



TrioMarkets™
TRUSTWORTHY TRANSPARENT TRADING

EDR Financial LTD

ORDER EXECUTION POLICY



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TrioMarkets is a trading name owned and operated by EDR Financial Ltd, registered as a Cyprus Investment Firm (CIF) with the registration number HE336081. Licensed by the Cyprus Securities and Exchange Commission (CySEC) under license number 268/15 in accordance with Markets in Financial Instruments Directive II («MiFID II»). TRIOmarkets Head Office: Centro Office 301, Grigori Afxentiou 11. 4003 Limassol, Cyprus - Tel: +357-25030056 Fax: +357-25590955 - Email: info@triomarkets.eu - www.triomarkets.eu

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1. Introduction

1. EDR Financial Limited (hereinafter, the «**Company**») is incorporated in Cyprus under registration number HE 336081 through the Department of Registrar of Companies and Official Receiver ([http:// www.mcit.gov.cy/drcor](http://www.mcit.gov.cy/drcor)).

2. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (<http://www.cysec.gov.cy>) to act as a Cyprus Investment Firm («CIF») with CIF License **No. 268/15** operating as an international foreign exchange broker.

3. The Company operates under the «Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters» Cypriot Law 87(I)/2017 (harmonization with MiFID II Directive), as subsequently amended from time to time, which partially repealed Cypriot Law 144(I) of 2007 (harmonization with MiFID Directive) but remains applicable to some extent (hereinafter, the «**Law**»), under the letter of which, the Clients are required to receive appropriate information about the execution of their orders in the Order Execution Policy.

4. The Order Execution Policy (hereinafter, the «**Policy**») forms part of the Client's agreement, as amended from time to time. The Client understands that by opening an account with the Company, the Client shall also agree to the terms of this Policy, as set out herein and as amended from time to time. In cases of ambiguity or conflict between the two documents, the Client Agreement, shall prevail.

5. All Clients are advised to familiarize themselves with this Policy as well as the Client Agreement and to make sure that the principles specified herein are acceptable by them. Clients are also advised to communicate with the Company, should they require any clarifications on the way that the Company executes their orders or to seek independent professional advice.

2. Scope of this Policy

6. The Policy applies to both Retail, and Professional Clients (as defined in the Company's Client Categorization Policy) of the Company, in relation to financial transactions regarding Contracts for Difference (**«CFDs»**). If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such an Eligible Counterparty.

3. General

7. The Company is the counterparty to clients' trades and transacts with clients as principal.

The company will execute an order under the following trading capacities as defined in MiFID II framework:

- **Dealing Own account:** a transaction where the Company may be acting purely to action its own proprietary trades or may be acting on own account with a view to filling orders received from a Client. Dealing on own account with Clients is considered as the execution of client orders, and subject to best execution obligations.
- **Matched Principal:** a transaction where the Company interposes itself between the buyer and the seller to the transaction in such a way that is never exposed to market risk throughout the execution of the transaction. The Company is instantly setting-off all market risk from the each client's transaction affected by using Straight-Through Processing (STP) bridge with counterparties (liquidity providers) where the each client's transaction is set-off.

8. The Client understands that the financial products are not offered through a regulated market or a Multilateral Trading Facility (**«MTF»**). All products are offered on an over-the-counter basis (**«OTC»**), meaning that the products are traded with the Company in an off-exchange manner, with the Company providing to the Client the live streaming prices (**«Quotes»**) for the respecting financial instruments, via the MT4 trading platform. The Company is receiving those prices from its cooperating Liquidity Providers (**«LPs»**), which in turn means that the Company's execution venues are third party (ies).

9. The Policy sets out the procedures and methods used by the Company to ensure the fair, honest, professional, prompt and expeditious execution on terms most favorable to the Clients in relation to trading in CFDs. When receiving and transmitting orders for execution, the Company is taking all sufficient steps to act in the best interest of its Clients. The factors that contribute to achieving best execution are described below in paragraph 5.

10. The Company is ensuring that those financial instruments offered are designed to meet the needs of an identified target market of end clients within the relevant category of the client (retail, professional, eligible counterparties), that the strategy for distribution of the financial instruments is compatible with the identified target market, and that the financial instruments are distributed to the identified target market. The Company shall ensure that the financial instruments are compatible with the needs of the client to whom the service is provided and that those are offered or recommended only when this is in the interest of the client.

