FIX CAPITAL

# Summary Order Execution Policy

We have a general duty to conduct our business with you honestly, fairly, and professionally when opening and closing CFDs ('Contracts') with you. More specifically, when we enter into CFD with you (each, a 'Contract') we have a duty to provide you with 'best execution'.

Best execution means that we must take reasonable steps to obtain the best possible result for you when executing an order with you. This document provides a summary of our best execution policy.

This Summary Order Execution Policy forms part of the Client Agreement. Any capitalized term not defined in this Summary Order Execution Policy shall have the meaning ascribed to it in the Client Agreement.

The Company may amend this Summary Order Execution Policy and it shall apply to you once it is published on our Website. Please ensure to check our Website regularly.

## HOW DO WE COMPLY WITH OUR DUTY TO GIVE YOU BEST EXECUTION?

When we enter into Contracts with you, we will take all reasonable steps to achieve the best possible result for you by executing those Contracts according to our order execution policy and subject to any specific instructions received from you. Our order execution policy comprises a set of procedures that are designed to obtain the best possible execution result, subject to and taking into account the nature of your Contracts, the priorities you have identified to us in relation to entering into those Contracts and the practices relating to the market in question with the aim of producing a result which provides, in our view, the best balance across a range of sometimes conflicting factors.

## WHAT WE CONSIDER IN DETERMINING WHETHER WE OBTAIN BEST EXECUTION FOR YOU

In dealings between us we act as principal and not as agent on your behalf and we therefore act as the sole execution venue for the execution of your Contracts.

We are required to take a number of factors into account when considering how to give you best execution. We have rated price as the most important followed by: costs; size, liquidity of the underlying market, speed and likelihood of execution and settlement. The main way in which we will ensure that you obtain best execution is by ensuring that in our calculation of our bid/offer prices we pay due consideration to the market price for the underlying reference product to which your Contract relates. We have access to a number of different data sources in order to ascertain the market price, which is our objective view of the bids and offers available to arms' length traders.

In relation to some financial instruments, at the time at which you give us an order there may be no functioning or no open market or exchange on which the reference product is traded. In such cases we set out to determine a fair underlying price based on a number of factors, for example price movements on associated markets and other market influences, including information about our clients' own orders.

## SPECIFIC INSTRUCTIONS

Where you give us specific instructions, including specifying the price of a CFD Contract with us or specifying the price at which a Contract is to be closed if the market moves against you (eg a Limited Risk Transaction), or, for us to 'work' an order; those instructions take precedence over other aspects of our policy.

A transaction for which a Limited Risk Stop has been set will be closed at the level of the Stop if the limit price is reached but if a non-guaranteed stop has been set the price attained may be less favourable than the level at which you set the non-guaranteed stop, or at which it is triggered, especially if the price continues to move against you.

## AGGREGATION

Aggregation means that we may combine your instruction to deal, (for example, an instruction to close a Contract in relation to a non-guaranteed stop or to execute a Transaction on your behalf) with those of other clients of ours for execution as a single order. This will be where we reasonably believe that this is in the overall best interests of our clients and is unlikely to work overall to your disadvantage. However, on occasions, aggregation may result in you obtaining a less favourable price once your instruction to close a Contract or for us to execute a Transaction on your behalf has been conducted.

## WE DO NOT OWE YOU A FIDUCIARY DUTY

Our commitment to provide you with ‘best execution’ does not mean that we owe you any fiduciary responsibilities over and above the specific regulatory obligations placed upon us or as may be otherwise contracted between us.

## MONITORING AND REVIEW OF OUR ORDER EXECUTION POLICY

We will monitor the effectiveness of our order execution arrangements and order execution policy. We will assess from time to time whether the venues relied upon by us in pricing our Contracts allow us to achieve best execution on a consistent basis or whether we need to make changes to our execution arrangements. We will also review our order execution arrangements and order execution policy in respect of material changes either in respect of one of our chosen pricing venues or otherwise that affects our ability to continue to achieve best execution.