

CMC Spreadbet Plc (referred to below as “CMC Spreadbet”, “CMC”, “we”, “us” or “our”) is committed to treating you fairly and acting in your best interests when we execute your Orders. In this document, we summarise the process by which the NG Platform and the MT4 Trading System executes your Orders in accordance with our regulatory duty to take all sufficient steps to obtain the best possible result for you. When you enter into a Bet and/or Countdown through the Platform you consent to your Orders being executed in the manner described below, outside of a Trading Venue.

The words and expressions in this document that begin with capital letters have the meanings set out in Schedule 3 of our Financial Betting Terms of Business.

1. Key points.

This section identifies the key points of this order execution policy summary.

- 1.1 We are the sole execution venue for your Orders. This means that your Orders are executed via a bilateral transaction with us as the counterparty to your trades, through the Platform and not through a transaction on any Trading Venue or other external execution venue.
- 1.2 The Platform is fully automated for pricing and Order execution. By placing an Order, you are giving the Platform an instruction to place that Order on your Account on the basis of the Prices and/or Settlement Prices (as applicable) generated by the Platform. Please see our Financial Betting Terms of Business and our Website for further details on how your Orders are placed and executed, as well as further details on pricing.
- 1.3 Our Prices and Settlement Prices are electronically generated by the Platform, and such Prices and Settlement Prices may be different to prices generated by Trading Venues, other markets, execution venues or providers. The Prices and Settlement Prices for a Product may differ depending on whether they relate to a Bet or Countdown.
- 1.4 You must contact our client management team to enter into or close a Bet relating to a Manual Product.
- 1.5 In accordance with the Financial Betting Terms of Business, where you have appointed an introducing broker, discretionary investment manager or similar person as an Authorised Person to act on your behalf and that person also acts on behalf of other clients of CMC Spreadbet, the Authorised Person may decide to place a single, aggregated order for Bets for multiple clients in respect of a Product and then allocate a portion of that order to you to represent your Order. We are not responsible for the aggregation and allocation of such orders, and such aggregation and allocation may operate to your disadvantage.
- 1.6 As a result of rapid price movements, the Price at which the Platform executes an Order for a Bet may be less or more favourable to you than the Price displayed on the Platform when you place the Order.
- 1.7 You can find our most recent execution quality data on our Website.
- 1.8 Section A of this document applies to all clients. Section B of this document applies to Professional Clients and Eligible Counterparties only.

If you have an Account to use the MT4 Trading System, please note the following additional key points:

- 1.9 The MT4 Platform is licensed to CMC by MetaQuotes Ltd (“MetaQuotes”), an unaffiliated third party. We use the MT4 Platform’s order management and order triggering software in conjunction with our Prices and Order execution. The MT4 Platform is a standalone trading platform from our other trading platforms.
- 1.10 CMC relies on MetaQuotes’ software to provide us with Order data, including Pending Orders. In the event of differences between the NG Platform and the MT4 Trading System, we will take all reasonable steps to reconcile the difference as appropriate.
- 1.11 By placing an Order, you are giving the MT4 Trading System an instruction to place that Order on your Account on the basis of our Prices. Please see our Financial Betting Terms of Business and our Website for further details on how your Orders are placed and executed, as well as further details on pricing.
- 1.12 An Order will only be deemed to be received by our Back Office Platform at the time at which the Back Office Platform actually receives it, which may not be immediately after you submit that Order in the MT4 Platform.
- 1.13 It is possible that before the Back Office Platform receives a Limit Order, Take Profit Order, Stop Order or Stop Loss Order from the MT4 Platform, numerous Price updates will have occurred. See clauses 3.3 and 3.4 below for further details.

