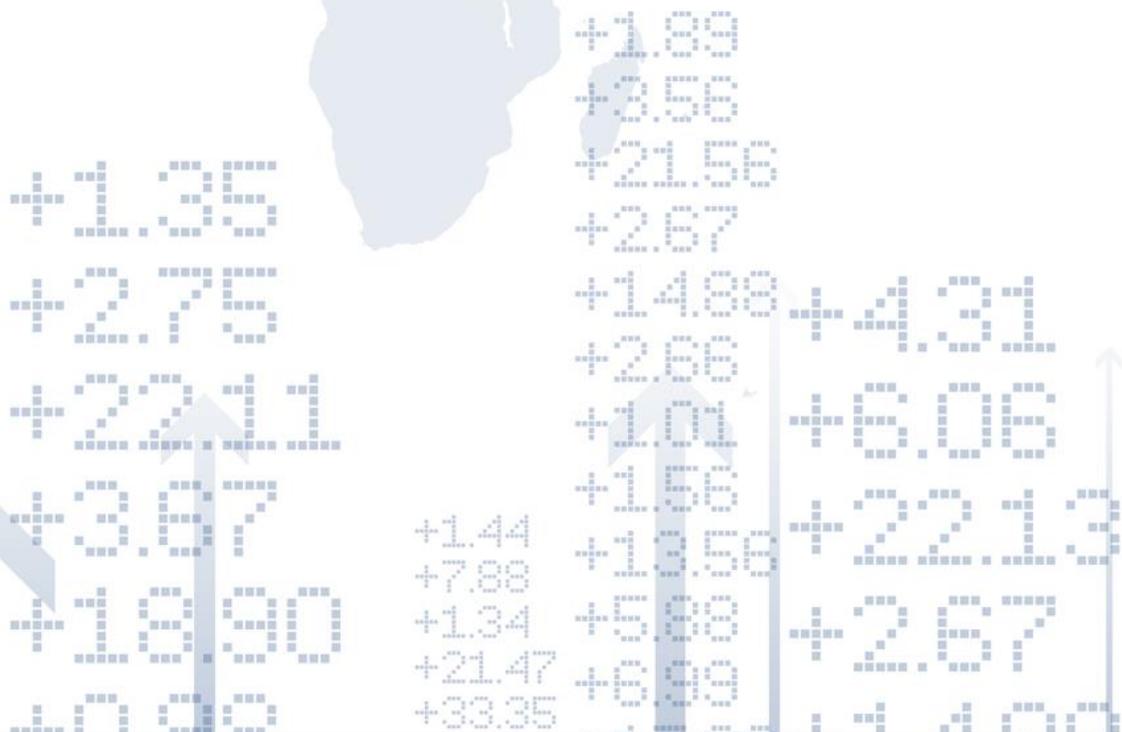


Plus500

World's Trading Machine



Summary Order Execution Policy





Summary Order Execution Policy

1. Introduction

- 1.1. This Policy is provided to you (our Client or prospective Client) in accordance with 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”).
- 1.2. By agreeing to the terms of our User Agreement, you are also agreeing to the terms of this Summary Order Execution Policy (“Policy”) which forms part of the Client Agreements as defined in the User Agreement and this policy should be read in conjunction with the User Agreement (the contractual agreement that a client enters into when opening an account with Plus500CY Ltd); if there is anything you do not understand please contact our Customer Support department.
- 1.3. In the event of a disagreement between this policy and the User Agreement, then the User Agreement shall prevail.

2. Plus500CY Ltd (“Plus500”, “we”, “our”, “it”, “Company”)

- 2.1. Plus500 offers retail and professional clients only, contracts for differences (CFDs) across a range of asset classes: FX, Equity, Commodity, Indices, ETFs (Exchange Traded Funds), Options and Cryptocurrencies.
- 2.2. Trades are directly booked with Plus500 via an online trading platform only (there is no facility for telephone or face-to-face trading), and Plus500 is the counterparty to clients’ trades. In other words, Plus500 transacts with clients as principal on the basis of a quote. This means that you must open and close every trade with Plus500 and cannot close an open trade with a third party. Plus500 is therefore the sole execution venue for trades executed by it for you.
- 2.3. Plus500 decides which CFDs to make available on the Plus500 Trading Platform and to publish the quotes at which such financial instruments can be traded. CFDs are derivatives - bilateral and bespoke products - traded over-the-counter (“OTC”), thus by placing an order on the Plus500 platform, you are providing your explicit consent to your orders being executed outside a regulated exchange or multilateral trading facility (MTF).
- 2.4. All prices offered by Plus500 are provided by its parent company, Plus500 Ltd.
- 2.5. All trades are executed by Plus500 using the Plus500 Ltd trading platform and for each trade an identical hedge trade takes place between Plus500 and Plus500 Ltd.



