

Order Execution Policy

1. Introduction

1.1. "Kabwohe Omukace OÜ" (hereinafter referred to as "the Company")(operating under the trading name "TradeStap"), whose registered office is at Rävåla pst 8, 10143, Tallinn linn, Harju maakond, Eesti Vabariik, is registered as Corporation under Entity Number 14789250.

1.2. If a client order for assets listed "over the counter" (OTC) and elsewhere is accepted, the Company will attempt to execute the order in accordance with the following policy, unless the customer specifies otherwise.

1.3. This policy is an element of the Client's agreement with the Company.

1.4. You also agree to the terms of this Policy, which are outlined in this document.

2. Scope

2.1. When executing transactions for the Financial Instruments provided by the Company, this Order Execution Policy applies to both Retail and Professional Clients. Every trade has the Company as the counterparty (or principal); thus, if the Client wishes to open a position in a Financial Instrument with the Company, that position can only be closed with the Company. When performing a transaction, the Company cannot guarantee that the client's price will be better than one that can be obtained elsewhere.

2.2. When the Company executes client orders, this Policy applies as long as the following criteria are met:

- The customer is trading in financial instruments covered by the Company's and it's liquidity provider offer.
- The client's specific instructions do not restrict the Company from providing this Policy to the client.
- The Company did not give direct market access to the client via an electronic interface that only linked to one execution venue.

2.3. If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such a client.

3. Best Execution Factors

3.1. When receiving, transmitting, and executing Client Orders, the Company shall take all reasonable steps to obtain the best possible results for its Clients, taking into account the following factors when dealing with Client Orders: price, costs, speed, likelihood of execution and settlement, size, market impact, or any other consideration relevant to the execution of the order. The above list is not exhaustive, and the order in which the factors are given should not be considered a priority factor.

3.1.1. Price: The Company derives its prices from the price of the appropriate underlying financial instrument obtained from third-party external reference sources. At least once a year, the Company evaluates its third-party external

reference sources to ensure that the data obtained remains competitive. The Company updates its prices as often as technological and communication limitations allow. The Company will quote the higher price (“ask”) at which the client can buy (go long) and the lower price (“bid”) at which the client can sell (go short) any particular Financial Instrument. The spread is the difference between the lower and higher price of a Financial Instrument.

Orders for “Buy Limit”, “Buy Stop”, and “Stop Loss”, as well as “Take Profit for Open Short Positions”, will be executed at the “ask” price, while orders for “Sell Limit”, “Sell Stop”, and “Stop Loss”, as well as “Take Profit for Open Long Positions”, will be executed at the “bid” price. The Company will make every effort to guarantee that the Client receives the best spread possible, which will be calculated using a variety of data sources and underlining pricing providers / liquidity providers. The Company will not quote any price outside Company’s operations time (see execution venue below) therefore no orders can be placed by the Client during that time.

3.1.2. Costs: The Client may be required to pay commission or swap fees to open a position in certain types of CFDs, the amount of which is posted on the Company's website.

Commissions can be charged as a percentage of the overall value of the deal or as a fixed amount.

In the case of Swap Fees, the value of open positions in certain types of CFDs is increased or decreased throughout the life of the contract by a daily financing fee “swap rate”. Swap fees are determined by current market interest rates, which can vary over time. The Company's website has information on the daily swap fees it charges. The commission and Swap Fees are included in the quoted price for all types of CFDs offered by the Company. On the Company's website and/or the Platform, you can see the spreads for the list of CFDs.

Client Accounts may also be subject to extra fees, such as Client Account maintenance fees, which can be found on the Company's website. Should the Company choose not to charge such costs at any time, this shall not be interpreted as a waiver of the Company's right to do so in the future, with prior notice to the Client.

3.1.3. Re-quoting: After an “instant order” has been submitted, a secondary quote is provided to the client; the client must agree to this quote before the order is executed. If the requested price supplied by the client is not available, Company will requote the “instant orders”. The client's secondary quotation is the next available price received by the Company from its third-party liquidity sources. Company does not re-quote “pending orders”.

3.1.4. Slippage: The specific price requested by the customer may not be available at the time an order is presented for execution; as a result, the transaction will be executed close to or a few pips away from the client's requested price. Positive slippage occurs when the execution price is better than the price

requested by the client. Negative slippage, on the other hand, occurs when the execution price is worse than the price requested by the client.

The automatic execution software used by the company is not dependent on any unique factors relating to the execution of orders through specific client accounts.

3.1.5. Partial Fills: If there isn't enough liquidity in the market at the time to fill the entire order at a certain price, this is the practice of fulfilling an order in parts. Partial fills can be done at different prices.