SECTION A – APPLICABLE TO ALL CLIENTS

2. How the NG Platform handles the different types of Orders for Bets.

- 2.1 This clause 2 provides information on the different types of Orders for Bets placed on the NG Platform, including the standard and alternate triggers for the execution of such Orders. Not all of the types of Orders listed in this clause 2.1 may be available in relation to Spread Bet Options. There may be times when we reject a Market Order as a result of the way in which you trade, for example the speed and volume at which you are trading, or

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as a result of an invalid price following a price check undertaken by us. For the avoidance of doubt, this applies whether you trade directly through the NG Platform or through an Application Programming Interface (API) and may be more likely when you trade via an API.

- 2.2 Market Order The NG Platform will execute a Market Order to sell at the first available Sell Price and a Market Order to buy at the first available Buy Price, and will do so as soon as possible after the Order is accepted, provided the Market Order is made during Trading Hours and that the NG Platform is available at the time the Market Order is made. The Sell Price or Buy Price will always reflect the size of the Market Order and the corresponding Price on the Price Ladder at the time of execution. The NG Platform will automatically cancel (and not execute) a Market Order if the first available Sell Price or Buy Price is outside of any preferences in relation to Orders that you have set in your Account.
- 2.3 Limit Order A Limit Order to buy at a Target Price will be executed at the Target Price or lower, when the Buy Price is equal to or lower than the Target Price.
A Limit Order to sell at a Target Price will be executed at the Target Price or higher, when the Sell Price is equal to or higher than the Target Price.
Commencing the opening price, price improvements will not be passed on to you during market hours or auction periods.
- 2.4 Take Profit Order A Take Profit Order to buy at a Target Price will be executed at the Target Price or lower, when the Buy Price is equal to or lower than the Target Price.
A Take Profit Order to sell at a Target Price will be executed at the Target Price or higher, when the Sell Price is equal to or higher than the Target Price.
Commencing the opening price, price improvements will not be passed on to you during market hours or auction periods.
- 2.5 Roll-Over An Auto Roll-Over on a sell Bet on any particular Forward will be carried out by the NG Platform automatically executing a Market Order to buy at the Level 1 Buy Price (regardless of the size of the Order). This Order will be executed (if possible) after the Last Roll-Over Date but on or before the Expiry Date. The NG Platform will then immediately execute a Market Order to enter into a sell Bet on a Forward based on the same underlying asset but with the next available Expiry Date, at the Level 1 Mid-Price.
An Auto Roll-Over on a buy Bet will be executed on the same basis, save that the NG Platform will automatically execute a Market Order to sell at the Level 1 Sell Price and the corresponding Market Order will be to enter into a buy Bet at the Level 1 Mid-Price.
A Manual Roll-Over on a sell Bet on any particular Forward will be carried out on your instructions by the NG Platform executing a Market Order to buy at the Level 1 Buy Price (regardless of the size of the Order) as soon as possible after the Manual Roll-Over is accepted by the NG Platform (provided that this is before the Last Roll-Over Date). The NG Platform will then immediately execute a Market Order to enter into a sell Bet on a Forward based on the same underlying asset but with the next available Expiry Date, at the Level 1 Mid-Price.
A Manual Roll-Over on a buy Bet on any particular Forward will be executed on the same basis, save that the NG Platform will execute a Market Order to sell at the Level 1 Sell Price and the corresponding Market Order will be to enter into a buy Bet on a Forward at the Level 1 Mid-Price.
Any Pending Orders on a Forward on which a Bet is being closed as part of a Roll-Over will automatically be cancelled by the NG Platform, and an equivalent Pending Order with an equivalent Target Price will be placed automatically by the NG Platform on any Forward (based on the same underlying asset but with the next available Expiry Date) on which a new Bet is being entered into as part of the Roll-Over.
A Roll-Over on any Bet on any particular Forward will not be executed if a Forward based on the same underlying asset but with a later Expiry Date is not available at the time the Roll-Over would otherwise have been carried out. In such circumstances, the Bet will be closed at the Expiry Date and settled on the Cash Settlement Date, with any relevant Pending Orders also cancelled on the Cash Settlement Date.
- 2.6 Stop Entry Order **Standard triggers**
Unless you elect otherwise:
- a Stop Entry Order to buy at a Target Price will be executed when the Buy Price for the Level 1 Price is equal to or higher than the Target Price and will be executed at the first available Buy Price on the Price Ladder corresponding to the size of your Order at the time the NG Platform executes the Order; and

