

## **SUMMARY BEST INTEREST AND ORDER EXECUTION POLICY**

**Last Updated on April 2021**

### **1. Introduction**

1.1. This Summary of the Best Interest and Order Execution Policy (“the Policy”) is provided to you (our Client or prospective Client) in accordance with the 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”). Pursuant to the Law, The First Interstellar Capital Limited (“the Company”, “we”, “us”) is required to take all sufficient steps to obtain the best possible result (best execution) for its Clients, either when executing Client(s)’ Orders or receiving and transmitting Orders for execution.

By opening a Trading Account, the Client (“you”) agree/consent to the fact that your Orders will be executed outside a Regulated Market (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g. European Financial Trading System) or Organised Trading Facility “OTF”.

### **2. Scope**

2.1. This Policy applies to both Retail and Professional Clients (as defined in the Company’s Client Categorisation Policy found on the Company’s website. If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such Client.

2.2. This Policy applies when executing Client(s)’ Orders, for the Client, for all the types of financial instruments/ Contracts for Difference (“CFDs”) offered by the Company.

2.3. In case where you have been categorised as an Eligible Counterparty, although this Policy does not apply to you, in our relationship with you, we will act honestly, fairly and professionally and communicate in a way which is fair, clear and not misleading, taking into account the nature of you as a Client and of our business.

### **3. Best Execution Factors:**

3.1. When executing Orders, we take all sufficient steps to obtain the best possible result (“Best Execution”) for our Clients, taking into account type, price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the Order (“Best Execution Factors”).

Where the Company executes an Order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument(s) and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the Order. For determining the relative importance of the execution factors, the following criteria is taken into account:

1. The characteristics of the Client, including the categorization of the Client as Retail or Professional;
2. The characteristics of the Client Order;
3. The characteristics of financial instrument(s) subjected to that Order;
4. The characteristics of the Execution Venues to which that Order can be directed.

The Company considers price and costs as the most important execution factors, followed by speed, likelihood of execution and settlement, size and nature, and market impact. The relative importance attached to these execution factors does not differ across the financial instruments offered by the Company to Clients.

**(a) Price – Highest Importance:**

For any given CFD, the Company will quote two prices: the higher price (ASK) at which the Client can buy (go long) the specific CFD, and the lower price (BID) at which the Client can sell (go short) the specific CFD. Collectively, the ASK and BID prices are referred to as the Company's prices. The difference between the lower (BID) and the higher price (ASK), of a given CFD, is the spread.

Company's Prices: The Company will quote to Clients the prices provided by the Execution Venue (see Section 7 below). The Execution Venue calculates and provides its own tradable prices for a given CFD by referencing to the prices of the relevant underlying asset, which the Execution Venue obtains from third party reputable external reference sources (i.e. price feeders). The Company's prices can be found on the Company's trading platform(s). The Company updates its prices as frequently as the limitations of technology and communications links allow.

The core method used by the Company as to ensure that the Client receives the best price will be to perform the comparison of the spread (bid/ask) offered by a range of underlying price providers and data sources. The Company reviews regularly, or at least once a year, its Execution Venue as to ensure that the competitive pricing is offered.

Despite the fact that the Company takes sufficient step(s) in obtaining the best possible result for its Clients, it does not guarantee that, when executing an Order, its price(s) will be more favourable than price(s) which might be available elsewhere.

Pending Orders: Orders such as "Buy Limit", "Buy Stop", "Stop Loss" and "Take profit" for opened short position are executed at ASK price. Orders such as "Sell Limit", "Sell Stop", "Stop Loss" and "Take profit" for opened long position are executed at BID price.

Certain ex-ante and ex-post quality checks are conducted by the Company to ensure that prices obtained and subsequently passed on to Clients remain competitive. Such checks include, but not limited to, reviewing system settings/parameters, comparing prices with reputable price sources, ensuring symmetry of spread and checking the speed of price updating.

If the price reaches the level defined in an Order set by you such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, then these Orders are automatically executed considering that the relevant account holds enough funds for the execution. However, under certain trading conditions it may be impossible to execute Orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price. In this case, the Company has the right to execute the Order at the first available price. This may occur, for example, at times of rapid price fluctuations if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange or trading venue, trading is suspended or restricted, or this may occur at the opening of trading sessions. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given CFD, is specified in the trading platform(s).

