

ORDER EXECUTION POLICY



## **OVERVIEW**

This Summary Best Interest and Order Execution Policy (the "Policy") is an appendix to the Services Agreement and is provided to you (the Client or prospective Client) in accordance with the Financial Services Authority Act, as amended from time to time (the "Law"). Under this Law, Opensoft LLC trading as 'WooFX' (the "Company") is required to take all reasonable steps to act in the best interest of its Clients when receiving and transmitting their orders, achieve the best execution results when executing their orders, and comply with the principles set out in the Law when providing investment intermediary services.

## SCOPE

This Policy applies to Retail and Professional Clients, as well as Eligible Counterparties (as defined in the Company's Client Classification section of the Terms and Conditions). It is intended to ensure that the Company, when transmitting orders for execution, has arrangements in place that comply with its obligations to act in the best interest of Clients and achieve best execution. This Policy is relevant when receiving and transmitting or executing Client Orders for Contracts for Differences (CFDs) offered by the Company.

# OPTIMAL EXECUTION CRITERIA

The Company will take all reasonable steps to achieve the best possible results for its Clients by considering the following factors when dealing with Client orders: price, costs, speed of execution, likelihood of execution and settlement, size of order, market impact, or any other considerations relevant to the execution of the order. The Company does not view the list of factors as exhaustive, and the order in which these factors are presented should not be interpreted as indicating their priority:

### Price

For any given CFD, the Company will quote two prices received from the issuer of the contract: the higher price (ASK) at which the Client can buy (go long) the CFD, and the lower price (BID) at which the Client can sell (go short) the CFD. Together, the ASK and BID prices constitute the Company's price. The difference between these two prices is known as the spread. The Company's execution price for a CFD is based on the price of the relevant underlying asset, which the Company obtains. Pre-trade indicative prices are streamed directly to the Client's trading platform/system by the Client's technology provider. The Company updates its prices as often as technology and communication constraints permit and periodically reviews its prices to ensure they remain competitive. The Company will not quote any prices outside of its operational hours, meaning no orders can be placed by the Client during those times.

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#### Costs

For opening a position in certain types of CFDs, the Client may need to pay commission, spread, or financing fees. Commissions can be charged either as a percentage of the total trade value or as fixed amounts per unit of volume traded. Financing fees, known as the "swap rate," adjust the value of open positions daily throughout the life of the contract and are based on prevailing market interest rates, which fluctuate over time. For the CFDs offered by the Company (as provided by the issuer), the commission or financing fees are not included in the Company's quoted price but are charged separately to the Client's account. Details of the commission, spread, or financing fees are outlined in the Company's Trading Terms Scheme, which will be communicated to the Client.

### Likelihood of Execution

When the Company transmits orders for execution, the likelihood of execution depends on the availability of prices. In some cases, it may not be possible to execute an order, such as during news events, at the start of trading sessions, in volatile markets where prices may move significantly away from declared levels, during rapid price movements, or when there is insufficient liquidity to execute the order at the declared price. Additionally, execution may be affected by force majeure events. If the Company is unable to proceed with an order due to issues with price, size, or other reasons, it will not send a re-quote to the Client with a new price, and the order will not be executed.

The Company may, at its sole discretion and after making reasonable efforts to notify the Client, alter transactions, refrain from transmitting or executing an order, or cancel an executed transaction if:

- ✓ The transaction was executed by arbitrage/exploitation of market failures or off market rates;
- $\checkmark$  A technical problem withheld the transaction from being executed as desired;
- ✓ The transaction was not fully covered or was only partially executed. Additionally, the Company reserves the right, at its sole discretion and without providing notice or explanation to the Client, to decline or refuse to transmit or arrange the execution of any order, request, or instruction from the Client under the circumstances outlined in the Client Agreement or General Terms and Conditions.

### Likelihood of settlement

The Financial Instruments offered by the Company, such as CFDs, do not involve the delivery of the underlying asset. Therefore, there is no settlement process, unlike what would occur if the Client had purchased shares.