3.1.6. Speed of execution: The Company is the exclusive Execution Venue for the execution of the Client's orders for the Financial Instruments offered by the Company because it acts as principal rather than agent on the Client's behalf. The Company is making all reasonable efforts to provide a high speed of execution within technological and telecommunication limitations, but it is not responsible for the Client's technology, internet connection, or any other resources that may cause a delay in data transmission between the Client and the Company. This delay may result in sending to the Company out of date "market orders" which might be declined by the Company or send back to the Client a new price for approval before execution.

3.1.7. Likelihood of Execution: The Company transmits Orders for Execution and executes them with another party, or it may act as the counterparty. The likelihood of execution depends on the availability of prices of the market makers/financial institutions and/or the Liquidity Providers. In some circumstances, such as during news events, trading session start times, volatile markets where prices may move significantly up or down and away from declared prices, where there is rapid price movement, where there is insufficient liquidity for the execution of the specific volume at the declared price, and upon restrictions imposed by the Liquidity Provider, it may not be possible to arrange an Order for execution.

If the Company is unable to proceed with an Order due to price, size, or other factors, the Order will either be refused or partially filled.

In addition, the Company reserves the right to decline or refuse to transmit or arrange for the execution of any Order, Request, or Instruction of the Client at any time and without notice or explanation to the Client in the circumstances described in the Client Agreement.

3.1.8. Likelihood of settlement: The Financial Instruments (i.e., CFDs) offered by the Company do not involve the delivery of the underlying asset, so there is no settlement as there would be for example if the Client had bought shares.

3.1.9. The size of the order: The Lot is a unit of measurement for transaction amount that is unique to each type of Financial Instrument. The Contracts specifications on the Company's website contain information on the value of each Lot for each Financial Instrument. If a Client's order is too large and cannot be filled, the Company reserves the right to decline it.

3.1.10. The nature of the order: The Client can place the following orders

with the Company:

a) Market Order: This is an order to buy or sell something at the current market price. The system automatically combines volume from third-party liquidity sources and executes the “market order” at VWAP (“Volume-Weighted Average Price”), or the best available price at the moment of execution. The conditions specified in the “Good ‘til Cancelled” section apply after the “market order” is triggered.

“Good ‘til Cancelled” (“GTC”) (= Expiry): this is an execution setting that the client may apply to “pending orders”. The order may remain “live” and pending for execution until such time as the order is triggered and treated as a market order or cancelled by the client.

b) Instant Order: This is an order to buy or sell at the current “ask” or “bid” price in the quotations flow when the client submits the order for execution.

c) Pending Order: It is an order to buy or sell a financial instrument in the future after the Client specifies a price. There are four different sorts of pending orders available from the company: “Buy Limit”, “Buy Stop”, “Sell Limit”, and “Sell Stop”. This type of order might have “Stop Loss” and/or “Take Profit” limits. The Client can change an order before it is executed, but he or she cannot change or cancel “Stop Loss”, “Take Profit”, or “Pending Order” orders once the price has reached the order execution level.

d) Stop Orders: this is an order to buy or sell once the market reaches the “stop price”. Once the market reaches the “stop price” the “stop order” is triggered and treated as a “market order”. If the “stop order” is not triggered it shall remain in the system until a later date subject to the conditions described in the “Good ‘til Cancelled” section.

e) Stop Loss: This is an order that is placed to minimise losses. The order is triggered and regarded as a “market order” once the market hits the “stop loss price”. If the “stop loss” is not triggered, it will remain in the system until a later date. “Stop Loss” orders for CFDs, spot metals, equities, and indices should be placed at least a few pips away from the current market price to be valid. “Stop Loss” orders placed within the current bid-ask spread will be automatically removed.

f) Take Profit: This is a profit-making order. The order is triggered and handled as a “limit order” once the market hits the “take profit price”. If the “take profit” is not triggered, it will be saved in the system until a later date. To be valid, “take profit” orders on CFDs, spot metals, equities, and indices must be placed at least a few pips away from the current market price. “Take Profit” orders placed within the current bid-ask spread will be automatically removed.

3.1.11. Market Impact: Some factors may have a rapid impact on the price of the underlying instruments/products used to calculate the Company's quoted price, as well as other factors listed above. The Company will take all

reasonable steps to ensure that its clients receive the best possible result. The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. Nevertheless, 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.

3.2. The Company will determine the relative importance of the Execution Factors by applying its commercial judgment and experience in light of market data and taking into account the Execution Criteria. Demonstrating best execution does not always require a transaction-by-transaction analysis, but rather an analysis of a history of transactions over time that shows that executing orders on behalf of clients on the Execution Venues and in the manner described in this Order Execution Policy produces the best overall results.