**(b) Costs - Highest Importance:**

For opening a position in some types of CFDs the Client may be required to pay commission and/or financing fees.

Commissions: Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts. More information on commissions can be found on the Company's website.

Financing Fee: In the case of financing fees, the value of opened positions in some types of CFDs is increased or reduced by a daily financing fee "swap rate" throughout the life of the CFD (i.e. until the position is closed). Financing fees are based on prevailing market interest rates, which may vary over time. Details of daily financing fees applied are available on the trading platform(s).

For CFDs that the Company offers, the commission and financing fees are not incorporated into the Company's quoted prices and are instead charged explicitly to the Client account.

In addition, where the Company transmits orders for execution to another third party, the Client may be required to pay additional costs (whether Execution Venue fees or other fees paid to a third party involved in the transaction).

Note that the Company, nevertheless, may obtain a commission/inducement from its Liquidity Provider in consideration for the transmission of Clients Orders for execution to the Liquidity Provider. The Client has the right to contact the Company for more clarifications in relation to these commissions.

Should the Company, at any time, decide not to charge such costs, it shall not be construed as a waiver of its rights to apply them in the future, with prior notice to the Client as explained in the Client Agreement found on the Company's website. Such notice may be sent personally to the Client and/or posted on the Company's website.

**(c) Speed of Execution - Highest Importance:**

The Company places a significant importance when executing Client(s)' Orders and strives to offer high speed of execution within the limitations of technology and communications links. For instance, in cases where Clients are using a wireless connection or a dial up connection or any other communication link that can cause a poor internet connection, this may cause unstable connectivity with the Company's trading platform(s) resulting that the Client may be placing Orders with a delay and hence the Orders may be executed at better or worst prevailing price, as offered by the Company.

**(d) Likelihood of Execution - Medium Importance:**

The Company arranges for the execution of Client(s)' Orders with third party(ies) (i.e. Execution Venue); hence, execution may sometimes be difficult. The likelihood of execution depends on the availability of prices provided by the relevant the Execution Venue(s). In some cases it may not be possible to ensure an Order execution, for example, but not limited to, in the following cases: during news times, opening of trading session(s), volatile markets where prices may move significantly up or down and away from displayed prices, where there is rapid price movement, where there is insufficient liquidity for the execution of the specific volume at the displayed price, a force majeure event has occurred. In the event that the Company is unable to transmit or arrange for the execution of an Order due to the price or size or other reason, the Order will not be executed. In addition, the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any order or request or instruction of the Client in circumstances explained in the Client Agreement.

Where the Company may transmit Orders for execution to a third party (another Execution Venue), the likelihood of execution depends on the pricing and available liquidity of such other third party.

In order to improve speed and likelihood of execution, the Company carries out certain ex-ante and ex-post quality checks. Such checks include, but not limited to, symmetric slippage checks, number of trades subject to slippage and comparing our average speed of execution with industry standards.

**(e) Likelihood of settlement – Low Importance:**

The Company shall proceed to a settlement of all transactions upon execution of such transactions. The Financial Instruments offered by the Company do not involve the physical delivery of the underlying asset, so they are not settled physically as there would be for example if the Client had bought shares. All CFDs are cash settled.

**(f) Size of Order – Low Importance:**

The actual minimum size of an order may be different for different type(s) of Client(s)' Account and financial instrument. A lot is a unit measuring the transaction amount and it is different for each type of CFD. Please refer to the trading platform(s) for the value of minimum size of an order and each lot for a given CFD type. If the Client wished to execute a large size order, in some cases the price may become less favourable. The Company reserves the right to decline an Order in case where the size of the Order is large and cannot be executed by the Company or for any other reason as explained in the Client Agreement.

**(g) Market Impact – Medium Importance:**

Some factors may rapidly affect the price of the underlying financial instruments from which the Company's quoted price is derived and may also affect other factors listed herein. The Company will take all sufficient steps to obtain the best possible result for its Clients.