4. Order Execution Types

13. The Clients can instruct the following orders via their MT4 platform:

i. Market Execution Order: is an order that allows the user to buy or sell a financial instrument, at the current OTC (Over-The Counter) rate, as depicted in the platform. Execution of this order results in opening a trade position. Financial instruments are bought at ASK price and sold at BID price. Stop Loss and Take Profit orders can be attached to a market order. Once a Market order is instructed by a Client, this action cannot be undone.

ii. Pending Order: is an order that allows the user to buy or sell a financial instrument at a pre-defined price, at a later OTC rate, as depicted in the MT4 platform. A pending order is executed once the price reaches the requested level. However, it is noted that under certain trading conditions (please refer to section 18 of this policy and the [Client agreement](#)) 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. It is noted that Stop Loss and Take Profit may be attached to a Pending Order. Also, pending orders are good till cancel.

14. The Company offers the following types of Pending Orders:

i) Buy Limit: is a pending order to open a Buy position at a lower price than the price at the moment of placing the pending order. This order will be executed at the ASK price.

Example:

Say EURUSD price is 1.17500, and a trader wishes to place a 0.10 Lot order 10 pips below the current price to Buy, he will set a pending Buy Limit Order 0.10 Lots at 1.17400. When price reaches 1.17400, the pending order gets executed and the trader is now in a Buy position 0.10 EURUSD.

ii) Buy Stop: is a pending order to open a Buy position at a price that is higher than the price at the moment of placing the pending order. This order will be executed at the ASK price.

Example:

Say EURUSD price is 1.17500, and a trader wishes to place a 0.10 Lot order 10 pips above the current price to Buy, he will set a pending Buy Stop Order 0.10 Lots at 1.17600. When price reaches 1.17600, the pending order gets executed and the trader is now in a Buy position 0.10 EURUSD.

iii) Sell Limit: is a pending order to open a Sell position at a price higher than the price at the moment of placing the pending order. This order will be executed at the BID price.

Example:

Say EURUSD price is 1.17500, and a trader wishes to place a 0.10 Lot order 10 pips above the current price to Sell, he will set a pending Sell Stop Order 0.10 Lots at 1.17600. When price reaches 1.17600, the pending order gets executed and the trader is now in a Sell position 0.10 EURUSD.

iv) Sell Stop: is a pending order to open a Sell position at a price lower than the price at the moment of placing the pending order. This order will be executed at the BID price.

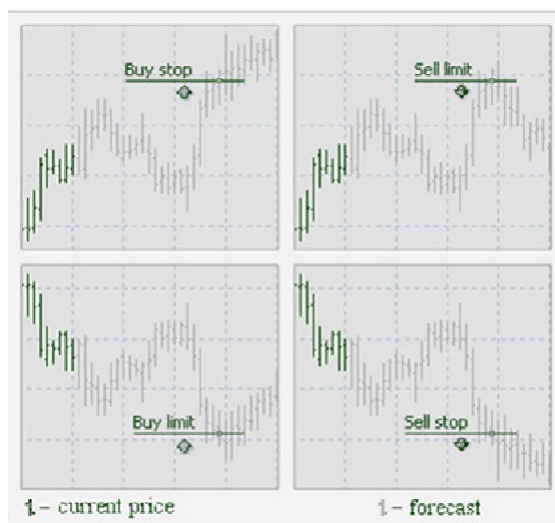
Example:

Say EURUSD price is 1.17500, and a trader wishes to place a 0.10 Lot order 10 pips below the current price to Sell, he will set a pending Sell Stop Order 0.10 Lots at 1.17400. When price reaches 1.17400, the pending order gets executed and the trader is now in a Sell position 0.10 EURUSD.

v) Stop Loss: is a setting that can be used to set an «acceptable» level of loss, to prevent losses further to that level, when a price moves unexpectedly to the opposite direction. Once this pre-determined level is reached, the stop loss is activated and completely closes the whole position(s). This setting can be connected to and requested together with either an open position or a pending order. For short positions opened, this order will be executed at the ASK price. For long positions opened, this order will be executed at the BID price.

vi) Take Profit: is a setting that can be used to secure profits. In this case, the price moves towards the expected direction, thus is profitable. Once the profits reach the pre-determined level, the whole position(s) shall automatically completely close. This setting can be connected to and requested together with either an open position or a pending order. For short positions opened, this order will be executed at the ASK price. For long positions opened, this order will be executed at the BID price.

