliates) to execute, Finalto will take all sufficient steps in order to obtain on a consistent basis the best possible result.

Typically, Finalto will itself be your sole Execution Venue. Unless we specifically inform you otherwise, your particular order would be executed with us as your Execution Venue.

Please also see Schedule 2 to this Policy.

When trading with Finalto, you acknowledge that the orders placed with us are not undertaken or executed on a regulated market or trading venue but are executed on an Over the Counter (“OTC”) basis through the Finalto’s trading platforms. Accordingly, you may be exposed to greater risks since Finalto may not be able to execute an order, or it may change the opening/closing price of an order in case of technical failure of the trading platform or the feed quotes received.

## **8. Monitoring and Review**

We review our order execution arrangements and this Policy at least annually or whenever a material change occurs that affects our ability to obtain the best result for the execution of your Orders on a consistent basis. Any material changes to this Policy will be published via the firm’s website.

## **9. Requests for further information**

Unless specified otherwise herein (such as there being no legitimate reliance or you providing us with Specific Instructions), this Policy will be applied in respect of each applicable client order. At your request, we will demonstrate to you how we have executed your order in accordance with this Policy.

If you have any reasonable and proportionate requests for information about our order execution arrangements and this Policy, please notify us in writing and we will endeavour to provide you with information as soon as reasonably practicable.

## **10. Definitions**

For the purposes of this Policy, the following terms have the following definitions:

Client Order:	A verbal or electronic (e.g. Bloomberg, FIX) agreement to execute a transaction on behalf of a client in any of the “MiFID financial instruments” listed in Schedule 2.
Client Transaction:	An execution with a client where Finalto is acting in a principal capacity on any of the “MiFID financial instruments” listed in Schedule 1.
Execution factors:	The execution factors laid out in Paragraph 6 of this Policy.
Execution Venue:	A Regulated Market, an MTF, an OTF, a Systematic



	Internaliser or a market maker or other liquidity provider or an entity that performs a similar function in a third country to the functions performed by any of the foregoing.
FCA:	The Financial Conduct Authority (including any successor or replacement regulatory authority).
Multilateral Trading Facility (or MTF):	A multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in “MiFID financial instruments” – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with Title II of MiFID II.
Organised Trading Facility (or OTF):	A multilateral system which is not a regulated market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system in a way that results in a contract in accordance with Title II of MiFID II.
Regulated Market:	A multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in “MiFID financial instruments” – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the “MiFID financial instruments” admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with Title III of MiFID II.
Specific Instructions:	Instructions provided to us by a client when placing an order for execution. Examples may contain, but are not limited to, the selection of a limit price, a period of time the order may remain valid or request to execute the order on a specific Execution Venue.
Systematic Internaliser:	An investment firm which, on an organised, frequent systematic and substantial basis, deals on own account when executing client orders outside a Regulated Market, an MTF or an OTF without operating a multilateral system.
Trading Venue:	A Regulated Market, an MTF or an OTF.

**Schedule 1**  
**“MiFID financial instruments”**

The Policy applies to the following “MIFID financial instruments”:

1. transferable securities;
2. money-market instruments;
3. units in collective investment undertakings;
4. options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
5. options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event;
6. options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a Regulated Market, an MTF or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
7. options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of this Schedule 1 and not being for commercial purposes, which have the characteristics of other derivative “MiFID financial instruments”;
8. derivative instruments for the transfer of credit risk;
9. financial contracts for differences;
10. options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a Regulated Market, OTF or an MTF; and
11. emission allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme).

## **Schedule 2**

### **Sole Execution Venue**

Unless we specify you otherwise, Finalto will itself be your sole Execution Venue.