**(h) Nature of the Order:**

The nature of an Order may affect the execution of that particular Order. The Client is given the option to place with the Company, through trading platform(s), the Orders described below.

The Company does not consider the list exhaustive and the Order in which the relevant factors are presented shall not be taken as priority factor. Nevertheless, whenever there is a specific instruction from the Client, the Company will follow the Client's specific instruction.

**3.2. Types of Order(s) in Trading in CFDs:**

The particular characterizing an Order may affect the execution of the Client's Order. Please see below the different types of Orders that a Client can place:

**Market Order(s)**

A Market Order is an Order to buy or sell a CFD as promptly, as possible, at the prevailing market price. Execution of this type of Order results in opening a trade position. CFDs are bought at ASK price and sold at BID price. Stop Loss and Take Profit Orders can be attached to a Market Order. Market Orders are offered for all types of accounts.

**Pending Order(s)**

This is an Order to buy or sell a CFD in the future, at the best available price, once a certain/predefined price level is reached. The Company offers the following types of Pending Orders: Buy Limit, Buy Stop, Sell Limit and/or Sell Stop Orders, to trading accounts, for CFDs.

A Pending order is an Order that allows the Client to buy or sell a CFD at a pre-defined price in the future. These Pending Orders are executed once the price reaches the requested level. However, it is noted that under certain trading conditions it may be impossible to execute these Orders at the Client's requested price. In this case, the Company has the right to execute the Order at the first available price. This may occur, for example, at times of rapid price fluctuations of the relevant financial instrument, ie the price may rise or fall in one trading session to such an extent that, under the rules of the relevant exchange or trading venue, trading is suspended or restricted, or there is lack of liquidity, or at the opening of trading session(s).

It is noted that Stop Loss and Take Profit may be attached to a Pending Order. Also, pending orders are good till cancel. Pending Orders are offered for all type of accounts.

**Take Profit**

Take Profit Order is intention to close and open position with a gain/profit, once the price of the relevant CFD, as specified in an Order, has reached a certain level. Execution of this type Order results in completion ie closing of the open position. It is always connected to an open position, Market or a Pending Order. Under this type of Order, the Bid price is taken into consideration on long positions (order is always set above the current Bid price), whereby Ask price is taken into consideration for short positions (the order is always set below the current Ask price).

#### Stop Loss

Stop Loss Order is used for minimising losses if the price of the relevant CFD instrument has started moving in an opposite direction, unfavourable to the Client's open position. If the relevant CFD's price reaches the stop loss level, the whole position will be closed automatically. Such Orders are always connected to an open position, Market or a Pending Order. Under this type of Orders, the Bid price is taken into consideration on long positions (order is always set above the current Bid price), whereby Ask price is taken into consideration for short positions (the order is always set below the current Ask price).

### 3.3. Execution Practices in CFDs

#### Slippage

You are warned that Slippage may occur when trading in CFDs. This is the situation, when, at the time that an Order is subjected for execution, the specific price displayed on the trading platform(s), to the Client, may not be available; therefore, the Order will be executed at the price of the relevant financial instrument available at the time, and not at the requested price. So, Slippage is the difference between the requested price of an Order, and the price the Order is actually executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Please be advised that Slippage is a normal element when trading in CFDs. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order to be executed at the requested/specific price impossible. In other words, your Orders may not be executed at requested price(s).

Slippage may appear in all types of accounts offered by the Company. It is noted that Slippage can occur on Stop Loss, Take Profit and other types of Orders. We do not guarantee the execution of your Orders at the requested price. However, we confirm that your Order will be executed at the best available price from the price you have requested in your Order.

#### Re-quotes

In some cases, the Company may be providing a secondary quote to the Client after an Order has been submitted; the Client should agree to this re-quote before the Order is executed. The Company shall provide re-quotes if the price requested by the Client is not available at the specific time of request/execution. The secondary price provided to the Client is the next available price received by the Company from its execution venue/price feeder(s).

#### Different Types of Trading Accounts in CFDs:

The Company offers different types of Trading Account. In this respect, the initial minimum deposit, the spreads, costs, size commissions, if any etc. may differ according to each type of Trading Account. Further information regarding the different type of Trading Accounts offered can be found on the Company's website.