Example in a graph:



15. All orders are executed automatically.
16. The Company is only quoting prices during trading hours, therefore no market orders can be placed outside those hours.
17. Clients can monitor, at all times, their status, activity and history via their MT4 trading platform.
18. Orders may not be executed at declared prices. Therefore, the Company cannot guarantee the

execution of a pending order at the price specified. On some occasions, which are attributed to factors outside the Company's control, such as force majeure events, and market conditions, causing slippage, price adjustments or the inability to execute an order altogether.

These factors are usually attributed to increased market volatility due to news announcements, economic events and market openings, or attributed to insufficient liquidity for the desired price and volume, or to such rapid movements (rise and fall) in one trading session to an extent that, under the rules of the relevant exchange, trading is suspended or restricted, to name a few examples. Those factors are a normal market practice and an expected feature of the foreign exchange and stock markets.

Slippage: is best described as the situation when at the time that an order is presented for execution, the specific price shown to the client and requested by him is not available, therefore the order is executed close to or a number of pips away from the client's requested price. Thus, slippage is the difference between the expected price of an order, and the price the Order is actually executed at. A slippage can be either positive or negative. Slippage can occur during Stop loss, Take profit and other types of Orders.

The slippage can be **positive**, when the execution price is better than the price requested by the client.

The slippage can be **negative**, when the execution price is worse than the price requested by the client.

Price Adjustment: a market-driven phenomenon reflecting the difference between the price requested by the trader and the price verified by the liquidity providers that affects the large tickets executed on multiple levels in the Depth of Market. Thus, the larger is the ticket, the higher the probability for an unfavorable price adjustment, meaning that large orders can be more expensive to execute than smaller orders.

19. **Re-quotes:** The Company does not offer instant orders, therefore there are no re-quotes.

5. Best Execution Factors

20. The Company shall take all sufficient steps to obtain the best possible result for its Clients taking into account the following factor **(a.- i.)** when executing Clients' orders. The list of factors mentioned as below is not exhaustive, and the order of presentation does not reflect the importance. When specific client instructions are provided to the Company, those are taken in consideration to execute an order accordingly:

- a. Price of the Financial Instrument;
- b. Transaction costs and other risks;
- c. Speed of execution;
- d. Likelihood of Execution and Settlement;
- e. The size and nature of the order;
- f. Market impact;
- g. Total consideration;
- h. Nature of market for the particular instrument;
- i. Any other consideration

21. The Company takes into account a variety of factors to ensure best execution, the most important of which are explained below:

a. Price of the CFD :

- i) The Company provides its prices to its Clients after those have been derived from its liquidity provider(s).
- ii) The Company takes all sufficient steps to ensure that the Client receives the best spread and that its calculation is made with reference to a wide range of data sources and underlining price providers.
- iii) The Company quotes both the higher price (ASK) and the lower price (BID). The Client can buy (go long) on ASK and sell (go short) on BID of the CFD in question.
- iv) The Company's price is constituted by both the ASK and BID prices.
- v) The Spread is the difference between the lower and the higher price of a CFD.
- vi) The Company does not quote prices outside Company's operations time therefore no orders can be placed by the Client during that time.

- vii) However a position which was opened during trading hours, can be held open overnight at a cost (overnight fees). See below point b.
- viii) Price requirement verification: **On-going basis**. The Company is systemically monitoring the quality of prices it receives from a sufficient number of liquidity providers and compare such prices with other independent sources, for example such as Reuters and Trading View portal.
- ix) The Company also frequently reviews its liquidity providers, to ensure that the price obtained continues to be competitive. The procedure described in clause 8 of the policy.
- x) The Company's prices can be found on the Company's website or the Client's MT4 trading platform, along with information such as the minimum spread and the minimum margin requirement for each instrument offered.

b. Transaction Costs and other costs

- i) Once a Client registers for an Account, his Account will automatically be dealt as a «Mark-up Account». This account type charges on a spread model (with no added Commission).
- ii) If a Client choses so, he can convert his Account into a «Raw Account». The Client will be charged on a Commission and Spread model.
- iii) Thus, for a client to open a position, commission and/or spread fees will apply
- iv) The Commission may be charged either in the form of a percentage of the overall value of the trade or as a fixed amount.
- v) Spread charges are based on prevailing market interest rates, which may vary over time. Thus, 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 contract.
- vi) Information about costs is available on the **Trading Conditions** section of the website.
- vii) On top of the Commission and Spread, the Client may be required to pay withdrawal fees, overnight financing fees, and conversion fees, as applicable.
- viii) Costs requirement verification: Performed on an **on-going basis**, to ensure execution arrangements work well throughout all different stages of the order execution process.