3.3. There may not be a comparable publicly available market price for the instrument being traded in certain markets and trading situations, such as "over the counter" (OTC) marketplaces. In such circumstances, the Company will apply its experience and commercial judgment to analyze all relevant information and implement its Order Execution Policy in order to achieve the best possible result in terms of total consideration.

3.4. In some cases, the Company may be forced to execute an order using a method different than the one specified in this Order Execution Policy due to a system breakdown or other circumstances. In such instances, the Company will make every effort to fulfill the order on the most favorable conditions possible.

3.5. In the absence of specific client instructions in a Retail client order, the Company will consider all factors that will allow it to deliver the best possible result in terms of the total consideration, which will include all expenses incurred by the client that are directly related to the execution of the order, such as execution venue fees, clearing and settlement fees. Only insofar as they are instrumental in delivering the best possible result in terms of the total consideration to the Retail client, speed, likelihood of execution and settlement, order size and nature, market impact, and any other implicit transaction costs may be given precedence over the immediate price and cost consideration.

3.6. Even if these instructions are not followed by a confirmation in writing, the Client may request that the Company execute upon receipt instructions conveyed by telephone or any other written means of communication that each of the current and future account holders, attorneys, and duly authorised representatives shall give individually to the Company. The Company disclaims any obligation in the event of a miscommunication, an error in identifying the person providing the instructions, or other errors on its part relating to such forms of communication that result in losses or other inconvenience to the Client. We are not obligated to accept an Order from a Client via the methods described above. However, if you have sufficient funds

in your Account with us, you are not otherwise in breach of the Agreement, and the Order can be executed, we will typically do so. The amount of your Order and the liquidity available in the Financial Instrument you seek to trade will influence whether and when your Order can be executed.

3.7. The Company reserves the right, at its sole discretion, to begin closing Client positions at a margin of less than 60%, starting with the most unprofitable, and at a margin of equal to or less than 40%, the Company will automatically close Client positions at market price, beginning with the most unprofitable.

4. Best Execution Criteria

4.1. The following criteria will be used to determine the relative value of the Best Execution Factors:

- The client's characteristics, including whether the client is a retail or professional client;
- The client's order;
- The features of the financial instruments that are the subject of that order; and
- The characteristics of the execution venues to which that order can be directed

The best possible result (or "Best Execution") for retail clients will be determined in terms of the total consideration, which includes all of the elements listed below.

5. Best Execution Factors

5.1. When executing orders, we shall take all reasonable steps to achieve the best possible result for our clients, taking into account pricing, costs, speed, likelihood of execution, size, nature, and any other relevant aspect.

5.2. In respect to the optimal execution criteria, we will examine the execution factors and their significance in the order indicated below for orders that are not entirely covered based on your specific instructions:

Factor	Importance Level	Remarks
Price	High	In order to provide our clients with competitive price quotes, we place a high value on the quality and level of price data we obtain from external sources. However, we cannot guarantee that the rates we quote are the same as or better than those that

		might be available elsewhere.
Costs	High	To the extent possible, we take all reasonable steps to make your transaction costs as low and competitive as possible.
Speed of Execution	High	Every trader values execution speed and the opportunity for price improvement, and we constantly analyze these elements to guarantee we maintain our high execution standards.
Likelihood of Execution	Medium	Despite our right to decline a Client order, we seek to fulfil all Client orders to the best of our ability.
Size of order	Medium	Each asset type and/or financial instrument may have a variable minimum order size. Each type of Financial Instrument has its own lot, which is used to measure the transaction amount. For the value of the minimum order size or minimum Lot for a certain CFD type, please refer to the website and/or platform. According to the terms of the Client Agreement, the Company reserves the authority to decline an order.
Likelihood of settlement	Low	All transactions are settled upon execution.
Market Impact	Low	Some market circumstances may have a rapid impact on the Financial Instruments Company's quoted price. These factors may have an impact on some of the other execution factors listed above. The Company takes all reasonable steps to ensure that its clients receive the best possible outcome.

5.3. The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor.

6. Client's Specific Instruction

6.1. When a client gives the Company specific instructions regarding his/her/its order or any part of it, including the selection of execution venues, the Company will execute that order in accordance with those specific instructions, fulfilling its obligations to provide the best possible results to the extent that those

instructions are followed.

6.2. However, the Company would like to caution its clients that any specific instruction may prevent the Company from taking the actions outlined in its execution policy to achieve the best possible result for the execution of those orders in the elements covered by those instructions.

