

eBrókerház Befektetési Szolgáltató Zrt.

Execution Policy

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eBrókerház Befektetési Szolgáltató Zrt.

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This policy (hereinafter: Policy) on the process and other rules for the execution of transactions has been set out by eBrókerház Befektetési Szolgáltató Zrt. (hereinafter referred to as: Company) in accordance with the Hungarian CXXXVIII Act of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities (hereinafter referred to as: Act), furthermore, in accordance with the provisions of Commission Delegated Regulation 2017/565 (hereinafter: Regulation), referred to by it.

1. THE SCOPE OF THIS POLICY

This policy contains the rules concerning the CFD (Contract For Difference) instruments provided by the Company, primarily the Rules on the execution of orders placed by the Client through the Online Trading Platform and forwarded by the Company.

This policy is only applicable to transactions involving instruments of retail and professional clients of the Company defined in the previous paragraphs, and its provisions do not apply to transactions with eligible counterparties.

2. GENERAL PROVISIONS

This Policy defines those factors that affect the best execution of the orders of clients and the procedure to be applied when the order is fulfilled, including the specification of those execution venues to which the Company forwards orders for execution. When the orders of the clients are executed, the Company shall always proceed according to this Policy.

For the purposes of this policy, execution venue means regulated markets, multilateral trading facilities (MTF) organized trading facilities (OTF) [hereinafter collectively: trading venues], furthermore, regular internalisers, market makers, other entities providing liquidity, furthermore, every person or organization in third countries that perform similar activities as any of the institutions listed above.

In the forwarding of client orders, the Company takes all sufficient steps to ensure that the best possible results are accomplished for the clients, proceeding in line with the best interests of the clients.

Therefore, in this Policy the Company includes those venues of subcontractor that ensure the accomplishment of the best possible results and enable the Company to meet its obligations committed in this policy.

Where the order of the Client can be fulfilled on more than one possible execution venues, the choice as to the actual venue shall be made by the Company on the basis of the following criteria:

- the price of the financial instrument, subject to that order (net price),
- the costs of the order,

- the time necessary for fulfilling that order,
- the likelihood of execution and fulfillment of the order,
- the size of the order,
- the nature of the order or any other consideration deemed relevant to the execution of an order

When the relative importance of the factors listed above is determined, the Company considers the following criteria:

- the characteristics of the client, including the classification of the client,
- the characteristics of the order of the client,
- the characteristics of the financial instruments constituting the subject of the order,
- the characteristics of the execution venues to which the order may be forwarded.

The Company stipulates that in the absence of a contradictory Client order the execution venue is chosen **primarily on the basis of the net price of the financial instrument, subject to the given order, with assessing – in the light of the net price – the above factors.**

When the order of a retail client is forwarded for execution and is executed, the Company will determine the best possible result according to the sum of all costs charged on the client, which includes the price of the financial instrument and all costs related to and associated with execution and payable by the client, including any fees related to the venue of execution, settlement and execution fees and any fees paid to third parties involved in the execution of the order.

Where the order can be fulfilled on more than one execution venues, the Company takes its commissions and costs, incurred in connection with executing that order, into account, when making the above comparison, in such a way that does not result in unreasonable and unfair discrimination in respect of the execution venues concerned.

With regard to the fact that the Client directly enters into transactions on the Online Trading Platform provided by the Company, after the forwarding of his order, i.e. in the framework of its investment service defined in section 4.2. of the General Terms of Business of the company, it shall only take orders for a specific transaction - pursuant to the Trading and Account Contract - only concerning transactions to be executed on the Online Trading Platform, the Client acknowledges by the acceptance of this Policy, that this act by him is regarded as a ***specific instruction within the meaning as defined in Art 62 (6) of Bszt. concerning the venue of execution, therefore the Company shall fulfill its obligation of taking every sufficient step for the accomplishment of the best results for the Client if it executes the order in accordance with the specific instructions of the Client concerning the order or a specific element of the order.***

The Company stipulates that certain instructions given by the Client may prevent the Company from executing the orders with the best possible results concerning the elements of the orders related to the instructions.

At the same time, in the preliminary selection of the execution venue(s) available through the Online Trading Platform, the Company will ensure the implementation of the principles of best implementation listed above. The Company will select such a venue of execution that has an execution policy compliant with the currently applicable domestic and European Union regulation and is under appropriate supervision. When the venue of execution is selected, the Company primarily assesses the following aspects:

- the market position, recognition, size, reliability of the venue of execution;
- the time of availability of the venue of execution, business hours, channels of communication;
- quality factors related to the venue of execution;
- appropriate management of client needs;
- the rate of counterparty risk related to the venue of execution.

