



AXI FINANCIAL
SERVICES (UK) LIMITED

Order Execution Policy

ORDER EXECUTION POLICY

This policy is effective from 28 May 2022 and shall remain effective until a more recent version is released.

1 INTRODUCTION

Axi Financial Services (UK) Ltd (referred to herein as “we”, “us” or “our”) is committed to treating its customers fairly and when executing orders on your behalf in relation to financial instruments, will take all sufficient steps to achieve what is called “best execution” of your orders.

This means that we will have in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account the nature of your order(s) and the market(s) in question and which provides, in our view, the best balance across a range of sometimes conflicting factors.

It is required under the EU Markets in Financial Services Directive (MiFID II), and will apply to all of our Retail Clients and Professional Clients.

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.

This policy explains how your orders and trades are managed and executed and the factors that can affect that execution.

We currently offer trading accounts on the MT4 and MT5 platforms.

2 SUMMARY OF IMPORTANT POINTS

We provide products and services to you that are off-exchange transactions (‘OTC contracts’) and deal with you as principal. We are the sole execution venue which means we act as market maker and you are not dealing with the underlying exchange. This also means that trades are non-transferable and if you open a position with us you must close it with us.

Our Policy cannot guarantee that the price at which we permit you to execute a trade will always be the best price available to you in the market at that point in time

Your orders are executed on the MT4 or MT5 trading platforms exclusively, and not on any exchange or other external execution venue.

We undertake transactions on a matched principal basis which means we enter into a back-to-back trade with a third party in all cases.

Placing an order on the platform does not guarantee that a trade will be entered into.

In times of volatile markets, the price that a trade is executed at may be less favourable to you than the one shown on our platform at the time you placed your order.

In certain circumstances, any specific instructions from you may prevent us from taking the steps

that we have designed and implemented in our execution policy to obtain the best possible result for the execution of those orders, in respect of the elements covered by those instructions.

For Retail Clients, best execution is assessed on the basis of 'total consideration' which is defined as the sum of the price and the costs incurred by you. It represents the price of the financial instrument (the 'core spread') and the costs relating to execution which is our spread mark up. Details of the spreads applied to your account will be provided to you in advance of your trading and are available on our website.

3 EXECUTION FACTORS

We will determine the relative importance of the Execution Factors by using our commercial judgement and experience in light of the market information available to us.

The Execution factors that will be taken into account are: price; costs; speed; likelihood of execution and settlement; currency conversion rates; size of order; nature or any other consideration relevant to the execution of the order.

For Retail clients, the best possible result for you will be based upon the total consideration payable (including our charges if any are applicable), representing the price of the financial instrument and the costs related to execution. If we are not treating you as a Retail Client we may determine that other Execution Factors are more important than price in obtaining the best possible execution result.

Our charges may be incorporated as a mark-up or mark-down (the difference between the price at which we take a principal position and the transaction execution price with you). We may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. Our charges are not taken into account in determining best execution prices.

You should be aware that there may be regional variations in spreads due to services provided and other third party costs in that area. Any increase in spread is not client specific and is applicable to all clients in that region. All spreads are clearly visible to clients on the trading platform.

4 EXECUTION CRITERIA

In determining the best way to execute orders or trades for a client, we will use our considerable commercial experience and judgement and a variety of considerations which we believe are relevant in accordance with COBS 11.2A.8:

Classification: We will take into account the characteristics and expectations of the client and whether they are classified as retail or professional.

Price: Every attempt will be made to fill a client at their requested price. If possible we will fill the client at an improved price, but there will be times due to market slippage or a price error when this will not be possible or indeed the fill may be worse than expected.

Cost: We will always endeavour to provide a client with the most cost effective way to trade, where possible paying little or no commission, brokerage or financing.

Speed: As long as there is no interruption to internet connections, unintentional or otherwise, then the client should get a fast and seamless execution of their order or trade. If, however there is delay in that connection causing latency or erroneous pricing then the order or trade may be rejected or filled at a different but correct price at that time.

Size: Depending on the size of the trade there may be restrictions on our ability to fill an order or trade at the requested price. Under normal circumstances we will not issue partial fills (except when trading futures markets) and offers its clients a price with a minimum and maximum deal

size.