- a Stop Entry Order to sell at a Target Price will be executed when the Sell Price for the Level 1 Price is equal to or lower than the Target Price and will be executed at the first available Sell Price on the Price Ladder corresponding to the size of your Order at the time the NG Platform executes the Order.

A Stop Entry Order is not guaranteed and may be subject to gapping.

Alternate triggers

Alternatively, you can elect to use the Level 1 Mid-Price as the trigger for your Stop Entry Order. In these circumstances, the procedure is the same as under the standard triggers detailed above, save that references to the Level 1 Price should be replaced by the Level 1 Mid-Price.

Alternatively, you can elect to use the opposite Level 1 Price as the trigger for your Stop Entry Order. In these circumstances, the procedure is the same as under the standard triggers detailed above, save that the reference price for a Stop Entry Order to buy is the Level 1 Sell Price, and the reference price for a Stop Entry Order to sell is the Level 1 Buy Price.

In each case, whether you use a standard trigger or one of the alternate triggers:

- the NG Platform will automatically cancel (and not execute) a Stop Entry Order if the first available Sell Price or Buy Price is outside of any preferences in relation to Orders that you have set in your Account; and
- the Price at which the Order will be executed may be less favourable to you than the Target Price.

2.7 Stop Loss Order

Standard triggers

Unless you elect otherwise:

- a Stop Loss Order to buy at a Target Price will be executed when the Buy Price for the Level 1 Price is equal to or higher than the Target Price and will be executed at the first available Buy Price on the Price Ladder corresponding to the size of your Order at the time the NG Platform executes the Stop Loss Order; and
- a Stop Loss Order to sell at a Target Price will be executed when the Sell Price for the Level 1 Price is equal to or lower than the Target Price and will be executed at the first available Sell Price on the Price Ladder corresponding to the size of your Order at the time the NG Platform executes the Stop Loss Order.

A Stop Loss Order is not guaranteed and may be subject to gapping.

Alternate triggers

Alternatively, you can elect to use the Level 1 Mid-Price as the trigger for your Stop Loss Order. In these circumstances, the procedure is the same as under the standard triggers detailed above, save that references to the Level 1 Price should be replaced by the Level 1 Mid-Price.

Alternatively, you can elect to use the opposite Level 1 Price as the trigger for your Stop Loss Order. In these circumstances, the procedure is the same as under the standard triggers detailed above, save that the reference price for a Stop Loss Order to buy is the Level 1 Sell Price, and the reference price for a Stop Loss Order to sell is the Level 1 Buy Price.

In each case, whether you use a standard trigger or one of the alternate triggers, the Price at which the Order will be executed may be less favourable to you than the Target Price.

2.8 Trailing Stop Loss Order

Standard triggers

Unless you elect otherwise:

- a Trailing Stop Loss Order to buy at a Target Price will be executed when the Buy Price for the Level 1 Price is equal to or higher than the Target Price and will be executed at the first available Buy Price on the Price Ladder corresponding to the size of your Order at the time the NG Platform executes the Trailing Stop Loss Order; and
- a Trailing Stop Loss Order to sell at a Target Price will be executed when the Sell Price for the Level 1 Price is equal to or lower than the Target Price and will be executed at the first available Sell Price on the Price Ladder

corresponding to the size of your Order at the time the NG Platform executes the Trailing Stop Loss Order.

A Trailing Stop Loss Order is not guaranteed and may be subject to gapping.