Whilst the relevant appendices will provide additional information, please note the following: -

- (a) if there were multiple Execution Venues in the future, Finalto would not unfairly discriminate between Execution Venues or types but, rather, it will make a decision on an Execution Venue based on a consideration of the execution factors (including as specified in the relevant appendices);
- (b) firms are required to not use an execution venue in respect of client orders regarding “MiFID financial instruments” also for securities financing transactions. This is irrelevant as we do not transact in securities financing transactions and do not offer services in respect thereof;
- (c) if there were multiple Execution Venues in the future, we would take into account our own commissions and the costs of executing an order in each Execution Venue when assessing and comparing the results that would be achieved for a client by executing an order on the relevant Execution Venues. In such circumstances, we would not structure or charge our commissions in such a way as to discriminate unfairly between Execution Venues;
- (d) if there were multiple Execution Venues in the future, Finalto would not receive any remuneration, discount or non-monetary benefit from routing client orders to a particular Execution Venue which would infringe our regulatory requirements. Furthermore, we will inform you of any inducements we receive from an Execution Venue as well as any other monetary and non-monetary benefits. This is not the case at present given that we are your sole Execution Venue. For the avoidance of doubt, we do not receive any remuneration, discount, non-monetary benefit or inducements from ourselves;
- (e) if we were to apply different fees depending on the Execution Venue (which is not the case at present given that we are your sole Execution Venue), we will explain these differences in sufficient detail to allow you to understand the advantages and disadvantages of the choice of a single Execution Venue; and
- (f) where we invite you to choose an Execution Venue (which is not the case at present given that we are your sole Execution Venue), we shall provide you with fair, clear and not misleading information in order to help you choose one Execution Venue over another one factors other than solely the price policy applied by us.

## **Appendix A - Contracts for Differences**

### **1. Introduction**

This Appendix A provides further details with regards to the application of best execution in relation to contracts for differences (“CFD Products”), which include the following products:

- (a) Cryptocurrency options

This Appendix A forms part of the Policy and should be read in conjunction with it.

### **2. Application of Best Execution for CFD Products**

For CFD Products, although Finalto primarily trades in a principal capacity, we expect that our clients place legitimate reliance on us for best execution. As a result, we will offer best execution in respect of CFD Products.

However, where you provide us with a Specific Instruction (e.g. the time an order should be placed), to the extent that we follow such a Specific Instructions, we have satisfied any best execution requirements with respect to that aspect of the order. Please see Paragraph 5 of our Policy in this regard, including the consequences of us following your Specific Instructions.

### **3. Prioritisation of Execution Factors**

When executing those transactions where best execution applies, we take the following execution factors into account:

- (a) price;
- (b) costs;
- (c) speed;
- (d) likelihood of execution;
- (e) size; and
- (f) nature or any other consideration relevant to the execution of a transaction.

Whilst we have provided these execution factors in order of relative priority in the sections below, a variety of criteria will be taken into account in assessing the prioritisation of execution factors, including appropriate consideration on a transaction-by-transaction basis. Criteria for consideration include the characteristics of each transaction such as client preferences, market conditions, when the transaction is received and the size of the trade.

Generally, an important execution factor for our clients will be the price the CFD product is executed at. As part of the price finding process, we may also take into consideration a number of other execution factors such as liquidity of the underlying, maturity of the transaction, counterparty credit risk and platform/technology dependencies. Although we endeavor to provide the best possible execution after having taken into account the above factors, we cannot absolutely guarantee to you that the price that we make available to you at the time of opening or closing a trade with us will always be better than one which is or might have been offered elsewhere.

However, as set out below, depending on the complexity of the product, client engagement in creating the product/transaction and bespoke nature of the transaction, the primary execution factors may vary, with likelihood and speed of execution potentially being a more important factor than price.

For complex CFD Products, Finalto prioritises execution factors as follows:

- (i) likelihood of execution;
- (ii) price;
- (iii) costs;
- (iv) size;
- (v) speed; and
- (vi) other considerations.

When executing trade unwinds in complex CFD Products, the execution factors are changed with likelihood of execution, becoming the most important.

Pricing of transactions will usually incorporate consideration of size as an execution factor, as well as other factors such as liquidity of underlying, maturity, market conditions, platform/technology requirements.

#### **4. Order/Quote Handling**

Subject to our Terms of Business, orders can only be placed with Finalto manually (e.g. phone orders). Please refer to our Terms of Business in this regard. Orders will be dealt with by the trading desk who will determine the strategy on handling your order, based on the prioritisation of execution factors above and taking into account any particular criteria or instructions provided.

#### **5. Execution Venue**

We will typically be your sole Execution Venue. We consider this to be in our client's best interests because, given the nature of the CFD Products we offer to transact with you, we are best placed to engage in effective price formation.