## **4. Best Execution Criteria**

4.1. When executing Client(s)' orders, the Company takes into account the following criteria for determining the relative importance of the Best Execution Factors referred in paragraph 3 above:

- (a) The characteristics of the Client including the categorization of the Client as retail or professional;
- (b) The characteristics of the Client Order;
- (c) The characteristics of the Financial Instruments that are the subject of that Order;
- (d) The characteristics of the Execution Venue to which that Order is directed;

The Company determines the relative importance it assigns, in accordance with the abovementioned criteria, to the Best Execution Factors by using its commercial judgment and experience in light of the information available at the market and taking into account the remarks included in paragraph 3. The Company assigns the following importance level to the Best Execution Factors:

FACTOR	IMPORTANCE LEVEL	REMARKS
Price	High	We give strong emphasis on the quality and level of the price data that we receive from external sources in order to provide our Clients with competitive price quotes.
Costs	High	We take sufficient steps to keep the costs of Client(s)' transactions as low and competitive, to the extent possible.
Speed of Execution	High	Execution speed and the opportunity for price improvement are critical to every trader and we repeatedly monitor this factor to ensure maintaining high execution standards.
Likelihood of Execution	Medium	Even though we reserve the right to decline Client(s)' order, we aim to execute all Client(s)' Orders, to the extent possible.
Likelihood of Settlement	Low	See relevant description in Best Execution Factors (See Section 3 for CFDs).
Size of Order	Low	See relevant description in Best Execution Factors (Section 3 for CFDs).
Market Impact	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).

Where the Company executes an Order on behalf of a **Retail Client**, the best possible result shall be determined in terms of the **total consideration, representing the price of the financial instrument and the costs related to execution**, which shall include all expenses incurred by the Client which are directly related to the execution of the Order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the Order.

For the purposes of delivering best execution, where there is more than one Execution Venue available for execution of an Order, in order to assess and compare the results that would be achieved by executing the Order, on each of the execution venue (see Paragraph 7 below) that is capable of executing that Order, the Company's own commissions and costs, for executing the Order on each of the eligible execution venue, shall be taken into account in that assessment. The Company shall not structure or charge commissions in such a way as to discriminate unfairly between execution venues.

## **5. Client's Specific Instruction**

Whenever there is a specific instruction from or on behalf of a Client (e.g. completing the required information/fields on the Company's trading platform when placing an Order), relating to the Order or the specific aspect of the Order, the Company shall arrange, to the extent possible, for the execution of the Client(s)' Order, in accordance with the specific instruction.

**WARNING:** It is noted that any specific instructions from a Client may prevent the Company from taking the steps which were designed and implemented in this Policy as to obtain the best possible result for the execution of Orders in respect of the elements covered by the specific instructions. However, it shall be considered that the Company satisfies its obligation to take all sufficient steps to obtain the best possible result for the Client.

Trading rules for specific markets or market conditions may prevent the Company from following certain parts of the Client's instructions.

## **6. Execution of Client Orders**

6.1. The Company shall satisfy the following conditions when carrying out Client(s)' 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 impracticable, or the interests of the Client require otherwise;
- (c) informs a Retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

## **7. Execution Venues**

7.1. Execution Venues are the entities with which the orders are placed and executed.

Financial Institutions acting as Execution Venues may be changed at the Company's discretion and the Client may request to be provided with the names of the relevant Execution Venue(s). The Company evaluates and selects the Execution Venues based on a number of criteria including (but not limited to) the following:

- (a) the regulatory status of the institution;
- (b) the ability to deal with large volume of Orders;
- (c) the speed of execution;
- (d) the competitiveness of commission rates and spreads;
- (e) the reputation of the institution;
- (f) the ease of doing business;
- (g) the legal terms of the business relationship;
- (h) the financial status of the institution;
- (i) various qualitative criteria such as clearing schemes, circuit breakers and scheduled actions.

The Company places different relative importance on each of the criteria mentioned above by using its commercial judgment and experience in the light of the information available on the market.

The Company selects to work with those third-party venues that enable the Company to obtain, on an ongoing basis, the best possible result for the execution of Client(s)' orders. Where there is only one possible Execution Venue, best execution is achieved by execution on that venue. Best execution is a process, which considers various factors, not an outcome. This means that, when the Company is executing an Order for a Client, the Company shall execute it in accordance with its execution policy.