Likelihood: In certain instances, we may have a choice in the way in which we choose to fill a client's order or trade. Where possible we will always choose a way which is of benefit to the client.

Hours: Orders and trades can only be filled when the underlying market is open or if we are quoting a grey (out of hours) market in that product. This means that when a market re-opens it is likely to gap on the open leading to slippage.

Slippage: Also known as gapping and can occur at any time, over news events or when a market opens. This may result in a client order being triggered and or filled at a different level from where intended. In the case of a stop this will be a worse level, but conversely for a limit order will result in an improved fill price. In either event the price the client is filled at represents the first price available which we can reasonably be expected to fill the client at.

Aggregation: We will not execute any orders on our own account in aggregation with a client order. If we do so we will not aggregate orders where the likely outcome is to disadvantage the client order.

5 EXECUTION VENUES

Subject to any specific instructions that may be given by you (and agreed by us), we may transmit an order to a third party broker or dealer, for execution at one or more of the following Execution Venues: a Regulated Market, a Multilateral Trading Facility, a Systematic Internaliser, third party investment firms or other liquidity providers, credit institutions or non-EU entities performing similar functions. In doing so, we must act in your best interests taking into account the execution factors and criteria described above.

We currently use the following financial institutions/execution venues:

- AxiCorp Pte Ltd

They provide us with an aggregated price feed from some of the biggest market makers in the world to enable us to show our clients what we believe is a price that is equal to or better than the underlying market. Where applicable, we will take steps so as to avoid structuring or charging our commissions in such a way as to discriminate unfairly between Execution Venues.

Publication

In certain instances, we may have to publicise an order by placing it onto an exchange where other parties can see the order, but would not know who it is for.

Third Parties

We may, at our sole discretion, pass your order to a third party (broker or such like) in order to facilitate the execution of your order or trade.

Our Pricing

Please be aware that where you deal on our price, where we are the underlying market maker, then we are technically not executing an order on your behalf and as such do not owe a duty of best execution to you as you are transacting with us on the basis of that quote.

Monitoring

We will at regular intervals monitor the effectiveness of this policy in our Compliance Monitoring Programme using a sample of trades executed for clients and comparing the fills given to them to those of the underlying exchange or market at that time using time and sales.

If there are any material changes that are made to this policy then all clients will be notified in advance except those that occur in a Force Majeure situation.

6 TRADING OUTSIDE A REGULATED MARKET OR A MULTILATERAL TRADING FACILITY (MTF)

Under the FCA rules where an instrument is admitted to trading on a Regulated Market or MTF, we are required to obtain your prior express consent before we arrange for an order in such instruments to be executed at an alternative venue. By trading on our platform, you express your consent to us arranging for your orders to be executed outside a Regulated Market or MTF.

7 SPECIFIC CLIENT INSTRUCTIONS

Where you give us a specific instruction as to the execution of an order we will execute the order in accordance with those specific instructions. Where your instructions relate to only part of the order, we will continue to apply our order execution policy to those aspects of the order not covered by your specific instructions. You should be aware that providing specific instructions to us in relation to the execution of a particular order may prevent us from taking the steps set out in our order execution policy to obtain the best possible result in respect of the elements covered by those instructions.

8 MONITORING

We will monitor the effectiveness of our order execution arrangements and this order Execution Policy to identify and, where appropriate, correct any deficiencies.

9 REVIEW

We will assess whether the execution venues included in this Order Execution Policy provide the best possible result for our clients or whether we need to make changes to our execution arrangements.

We will review our order execution arrangements and this Order Execution Policy at least annually or whenever a material change occurs that affects our ability to obtain the best result for the execution of orders on a consistent basis using the venues included in this Order Execution Policy.

10 CONSENT

We are required to obtain your prior consent to our order execution policy. You will be deemed to provide such prior consent when you give us an order.

11 DEFINITIONS

Execution Venue means a Regulated Market, an MTF, 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 function performed by any of the foregoing.

Multilateral Trading Facility (MTF) means a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in Financial Instruments – in the system and in accordance with non-discretionary rules in a way that results in a contract in accordance with the provisions of MiFID II.

Regulated Market means 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 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 Financial Instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with the provisions of MiFID II.

Systematic Internaliser means an investment firm which, on an organised, frequent and systematic basis, deals on own account by executing client orders outside a regulated market or an MTF.