With regard to the fact that the Company does not accept any kind of remuneration, discount or non-monetary benefit as a consideration for forwarding the orders of the Client to the venue of execution selected by the client in advance, therefore it does not consider this kind of analysis of costs when the venue of execution is selected.

3. OTHER PROVISIONS ON MANAGING CLIENT ORDERS

TYPES OF ORDERS

In the case of **Market Orders** (trade requests), if there is a difference between the price set out in the order and the price quoted by iCFD Ltd. (hereinafter the „actual price”) the order is executed at the price seen by the Client on the Online Trading Platform at the exact time of execution, provided that such price is within a predetermined tolerance level indicated on the Online Trading Platform with regard to the specific order. In the event that the difference exceeds the above tolerance level, for example, due to movements in the underlying assets between the time a client placed its order and the time it is received and executed, high markets volatility and communication latency, the Market Order will be executed at the actual price. If there is a substantial difference between the price seen by the Client and the actual price, the Order shall be not executed. The extent of a substantial difference between the price seen by the Client and the actual price may be 100 times of predetermined tolerance level.

In the case of a **Limit Order** given by the Client, the Company transmits and/or strives to fulfill such an instruction – depending on its purport - with a view to either buying at, or above the limit price set by the Client, or selling at, or below such limit price, the financial instrument subject to that order.

EXECUTION OF THE ORDERS

The orders given by the Client through the Online Trading Platform and forwarded by the Company through that system will always be executed outside a trading venue, i.e. in the so-called OTC market, for which the Client gives his express consent simultaneously with the acceptance of this policy - generally, covering all transactions, in consideration of the risks of trading in the OTC market, as defined above.

The Company stipulates that concerning each of the financial instruments constituting the subject of the investment services offered by it, the orders given by the Client through the Online Trading Platform will be executed with the involvement of *iCFD Ltd.* (seat: Corner of Agiou Andreou and Eleftheriou Venizelou Streets, Vashiotis Agiou Andreou Building, 2nd Floor, Office 201, 3035 Limassol, Cyprus, engedélyszám: CySEC 143/11), as the exclusive execution partner of the company, which company will always execute the orders on its own account. The *Order Execution Policy* of iCFD Ltd. is available from [here](#).

The Company, when fulfilling his order, shall immediately inform the Client if it becomes aware of any event that prevents the execution of a given instruction.

The Company is not obliged to forward the order of the Client immediately if:

- the client instruction is a limit order,
- the order can not be fulfilled under the actual market conditions, or
- it led to a detriment to the interests of the Client.

The Client may place any orders on the Online Trading Platform solely in respect of instruments listed therein, at the buy or sell rate communicated for the given instrument for the purposes of entering into transactions.

4. REVIEW

The Company regularly monitors the efficiency of this Policy, especially the performance of the partners selected for execution, and adjusts any deficiencies, if necessary.

In order that the execution process, employed in accordance with this policy, continuously ensures the best execution for clients, the Company reviews this policy once a year. In the course of that, the Company – in line with the demand for increasing business capacity – endeavours to build up new, alternative channels for trading and execution so as to ensure the most effective implementation possible with respect to the principle of best fulfillment/execution.

The Company will also perform the review upon the occurrence of such material changes that have an adverse impact on the capability of the Company to continue to accomplish the best possible results for its clients (extraordinary review). For the purposes of this paragraph, a material change is every material event that may affect the factors of best execution, such as costs, price, speed, the likelihood of execution and fulfilment, the size and type of the order or any other aspect related to the execution of the order. In the extraordinary review the Company will assess the most significant changes that occurred, and if necessary - in order to comply with the requirement of best execution at all time - it will consider changing the selected venues or organisations of execution.

5. NOTIFICATION OF CLIENTS

The Company shall inform the Client of the provisions of this Policy, and any substantial modifications, made to it.

The Company, before establishing a business relationship with them, informs its retail clients. of

- those factors that are to be considered when executing client orders and the method, by which these are prioritised by the Company;
- the execution venues, deemed favourable from the perspective of order execution; and
- draws attention to the fact that specific instructions by the client may prevent the Company from fulfilling orders with the best possible result as set out in this execution policy.

In response to the appropriately justified question of the Client, the Company will provide information on organizations that will execute the forwarded or placed orders.

On their written request the Company shall demonstrate that the order by the Client has been executed in accordance with this execution policy.

The Company may amend this Policy unilaterally, giving prior notice to the Clients. The company will notify the Client on the amendment of this policy within 15 (fifteen) days prior to its effective date.

To issues, not covered by this execution policy, the General Terms of Business of the Company applies, as effective at the relevant time.

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ANNEX

The list of entities to which the Company forwards orders for execution

Asset class	Execution partner
Contract For Difference (CFD)	iCFD Ltd.