c. Speed of Execution

- i) The Company transmits Client Orders or arranges for their execution with counterparties.

ii) The Company places a significant importance when executing Client's orders and the requirement for a high speed execution is monitored on an on-going basis.

d. Likelihood of Execution and Settlement

i) The Company is executing all orders at the prices available on the Client's MT4 platform at the exact time of their opening, provided there is sufficient volume and taking into consideration the factors mentioned above on point 18.

ii) On the contrary, the orders will be executed at the next best available price or more rarely, not executed at all. The Company reserves the right to decline an order as explained in the Client agreement entered with the Client.

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 Terms and Conditions. Without prejudice to the Client Agreement, the Company has the right to close at market prices and or limit the size of Client Open Positions and to refuse new Client Orders to establish new positions in any of the following cases:

- The Company considers that there are abnormal trading conditions.
- The value of Client collateral falls below the minimum margin requirement.
- At any time equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.
- In case of fraud or Abusive Trading of the Client.
- The system of the Company rejects the Order due to trading limits imposed on the Account.
- When the Margin Level reaches the Stop Out Level (ratio of Equity to Margin in the Client's Account), the Client's positions will start closing automatically at market prices starting with the most losing Order and the Company has the right to refuse a new Orders. Stop Out level is available on the [Website](#).
- When the Client fails to take a measure as per the Client Agreement.
- When the Client is holding a position Open on Future after the official expiry date.

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 to slippage and comparing our average speed of execution with industry standards.

- iii) The Company maintains a Negative Balance Policy, which protects the Client from losing more than the initially deposited amount.
- iv) The underlying asset is never actually delivered, so there is no settlement.
- v) The Company places a significant importance when executing Client's orders and this factor is monitored on an **on-going basis**.

e. The size and nature of the order

- i) All the transaction amounts in the MT4 platform are depicted and measured in Lots. A lot is a unit measuring the transaction amount and it is different for each type of CFD. The actual minimum size of an order may be different for each type of Client Account.

Instrument	Size equivalent to 1 Lot	Type
FX	100,000	Base Units
Indices	10	Contracts
Gold	100	Ounces
Silver	5,000	Ounces
Oils	1,000	Barrels
NGAS	10,000	mmBtu
Stocks	1-100	Share

- ii) For a single transaction, the minimum size of an order is 0,01 Lots and the maximum volume is 1000 Lots. Please refer to the Company's [Trading Conditions](#) for additional information.
- iii) The Company makes every effort to fill the order of the Client irrespective of the volume. However, due to the market conditions, the order may be filled not full, partially.

f. Market Impact

- i) Some factors may rapidly affect 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 sufficient steps to obtain the best possible result for its Clients.
- ii) In the case where the Client provide specific instructions on full or partial execution of the Client's order, that order shall be transmitted for execution in accordance to such instructions and the Company, in doing so, it will have complied with its obligations to provide the best possible results to the extent that those instructions are followed.
- iii) The Company warns its Clients that any specific instructions from them may prevent the Company from taking the steps that it has designed and implemented to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions. The Company shall accommodate those instructions to the extent that it is able to, therefore, in the event of additional charges, the Client will be charged accordingly.

g. Total Consideration

- i) Total consideration is defined as the sum of the price and the costs incurred by the Client. It refers to the price of the financial instrument and the costs relating to execution, including all expenses incurred by the client which are directly relating 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.

6. Best Execution criteria

22. The Company will determine the relative importance of the above Best Execution factors by using its experience in the matter and taking into account the following criteria:

- i) The Client's characteristics including the categorization of the Client either as Retail or Professional;
- ii) The characteristics of the Client's order;
- iii) The characteristics of financial instruments that are subject to that order;
- iv) The characteristics of the execution venue to which that order can be directed.

Price of the Financial Instrument	High Importance
Transaction costs and other risks	High Importance
Speed of execution	High Importance
Likelihood of Execution and Settlement	Medium Importance
The size and nature of the order	High Importance
Market impact	Medium Importance

23. For Retail Clients the best possible result is determined in terms of the total consideration. Full explanation of the term is provided above in paragraph 21 (point g).

7. Client Disclosures

24. All trading venues are required to provide accurate and adequate information, as part of the transparency requirement established for protecting investors' best interests. The requirement is arising from MiFID II Directive, in relation to the venues' best execution practices, identification of conflicts of interest and other relevant information, all of which have been disclosed via the Regulatory Technical Standards RTS-28 that is published on [the website](#). In addition, you may find more information on the Company's products and costs in the Company's Key Information Documents (PRIIP KIDS) available on our [website](#).