Alternate triggers

Alternatively, you can elect to use the Level 1 Mid-Price as the trigger for your Trailing Stop Loss Order. In these circumstances, the procedure is the same as under the standard triggers detailed above, save that references to the Level 1 Price should be replaced by the Level 1 Mid-Price.

Alternatively, you can elect to use the opposite Level 1 Price as the trigger for your Trailing Stop Loss Order. In these circumstances, the procedure is the same as under the standard triggers detailed above, save that the reference price for a Trailing Stop Loss Order to buy is the Level 1 Sell Price, and the reference price for a Trailing Stop Loss Order to sell is the Level 1 Buy Price.

In each case, whether you use a standard trigger or one of the alternate triggers:

- the Prices at which the Order will be executed may be less favourable to you than the Target Price; and
- the Target Price of a Trailing Stop Loss Order is adjusted in the direction of your Bet by the NG Platform and is calculated from the most favourable Price in respect of that Bet since that Order was last modified plus/minus (as relevant) the Stop Distance, as set by you.

2.9 Guaranteed Stop Loss Order or GSLO A Guaranteed Stop Loss Order to buy at a Target Price will be executed when the Buy Price for the Level 1 Price on the Price Ladder (regardless of the size of your Order) is equal to or higher than the Target Price and will be executed at the Target Price.

A Guaranteed Stop Loss Order to sell at a Target Price will be executed when the Sell Price for the Level 1 Price on the Price Ladder (regardless of the size of your Order) is equal to or lower than the Target Price and will be executed at the Target Price.

In each case:

- the Guaranteed Stop Loss Order will only ever be executed at the Target Price; and
- the Target Price for any Guaranteed Stop Loss Order must meet the GSLO Minimum Distance at the time the Guaranteed Stop Loss Order is placed (including by modifying another type of Pending Order), unless it is a Pending Order on a Forward and the Bet is being placed automatically by the NG Platform as part of a Roll-Over (in which case clause 2.5 of this Order Execution Policy will apply).

2.10 The NG Platform may aggregate any Stop Loss Order, Trailing Stop Loss Order or Stop Entry Order to either buy or sell the same Product which are triggered by the same Price and which are due to be executed by the NG Platform at the same time. Such Orders will be executed at the first available Buy Price or Sell Price (as applicable) on the Price Ladder corresponding to the size of the relevant aggregated Orders.

2.11 This clause 2.11 provides information on the different types of Orders that may be available to you for Spread Bet Options. These types of Orders are in addition to those types of Orders detailed above, save that the types of Orders in this clause 2.11 may only be placed in relation to Spread Bet Options. There may be times when we reject a Protected Immediate or Cancel Market Order as a result of the way in which you bet, for example the speed and volume at which you are betting, or as a result of an invalid price following a price check undertaken by us. For the avoidance of doubt, this applies whether you trade directly through the Platform or through an Application Programming Interface (API) and may be more likely when you trade via an API.

Limit Immediate or Cancel Order An Order to buy or sell a Spread Bet Option as soon as possible after it is transmitted to the Platform with a specific price limit set by you provided that the Limit IoC Order is submitted during Trading Hours and the Platform is available at the time the Order is made. A Limit IoC Order will be filled in accordance with the specified limit price immediately, either fully or partially, or cancelled if it cannot be filled. If a partial fill occurs, then a partial cancellation of the unfilled portion of the Order will occur.

Protected Market IoC Order An Order to buy or sell a Spread Bet Option as soon as it is transmitted to the Platform provided that the Protected Market IoC Order is submitted during Trading Hours and the Platform is available at the time the Order is made. The intent of the "protected" aspect of the Order is that it limits the level of slippage that you may be subject to, but this is not guaranteed.

When placing a buy Order, a price set by the Platform and detailed on the Order Ticket will be the maximum price at which any portion of the Protected Market loC Order will be executed (the **Maximum Execution Price**).

When placing a sell Order, a price set by the Platform and detailed on the Order Ticket which will be the minimum price at which any portion of the Protected loC Order will be executed (the **Minimum Execution Price**).