7. Corporate actions

7.1. Dividends:

- a) The Company don not pay dividends.
- b) At the ex-dividend date, clients holding long positions in the applicable share and/or spot index may receive the “dividend” in the form of a cash adjustment (deposit, paid into their trading account).
- b) At the ex-dividend date, clients holding short positions on the applicable share and/or spot index may be charged the “dividend” amount as a cash adjustment (withdrawal, deducted from their trading account).
- c) Prior to the payment of a dividend, we have the right to increase margin requirements.
- d) Shares may be offered as a dividend. To determine the cash adjustment, the dividend amount will be determined using the share price (see Fractional Share Adjustments).

7.2. Fractional Share Adjustments: If a corporate action results in a fractional position, the fractional component might be represented as a cash adjustment separate from the non-fractional position's handling. The adjustment value will equal the fractional position times the adjusted closing price on the day prior to the ex-date.

7.3. Other corporate actions (including stock splits and rights issues, but not limited to): The Client's position will be adjusted appropriately to reflect the economic impact of a company action.

7.4. Earnings Announcements: We may increase margin requirements and limit maximum exposure on the relevant symbols (Financial Instruments) prior to earnings announcements.

7.5. De-listing: In the event of a share being de-listed, the Client's position will be closed at the last market price traded.

7.6. For certain corporate actions not specifically mentioned in this section, including, but not limited to Mergers, Acquisitions and Leveraged Buyouts, we reserve the right to:

- a) increase margin requirements;
- b) suspend or halt trading in the relevant instrument;
- c) limit the maximum exposure (order size) to the relevant instrument;
- d) close the positions in the event that the relevant instrument is no longer trading on the relevant exchange;
- e) take any other action as we deem necessary in the given circumstances.

8. Execution Venues

8.1. An “Execution Venue” means a regulated market (e.g., stock exchange), a multilateral trading facility, a systematic internalizer or a market maker or another liquidity provider or an entity performing in a third country a function similar to any of the abovementioned.

8.2. Because the Company serves as principal and not as agent on behalf of the Client for orders for the financial instrument provided by the Company, the Company is the sole Execution Venue for the execution of the Client's orders.

8.3. The Client acknowledges that the Company's trading platform is used to process transactions with the Company for the financial instrument provided by the Company. The Orders will be executed on an “over the counter” basis rather than on a regulated market or a Multilateral Trading Facility and the Client is exposed to a greater risk of a possible default of the counterparty (i.e. the Company).

8.4. The Company maintains the right to decline the execution of an order, or to change the opening or closing price of an order in case of any technical failure of the trading platform, quote feed or any other unforeseen event. The counterparty, in this case the Company, sets the terms and conditions as well as the trading regulations. The Client may close any open positions in Forex, CFD or any other derivative financial product only during the opening hours of the Company's Trading Platform. The Client must also close any open positions with the same counterparty with whom they were opened, i.e. the Company.

9. Reviewing

9.1. The Company will review and monitor the effectiveness of this Order Execution Policy and arrangements to detect and fix any flaws. It will evaluate whether the execution venues specified in this Order Execution Policy enable the Company to offer the best possible result for the client's orders at least once a year, and whether changes to its execution arrangements are necessary. If we discover any inadequacies at any time, we will take appropriate corrective action and, if necessary, revise this Policy to reflect the actions we have taken. Any changes to this Policy will take effect immediately.

9.2. 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 client orders on a consistent basis using the venues included in this Order Execution Policy.

9.3. The Company will not tell its clients individually of changes to this Order Execution Policy, except significant substantive changes, and the Client should check the Company website from time to time for the most up to date

9.4. If you request it, we will provide you with verifiable evidence demonstrating

that we have executed your Orders in compliance with this Policy and information regarding our Order Execution Arrangements within a reasonable time.

9.5. For the purposes of this Policy, we will keep records of the prices for individual financial instruments displayed on our Electronic Trading Platform for a minimum of five (5) years, including details about costs, speed, and likelihood of execution. We will also maintain records that indicate our continuous best execution monitoring and compliance with best execution obligations to any Competent Authority.

10. Client's Consent

10.1. 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 him i.e., this Policy forms part of the Client Agreement.

11. Important Information

11.1. Certain authorities or countries do not allow the sale of CFDs. The Policy is not intended for any jurisdiction or country where its publishing, availability, or distribution would be in violation of local laws or regulations, such as the United States of America. The Policy is not an offer, invitation, or solicitation to buy or sell CFDs. Without previous written permission, it may not be duplicated or disclosed (in whole or in part) to any other person. The Policy is not meant to be the sole indicator for evaluating a client's decision to trade in Contracts for Difference (CFDs).