- 2.6. Plus500 acts as the sole execution venue and as principal in all your trades which are bilateral transactions between it and you (as defined in Commission Directive 2006/73/EC implementing MiFID). Accordingly, there is no aggregation, allocation or re-allocation of your and/ or Plus500's own account Orders or transactions.
- 2.7. All trading activity is 100% automated, in respect of both you and Plus500, which ensures the prompt, fair and expeditious execution of client Orders, relative to other Orders or Plus500's own trading interest. All Orders are promptly and accurately recorded and allocated in strictly sequential order, unless the characteristics of the Order or prevailing market conditions make this impracticable or your interest requires otherwise. Plus500 will promptly inform you about any material difficulty relevant to the proper carrying out of Orders upon becoming aware of the difficulty.
- 2.8. All executed trades are immediately viewable on your account, as is the 'profit and loss' associated with closed trades, and as processes are fully automated all sufficient steps are taken to ensure accuracy, which is guaranteed subject to quality of the raw data.
- 2.9. Plus500 is authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) and, as a regulated entity, it is required to take all sufficient steps to ensure the best possible result when executing your instructions.
- 2.10. When executing your orders, we will take all sufficient steps to achieve the best possible outcome for you by executing those orders according to this Policy and subject to any specific instructions received from you. This 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 orders, the specific instruction you have identified to us in relation to filling of those orders. The client acknowledges that our price may differ from any price which is or might have been available elsewhere.

3. Order Execution Policy

- 3.1. In providing best execution Plus500 is required to take into account certain execution factors. Where Plus500 executes an order on behalf of a client, the best possible result is determined in terms of the total consideration representing the price of the financial instrument and the costs associated with the execution, which must include all expenses incurred by the client which are directly related to the execution of the order.
- 3.2. In assessing the relative importance of the execution factors, the following criteria are taken into account:
 - The characteristics of the clients (including the client's categorisation);
 - The characteristics of the client order (including, the size and nature of the order);
 - The characteristics of the financial instruments that are the subject of that order; and
 - The characteristics of the execution venue to which that order can be directed.



- 5.4. Any open futures trade held at the end of the contract may be rolled over to the next trading period. Where an automatic rollover occurs, the original position remains open and continues trading on the next contract. In these cases, an adjustment is made to the client's equity in order to reflect the difference between prices of the expired and new contract. Plus500 may also make a spread adjustment at the time of rollover, in which case the client will be notified both before and after the rollover. Further details are available via the 'details' link for each specific instrument on the trading platform and the FAQs section of the website.
- 5.5. Plus500 will also charge a premium for Guaranteed Stop Orders, via a wider spread. This feature forces trades to close at the client's chosen rate (price) even if the market price surpasses it (gaps). Once the stated level is reached, the trade automatically closes. This feature is not available for all instruments, and full information is provided to clients both in the FAQs on the website and in the instrument details on the trading platform prior to the placing of the trade.
- 5.6. Plus500 strives to charge clients competitive costs and fees for the provision of its services.

6. Speed and Likelihood of Execution and Settlement

- 6.1. In almost all circumstances, under normal market conditions and as long as the client has sufficient margin available on their account for the trade and so long as the trade size requested is equal to or under the maximum size permissible, the trade will be executed at the level requested.
- 6.2. In certain circumstances, for example: speed of internet communications and market volatility; where the quoted price is no longer representative of the 'underlying market' price, but within a predetermined permitted tolerance level, then the client's trade will be executed at the best price available at that time, irrespective of whether the market movement is in a beneficial or detrimental direction, in accordance with Plus500's Order Execution Policy. However, when volatility is such that the price has moved more than the predetermined permitted tolerance levels, then the client's trade request will be rejected.
- 6.3. Slippage can occur at any time, but is most likely to occur during periods of high volatility, overnight and at market open.
 - (i) It occurs when the market moves suddenly in any direction, and in the time taken for a client's acceptance of a price to be received, that price is no longer available and the client's trade is executed at the best price available at that time.
 - (ii) This applies in the event of either advantageous or disadvantageous price movements.
 - (iii) Slippage is the difference between the expected price of a trade, and the price at which the trade was actually executed.



9. Specific Instructions

- 9.1. When a client provides Plus500 with specific instructions as to how to execute an Order, Plus500 shall take all sufficient steps to obtain the best possible result when executing that Order, by following the client's instructions.
- 9.2. However, specific instructions provided by clients as to how to execute an Order may prevent Plus500 from taking the steps described in its Order Execution Policy to obtain the best result for the client.
- 9.3. Where a client gives instructions via the use of a Guaranteed Stop Order, specifying the price at which a position is to be closed if the market moves against them, those instructions take precedence over other aspects of Plus500's Order Execution Policy.
- 9.4. To the extent that specific instructions do not cover every aspect of the Order, as is the case with Market Orders, Plus500 will apply the Order Execution Policy to those parts or aspects of the Order not covered by the client's instructions.

10. Monitoring and Review

- 10.1. Plus500 will regularly monitor the effectiveness of its Order Execution Policy in order to identify and, where appropriate, correct any deficiencies and to ensure that it complies with all regulatory requirements and obligations.
- 10.2. The monitoring is conducted at various frequencies and covers trading on the trading platform of all asset classes, and focuses on three key execution factors: price, costs and speed.
 - (i) **Price:**
 - a) Ensuring due regard to its bid/ offer prices being reflective of the market price and movement for the underlying reference product to which the CFD relates.
 - b) To aid clients to seek reassurance primarily for futures contracts, there is a link on the trading screen to prices on the relevant exchange on which the underlying financial instrument is traded. This facilitates the easy comparison of Plus500's prices and the exchange's prices. Where the underlying instrument is not traded on a specific exchange, there is a link to Yahoo Finance/ Google Finance for illustrative purposes only.
 - c) The price for a given contract is calculated by reference to the price of the relevant underlying financial instrument. This price is obtained through Plus500 Ltd from a range of independent third party reference sources, various nominated independent financial market data providers, who source their price feeds from relevant exchanges. Each provider's price feed is subjected to numerous defined checks and verifications, which are carried out by Plus500 Ltd at individual

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