Once the Order is submitted and accepted by the Platform, it will convert into a Limit loC Order with either the Maximum Execution Price or Minimum Execution Price as the limit price.

Market loC Order (may only be placed by CMC)

An Order to buy or sell a Spread Bet Option as soon as possible after it is transmitted to the Platform provided that the Market loC Order is submitted during Trading Hours and the Platform is available at the time the Order is made. This order type will be used for risk management purposes including where the Platform or the Client Management Team carries out an Account Close Out.

This means that there are no specified price limits in relation to this Order type. If a partial fill occurs, a partial cancellation of the unfilled portion of the Order may occur.

3. How the MT4 Trading System handles the different types of Orders for Bets.

This clause 3 provides information on the different types of Orders for Bets placed on the MT4 Trading System. Orders listed below are managed and triggered in the MT4 Trading System and executed by CMC.

- 3.1 Market Order The MT4 Trading System will execute a Market Order to sell at the first available Sell Price and a Market Order to buy at the first available Buy Price, and will do so as soon as possible after the Order is accepted, provided the Market Order is made during Trading Hours and that the MT4 Trading System is available at the time the Market Order is made. Notwithstanding our general right to reject any Order for any reason, there may be times when we reject a Market Order as a result of, among other things, the speed and volume at which you are trading.
- 3.2 Limit Order / Take Profit Order A Limit Order or Take Profit Order to buy at a Target Price will be executed at the Target Price or lower, when the Buy Price is equal to or lower than the Target Price. A Limit Order or Take Profit Order to sell at a Target Price will be executed at the Target Price or higher, when the Sell Price is equal to or higher than the Target Price.
- 3.3 Stop Order / Stop Loss Order A Stop Order or Stop Loss Order to buy at a Target Price will be executed when the Buy Price is equal to or higher than the Target Price and will be executed at the first available Buy Price at the time the MT4 Trading System executes the Order or at the target price if the first available Buy Price is lower than the Target Price. A Stop Order or Stop Loss Order to sell at a Target Price will be executed when the Sell Price is equal to or lower than the Target Price and will be executed at the first available Sell Price at the time the MT4 Trading System executes the Order or at the target price if the first available Sell Price is higher than the Target Price. Stop Orders and Stop Loss Orders are not guaranteed and may be subject to gapping. It is not possible to attach guaranteed stop loss orders to Positions on the MT4 Trading System.
- 3.4 Trailing Stop A Trailing Stop is an algorithm that manages Stop Loss Orders. A Trailing Stop will automatically place a Stop Loss Order on a Bet once that Bet is in profit by at least the points value of the Trailing Stop (e.g. if the value of the Trailing Stop is 15 points then the Bet will need to be in profit by at least 15 points for the Stop Loss Order to be placed). Subsequently, if the Bet becomes more profitable the Trailing Stop will adjust the Stop Loss Order to keep the distance from the Price of the Stop Loss Order equal to the points value of the Trailing Stop. The Stop Loss Order will be executed in accordance with clause 3.3 above. A separate Stop Loss Order can be placed on a Bet alongside a Trailing Stop. In this scenario, as only one Stop Loss Order can exist on a Bet at a time, once the Trailing Stop is activated it will adjust the previous separately placed Stop Loss Order.
- Important:**
If multiple Bets in the same Product have a Trailing Stop associated with them, only the most recent Trailing Stop to be activated is adjusted.
A Trailing Stop will only work whilst you remain logged in to your Account and the MT4 Platform and are connected to the internet.