Size of order

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The actual minimum order size varies for each type of account or instrument. A lot represents the unit of measurement for the transaction amount and differs for each type of CFD. For details on the minimum and maximum order sizes and the lot size for a specific CFD type, please refer to the Trading Terms Scheme and Procedures, which will be communicated to the Client. The Company reserves the right to alter any contract specifications at any time based on market conditions and risk management policies without prior notice. However, changes will be made available to Clients through the website or other durable mediums. Therefore, it is the Client's responsibility to check for any updates to contract specifications before placing a new order.

### Market Impact

Certain factors may quickly impact the price of the underlying instruments/products from which the Company's quoted price is derived and may also affect other factors listed herein. The Company will take all reasonable steps to secure the best possible results for its clients.

Whenever there is a specific instruction from the Client, the Company shall make sure that the Client's order shall be executed following the specific instruction.

## Warning

Any specific instructions from a Client may prevent the Company from implementing its designed measures to achieve the best possible result for the execution of those orders concerning the elements covered by those instructions.

The Company cannot and do not, however, guarantee that its quoted prices will be at a price which is as good, or better, than one might have been available elsewhere.

# **OPTIMAL EXECUTION FACTORS**

The Company will take into account the best execution standards for determining the relative importance of the execution factors:

- I. The characteristics of the client;
- II. The characteristics of the client order;
- III. The characteristics of the financial instruments that are the subject of that order; and
- IV. The characteristics of the execution venues (if other than the Company) to which that order can be directed.

The optimal outcome will be assessed based on the overall value, which encompasses both the contract price and execution costs. Other execution elements, such as speed, probability of execution, order size,

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nature, or any other pertinent factors, will usually be considered secondary to price and cost, unless they help in attaining the best possible result for the Client in terms of overall value.

# SPECIFIC INSTRUCTIONS FOR CLIENTS

Whenever there is a specific instruction from or on behalf of a Client, the Company shall arrange – to the extent possible – for the execution of the Client order strictly in accordance with the specific instruction.

It should be noted that specific instructions from the Client may hinder the Company from following the steps outlined in the Policy to achieve the best possible result for the Client. Additionally, trading rules for specific markets or market conditions may prevent the Company from fully adhering to certain Client instructions.

To the extent that a Client's instruction is not complete, the Company will determine any no specified components of the execution in accordance with this Policy or reject the instruction.

# ORDER OF EXECUTION

Clients' orders shall be transmitted to the Company's system from the Client's system by electronic means. The Company shall satisfy the following conditions when carrying out Client orders:

(a) Ensures that orders executed on behalf of Clients are promptly and accurately recorded and allocated;

(b) Carries out otherwise comparable Client orders sequentially and promptly, unless the characteristics of the order or prevailing market conditions make this impractical, or unless the interests of the Client require a different approach;

(c) Informs all its Client about any material difficulty relevant to the proper carrying out of orders, within reasonable timeframe, upon becoming aware of the difficulty.

## **EXECUTION VENUES**

The Client acknowledges that transactions in CFDs are conducted over-the-counter (OTC) rather than on a recognized exchange. As a result, these transactions may expose the Client to greater risks compared to regulated exchange transactions. Consequently, the Company may not be able to execute an order or

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may need to adjust the opening or closing price of an order in the event of a technical failure of the trading platform or quote feeds.

Additionally, the Client agrees that their orders will be executed outside of a Regulated Market (e.g., a Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g., a European Financial Trading System).

# CLIENT CONSENT

By entering into a Services Agreement with the Company for the provision of Investment Intermediary Services, the Client is consenting to an application of this Policy on him.

# MODIFICATION TO THE POLICY AND ADDITIONAL DETAILS

The Company reserves the right to review and/or amend the Policy and its arrangements at any time without prior notice to the Client. The most recent version of the Policy will be available on the Company's website.

For further information or any questions regarding the Policy, please contact info@woofx.pro.

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