The Company does not guarantee that the exact price requested will be obtained in all circumstances and, in any event, the factors may lead to a different result in particular transaction(s).

7.2. The Client acknowledges that the transactions entered in financial instruments with the Company are not undertaken on a recognized exchange/regulated market, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions/Orders.

7.3. The Company, before deciding which Execution Venues to use for Client(s)' orders, compares different Liquidity Providers and performs due diligence on them. Some of the parameters that the Company evaluates, include the following:

- Pricing frequency – how many ticks per second does the Liquidity Provider provide;
- Speed of communication/execution – how fast are the prices received/orders executed;
- Occurrence of price freezing and frequency;
- Depth of liquidity – what is the liquidity provided by the relevant Execution Venue;
- If dealing back-to-back is the overall cost (i.e. total consideration paid by Clients) competitive compared to the industry;
- If dealing back-to-back symmetry of slippage should be evaluated in detail for every order type.

In general, the Company places great significance on the choice of its Execution Venue(s) as it strives to offer, on a consistent basis, best execution to its Clients.

7.4. The Company randomly selects a sufficiently large sample of trades to ensure, with a high statistical confidence level, obtained constantly, in order to obtain the best possible results for the Clients. This is verified by selecting samples from different periods of time and for different financial instruments. Also, the sample checks include trades under irregular market conditions.

## **8. Important Disclosures**

8.1. The Company undertakes to summarise and make public on an annual basis, for each class of financial instruments, the top five execution venues in terms of trading volumes, where Client(s)' Orders were executed in the preceding year and information on the quality of execution obtained, in accordance to the relevant regulatory requirements.

8.2. The Company will publish an annual Execution Quality Summary Statement (EQSS) which will, for each class of financial instruments, including a summary of the analysis and conclusions drawn by the Company from its detailed monitoring of the quality of execution obtained on the Execution Venues where Client(s)' Orders were executed in the previous year.

8.3. The EQSS will include:

- (a) an explanation of the relative importance the Company gave to the execution factors of price, costs, speed, likelihood of execution or any other consideration including qualitative factors when assessing the quality of execution;
- (b) a description of any close links, conflicts of interests, and common ownerships with respect to any Execution Venue used to execute Orders;
- (c) a description of any specific arrangements with any Execution Venues regarding payments made or received, discounts, rebates or non-monetary benefits received;
- (d) an explanation of the factors that led to a change in the list of Execution Venues listed in the Company's execution policy, if such a change occurred;
- (e) an explanation of how Order execution differs according to Client categorisation, where the Company treats categories of Clients differently and where it may affect the Order execution arrangements;
- (f) an explanation of whether other criteria were given precedence over immediate price and cost when executing retail Client Orders and how these other criteria were instrumental in delivering the best possible result in terms of the total consideration to the Client;
- (g) an explanation of how the Company has used any data or tools relating to the quality of execution, including any data published under Delegated Regulation (EU) 2017/575;
- (h) where applicable, an explanation of how the Company has used output of a consolidated tape provider established under Article 65 of Directive 2014/65/EU.

8.4. The trades are executed in two Liquidity Providers, TopFX - 19, Stratigou Gianni Timagia str., 3rd Floor, 3107, Limassol, Cyprus and IS Prime - 100 Bishopsgate, London, EC2N 4AG, United Kingdom.

## **9. Client's Consent**

9.1. By entering into a Client Agreement with the Company for the provision of Investment Services, the Client is consenting to an application of this Policy on the business relationship between the Company and the Client (i.e. this Policy forms part of the Client Agreement).

## **10. Amendment of the Policy and Additional Information**

10.1. The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate according to the terms of the Client Agreement. It should be noted that the Company will not notify Client separately of changes, other than substantial material changes to the Policy, and Clients should therefore refer, from time to time, to the website of the Company for the most up to date version of the Policy.

10.2. Should you require any further information and/or have any questions about this Policy please direct your request and/or questions to the [backoffice@interstellarfx.eu](mailto:backoffice@interstellarfx.eu).