- 3.5 Opening a new Bet in the opposite direction to an existing Bet will not close the original Bet as there is no netting in place on Bets placed on the MT4 Trading System.
- 3.6 You cannot open, amend or close Orders on the NG Platform. You must use the MT4 Platform to trade with CMC. To view your Orders, you must log in to the MT4 Platform.
- 3.7 The NG Platform will display all your open Bets and Positions. However, any attached Orders will not be displayed in the NG Platform.
- 2.8 The MT4 Trading System does not check available funds when a Pending Order is placed. If you do not have funds to cover the Order at the time of execution, the Pending Order will be cancelled.
- 2.9 The MT4 Trading System displays multiple Prices for a particular Product based on the size of the Order. This feature is referred to as "Price Depth". Due to technical restraints outside of our control, Price Depth will only be displayed via the account history section of the Back Office Platform after execution of the relevant Trade. You acknowledge that this may result in the execution of Trades at Prices that are less favourable than the Price displayed on the MT4 Platform at the time of submission of the Order.

4. Factors we consider when determining best execution.

- 4.1 When executing Orders, we will take all sufficient steps to obtain the best possible result for you taking into account the type of financial instrument the Order relates to, and other execution factors.
- 4.2 We will take into account the following execution factors when executing your Order, ranked in order of importance from highest to lowest:
 - 4.2.1 Price;
 - 4.2.2 speed of execution;
 - 4.2.3 likelihood of execution and settlement;
 - 4.2.4 size of your Order; and
 - 4.2.5 other costs including the Currency Conversion Rate (only applicable to Spread Bet Options)

5. Prices generated by the Platform

This section provides you with information about Prices and the execution of your Orders.

- 5.1 The best possible result when executing your Order will be determined in terms of the total consideration (i.e. the price of your Order and costs related to execution).
- 5.2 The Prices of Products are generated electronically by the Platform. These Prices will take into account market data from various sources, in order to enable us to check whether our Prices are fair and we are delivering on our best execution obligation. In some circumstances, such as with Spread Bet Options, Bets will relate to Products for which we are the sole market maker, meaning the unavailability of those Products may limit your ability to open or maintain a Bet relating to such Products. However, Prices may not match prices that you see elsewhere (including prices quoted on Trading Venues or by other providers). Prices include our reasonable margin.
- 5.3 Market fluctuations and technical conditions, in addition to Circumstances Outside of Our Control, may mean that the Prices you see on your device or which you are provided by our client management team (if applicable) when you place an Order, may not be identical to the Price at which the Bet is executed. If changes occur in the applicable Price between the time an Order is placed by you and the time the relevant Order is received by us or the Order is executed by the Platform, the Order is generally executed at (or by reference to) the Price applicable when the Order is executed by the Platform. This may either be to your advantage or disadvantage.
- 5.4 The MT4 Trading System displays multiple Prices for a particular Product based on the size of the Order. This feature is referred to as "Price Depth". Due to technical restraints outside of our control, Price Depth will only be displayed via the account history section of the Back Office Platform after execution of the relevant Trade. You acknowledge that this may result in the execution of Trades at Prices that are less favourable than the Price displayed on the MT4 Platform at the time of submission of the Order.
- 5.5 There will be times when circumstances may prevent the Platform from generating Prices or affect the Prices being generated. Please refer in particular to clauses 4.2.1 ("Accessing the Platform") and 8.2 ("Circumstances Outside Our Control") as well as paragraph 10 of Schedule 1 ("Corporate Actions, Adjustment Events and Insolvency") of our Financial Betting Terms of Business for more information.
- 5.6 Please refer to the 'Our Pricing' section of the Website for further information on pricing.

6. Currency Conversion Rates generated by our Platform

This section provides you with information about the Currency Conversion Rate.

- 6.1 When you enter into or place an Order on a Spread Bet Option, all calculations will be undertaken in the currency in which the relevant Product is denominated, the Product Currency, before being converted into your Account Currency at the Currency Conversion Rate and applied to your Account.
- 6.2 As with Prices, the Currency Conversion Rate for any particular currency pair is generated electronically by our Platform and may not match currency conversion rates that you see elsewhere (including official currency conversion rates and the currency pairs on our platform).
- 6.3 Where relevant, we will provide you with the Currency Conversion Rate used to convert amounts in a Product Currency into your Account Currency.