8. Execution Venues

25. Execution venues are the entities with which the Client's orders are placed. The Company acts as principal for the execution of the Clients' orders. The Company has identified the execution venues that it places significant reliance in meeting its obligation to take all sufficient steps to consistently provide Clients the best possible result for the execution, and reception and transmission, of the Client orders, to the extent that the Company has discretion over the choice of execution venue. When the Company places orders or transmits orders for execution to other entities (e.g. brokers), it will ensure that such entities have policies and arrangements that enable the Company to comply with its obligations to act in the best interest of Clients when placing orders with, or transmitting orders to, other entities for execution.

Where there is more than one available execution venue for the execution of an order, the commissions and costs of the Company on each of the eligible execution venues shall be taken into account when assessing and comparing the results for the Client that would be achieved by executing the order. The Company will take sufficient measures to ensure that it will not be receiving any remuneration, discount or non-monetary benefit for routing Client orders to a particular trading venue or execution venue, without the consideration of the above

factors, which might potentially infringe the requirements in relation to best execution, conflicts of interest or inducements.

The Company applies a formalized process for the selection of an execution venue or broker through the application of appropriate due diligence and consideration of a number of factors in order to ensure that they are able to consistently provide Clients the best possible result.

26. Selection Process of Execution Venues (liquidity providers)

The selection of an execution venue is primarily based on the following factors which encompasses both quantitative and qualitative factors:

- Availability of best pricing for a specific financial instrument and liquidity of the execution venue;
- Cost of clearing and settlement;
- Speed and likelihood of execution (e.g. fill rates);
- Size;
- Reliability of the execution venue and/or broker in terms of reputation and good standing (e.g. creditworthiness, sanctions from regulators, etc.);
- Quality of execution and service, both historical and current, based on the review performed;
- Transparency of price formation process (pre-trade);
- Continuity of trading;
- Technological infrastructure and capabilities of the execution venue;
- Circuit breakers; ▪ Quality of any related clearing and settlement facilities;
- Responsiveness to any requests/complaints and willingness to correct such errors;
- Financial solvency of the entity; and
- Any other relevant factor.

The contractual arrangements with Company's liquidity providers are solely with EEA regulated entities or with duly authorized and regulated entities domiciled in a third country for which there is an equivalence decision for the purposes of Regulation (EU) No 575/2013, regarding the type of entity they are collaborating with or in G20 member country.

27. Assessment of Execution Venues

The Company will undertake regular assessments of its execution venues as well as the execution quality provided in order to determine whether existing venues (upper brokers) included in the Policy continue to provide the best possible result for Clients, and to review the suitability of new execution venues. The assessment will take into consideration information as well as the criteria mentioned above.

28. The Current Company's Execution Venues are

- a. CFH Clearing
- b. IS PRIME Limited
- c. Swissquote Bank SA
- d. EDR Financial Ltd

9. Monitoring

28. The Company will review and monitor the effectiveness of the Policy and arrangements and, where appropriate, correct any deficiencies. The Company will assess from time to time, whether the execution venues enable the Company to provide the best possible result for the Clients' order and whether amendments to its execution arrangements are required.

29. A review will also be carried out whenever a **material change** occurs that affects the ability of the Company to continue to obtain the best possible result for the execution of its Clients orders on a consistent basis using the venues included in the Policy.

30. A **material change** shall be a significant event that could impact parameters of best execution such as cost, price, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

10. Notifications

31. The Clients wishing to submit a complaint are advised to complete a Complaints Form (accessible through the Company's [website](#)) within 12 months from the complaint event date and submit it in any of the following ways:

By phone: at +35725030056;

By electronic means: Electronically fill out and sign the form found [here](#) and submit it electronically at the following e-mail address: contact@triomarkets.eu; or

By post: by filling out the abovementioned form and send it to TrioMarket's Head Office address: Centro Office 301, Grigori Afxentiou 11, 4003 Limassol.

If the client is unhappy with the Company's response to his complaint, he may refer the issue to the Financial Ombudsman of the Republic of Cyprus.

For more information on the Company's Complaint Handling policy, please [click here](#).

29. The Clients are responsible for referring to the Company's website for the latest and most up to date version of the Policy, which will be applicable from the date of publication on the website.