7. Size, speed and likelihood of execution

This section provides you with information about the speed at which the Platform executes Orders, the likelihood of execution, and size of Orders for Bets.

- 7.1 The Platform executes Orders (except Orders for Manual Products) on an automated basis and does not rely on any manual intervention or dealing. However, Orders for Manual Products are executed by our client management team.
- 7.2 The Platform will, apart from in a limited number of exceptions, execute Orders as soon as practicable following receipt. The Platform will only execute Orders during Trading Hours.
- 7.3 The Platform will accept or reject Orders or the modification of Pending Orders in accordance with their respective Attributes and our Financial Betting Terms of Business, including if any applicable limits would be breached and/or you have or would have an insufficient Account Revaluation Amount (if using the NG Platform) or Account Value (if using the MT4 Trading System) to cover your Margin, where your Account Revaluation Amount or Account Value (as applicable) is below the applicable Close-Out Level or you have insufficient Cash to pay any premium (if applicable).
- 7.4 If the Platform has accepted an Order, there may still be circumstances which prevent or otherwise affect the execution of an Order, for instance, where doing so would breach any applicable limit where market restrictions apply, where you have or would have an insufficient Account Revaluation Amount or Account Value (as applicable) to cover your Margin, where your Account Revaluation Amount or Account Value (as applicable) is below the applicable Close-Out Level or any circumstance under clauses 4.2.1 ("Accessing the Platform"), and 8.2 ("Circumstances Outside Our Control") and paragraph 10 of Schedule 1 ("Corporate Actions, Adjustment Events and Insolvency") of our Financial Betting Terms of Business.
- 7.5 The Platform automatically considers the size of your Order for Bets at the point of execution.
- 5.7 Please note that the Price for Orders submitted on the MT4 Trading System will reflect the size of the Order and the corresponding level of Price Depth at the time of execution.
- 7.6 Our client management team rather than the Platform execute Orders for Manual Products.

8. Factors not taken into account when executing Orders.

This section outlines the factors the Platform does not take into account when executing Orders.

- 8.1 Except as described in section 2 above for Orders for Bets, the Platform and/or our client management team do not differentiate between the different types of Orders.
- 8.2 We are the sole execution venue for all Orders. We will not use any other execution venues to execute your Orders. Accordingly, this Order Execution Policy Summary does not include a list of other execution venues.

9. How your Bets are closed without instructions from you.

- 9.1 There are some circumstances where the whole or a portion of your Bets will be closed without instructions from you. This includes where Account Close-Out occurs, where you fail to reduce any Position to below the applicable limit within the relevant time limit specified by us, where we exercise our rights to close your Bets. Please refer to our Financial Betting Terms of Business for more information.
- 9.2 Unless closed by you or us beforehand, any Bet will be closed and settled by the Platform automatically at the time and date of expiry on a Forward (and any Pending Order will also be cancelled on this basis).
- 9.3 Where the whole or a portion of your Bets and/or Positions are to be closed without instructions from you, or Account Close-Out is to occur in accordance with the elections you have made in your Account, certain procedures apply. Further information on these procedures can be found on the NG Platform.

- 9.4 We reserve the right to aggregate any Bets placed on the NG Platform in the same Product being closed at or around the same time and execute the relevant Market Orders to close those Bets at the corresponding Price on the Price Ladder for an Order of the size of the aggregated Bets.
- 9.5 If an Account using the MT4 Trading System falls below the Close-Out Level, the MT4 Trading System will initiate a full Account Close-Out and will close all Bets in Products that are currently pricing at the prevailing Price when the liquidation orders are received.

10. Specific instructions.

- 10.1 Since there is no external market for our Products, your Orders can only be executed on the Platform and/or through our client management team. Any instruction to execute your Order on a different execution venue will lead to rejection of your Order.
- 10.2 If you provide us with instructions on how to execute your Order, complying with those instructions may prevent us from taking the steps that we set out in this Order Execution Policy to obtain the best possible result for the execution of your Order. In those circumstances, our execution in accordance with your instructions will be deemed best execution.

11. Monitoring and review.

- 11.1 We will regularly monitor and review our policies and procedures and associated arrangements in order to ensure we comply with our regulatory obligations, making appropriate amendments if necessary.
- 11.2 You can find our most recent execution quality data on our Website.
- 11.3 We will notify you in writing of any material changes to this document.

SECTION B – APPLICABLE TO PROFESSIONAL CLIENTS AND ELIGIBLE COUNTERPARTIES ONLY

1. Key points.

- 1.1 If we have agreed to provide you with an additional service, you must contact our client management team to enter into or close a Bet relating to a Manual Order. Our client management team will provide the relevant Price and other terms relating to the opening or closing of that Bet which you will be free to accept or reject.
- 1.2 The Settlement Price for Countdowns is a reference price used to determine whether the particular event applicable to the relevant Countdown has occurred. Countdowns are executed in accordance with clause 3 of section B below.

2. How the Platform handles Orders for Countdowns.

- 2.1 For the avoidance of doubt, clause 2 of section A of this Order Execution Policy Summary is not applicable to Countdowns. Please also note that Countdowns are not available on the MT4 Trading System.
- 2.2 Whether you win or lose a Countdown will be determined by whether you are correct in your prediction that the Settlement Price will be above or below the Countdown Opening Price at the time of expiry. The Countdown Opening Price and Settlement Price do not determine your Countdown Profit, and your potential loss for any individual Countdown is limited to the size of your Stake. Further details on how we calculate Countdown Profit are provided on the NG Platform.
- 2.3 The NG Platform will display the Countdown Opening Price available for any Product and the Countdown Opening Price you have selected when opening any particular Countdown.
- 2.4 The Settlement Price is the reference price used to determine whether the particular event applicable for the relevant Countdown has happened. It will be described or displayed on the NG Platform. All Countdowns will be settled against the Settlement Price of the relevant Product applicable at the expiration of the relevant Countdown.
- 2.5 All Countdowns open on the same Product at the same time on an Account are aggregated and subject to netting for the purposes of calculating the size of your Position in the relevant Product.
- 2.6 Orders used to enter Countdowns in the same Product will, if and when executed, open a new Countdown, even if there is already an open Countdown in the same Product in the opposing direction.

3. Settlement Prices generated by the NG Platform.

- 3.1 Fluctuations in financial markets and/or technical considerations, will affect Settlement Prices. Circumstances Outside of Our Control, may mean that the Settlement Prices you see on your device and/or which you are provided by our client management team when you place an Order, may not be identical to the Settlement Price used to determine whether you have lost a Countdown. Clauses 5.2 and 5.3 of section A above will apply equally to Settlement Prices.

4. Currency Conversion Rates generated by the NG Platform.

- 4.1 All Countdowns will be denominated in the Account Currency.

5. Size, speed and likelihood of execution.

- 5.1 Manual Orders are executed by our client management team. Our client management team may, in their sole discretion and with your consent, waive any applicable limits for Manual Orders.

5.2 Clauses 8.3 and 8.4 of section A above will also apply if you have or would have an insufficient Account Revaluation Amount to cover your Stake or any circumstance under paragraph 7 of Schedule 2B ("Pricing Errors") of our Financial Betting Terms of Business applies.

6. How your Bets are closed without instructions from you.

6.1 If we have agreed to provide you with an additional service, you may be subject to different Account Close-Out procedures.

7. How your Countdowns are closed.

7.1 Once a Countdown has been entered into, it cannot be closed by you. Countdowns will be closed and settled by the NG Platform automatically on expiration of the Countdown although there may be some instances where they are settled manually.

7.2 Countdowns will not be closed during Account Close-Out.