
BEST EXECUTION POLICY

Z Trading & Technology Inc.



1. Overview

- 1.1. The Best Execution Policy of Z Trading & Technology (Z Trading) outlines the measures taken by the company to achieve the optimal outcome for clients when executing their orders on trading venues. This Policy describes how the company receives and transmits client orders to ensure that the best possible result is achieved for the clients.
- 1.2. This Policy is included as a component of the Client Agreement offered by Z Trading, and it is also accessible on the company's website. When you enter into an agreement with Z Trading, you are acknowledging and accepting the terms of this Policy. It is recommended that you read this Policy alongside the Z Trading Client Agreement to ensure full comprehension of the terms and conditions of the agreement.
- 1.3. When you establish a Trading Account, you give your consent and agreement to the understanding that your orders will be conducted beyond the realm of a Regulated Market.
- 1.4. The Company fulfills Customer Orders relating to Contracts for Difference (CFDs), commodities, indices, precious metals and currency pairs (FX).
- 1.5. To ensure your safety and well-being, we strongly advise you to carefully review this Policy along with any other relevant documents and materials that are accessible on our website before commencing any transactions or opening an account with us.
- 1.6. All orders are carried out through a direct agreement with us. We are the opposite party in all transactions, and we will act as the main party rather than an agent representing you. All transactions will be done on a principal-to-principal basis without providing any advice.
- 1.7. Z Trading uses its MT5 trading platform to process your order. The company strives to obtain the best possible trading outcome for you, taking into account various factors such as the size and nature of your order, the speed of execution and settlement, the market conditions, and the available market prices. In doing so, Z Trading considers a range of execution factors that may sometimes overlap or conflict with each other.
- 1.8. Z Trading aims to maintain uniform standards and procedures in all markets, with all clients, and for all financial instruments it operates, to the best of its ability.
- 1.9. Z Trading aims to provide fair access to tradable prices to all market participants as much as possible without any discrimination. However, since there are various markets and instruments with different characteristics, and orders that clients may place may differ, different factors have to be considered for each transaction. Nonetheless, Z Trading strives to maintain consistent standards and processes across all markets, clients, and financial instruments.
- 1.10. This policy is relevant for both individual customers and corporate clients when they carry out transactions involving financial instruments.

2. Execution of Orders

- 2.1. To initiate a Trade, you must submit an Order through the Trading Platform that the company use MT5, which is operated by the Z Trading servers in the Provider's time zone. Orders cannot be placed through other communication channels like telephone, email, fax, SMS, social media, or any other electronic communication.
- 2.2. You are only allowed to place an Order if you have enough funds in your account and meet the Margin requirements outlined in the Client Agreement, Best Execution Policy and Credit Term and Conditions. The Trading Platform will determine if you have sufficient funds available to place an Order, and this information takes precedence over other indicators of your account balance. It is your responsibility to monitor your Account balance and add more funds as needed to meet the Margin requirements.
- 2.3. An Order will be considered received by the Trading Platform only when the Platform receives it. Placing an Order does not guarantee the execution of a Trade, and we may reject your Order without providing an explanation. Until an Order has been executed, both you and we may modify or cancel any pending Order at any time, subject to the terms of the Agreement.
- 2.4. When you use the Trading Platform to enter into Trades, you are agreeing to have your Orders executed based on our Client Agreement and Best Execution Policy. We have the right to reject, modify or cancel your Orders, and we may also refuse to accept any instructions for any reason at our sole discretion. You can view a record of executed or rejected Orders on the Trading Platform. Orders can only be placed or modified during the published trading hours, which it is your responsibility to monitor.
- 2.5. During regular market hours, we provide prices for transactions within specific size limits and also outside those limits, as determined by us from time to time, provided the underlying market is not closed or suspended. This is subject to the terms and conditions that allow our clients to engage in such transactions.
- 2.6. Trading hours for certain trades are limited and may vary depending on different factors such as national holidays, daylight savings, and market suspensions. This information is available on our online platforms, which we try to keep updated. However, we do not have any obligation or liability to ensure its accuracy. It's important to note that not all trades can be opened or closed 24 hours a day. That's why, when the market is open and can get quotes from the platform, the customers order to buy and sell can be placed.
- 2.7. Z Trading may allow a customer to request a closing price for a transaction on the trading platform using a "Close with Loss" or "Close with Profit" order. This is subject to the terms and conditions outlined in the agreement and any other terms that Z Trading may introduce from time to time.
- 2.8. "Close with Loss" order refers to the customer's request to close a transaction at a predetermined price that is lower than the opening transaction price in the case of a buy transaction or higher than the opening price in the case of a sell transaction.

- 2.9. "Close at Profit" order, on the other hand, refers to the customer's request to close a transaction at a predetermined price that is higher than the opening transaction price in the case of a buy transaction or lower than the opening price in the case of a sell transaction.
- 2.10. When a customer's order is accepted by Z Trading, the customer grants authorization to Z Trading to close the transaction at the previously agreed "Close with Loss" or "Close with Profit" price, as applicable, without requiring any additional instruction or notification from the customer.
- 2.11. The customer acknowledges and accepts that market volatility and other factors beyond Z Trading's control can prevent the execution of a "Close with Loss" order at the specified price in the customer's order. In such cases, Z Trading will execute the transaction at the next available best price.
- 2.12. The company has the right to decline or refuse any orders, requests, or instructions from the client for financial instruments trading for various reasons. These reasons may include situations such as market opening orders, abnormal market conditions, insufficient available funds, unreasonable number of requests, doubts about the legality or genuineness of the order, absence of essential details, insufficient transaction size, absence of a quote or error in quote, internet connection or communication disruptions, force majeure events, suspected or actual events of default, notice of termination of agreement, failure to meet a margin call, temporarily blocked or dormant client account, and any prohibited actions or trading techniques.

3. Execution Venues

- 3.1. Z Trading obtains price feeds from various liquidity providers, which is crucial during abnormal market conditions, including times of high volatility, to ensure that the company can still offer its Clients competitive prices. Z Trading has chosen to appoint multiple liquidity providers, who also serve as technology providers for the firm.
- 3.2. Z Trading has identified liquidity providers that it believes can offer the best possible trading results for its clients, taking into account various factors such as the nature of their transactions, establishment as firms, regulatory authorization, risk management policies, reputation in the market, financial standing and credit rating, compliance and risk management policies, and track record in relevant markets. Z Trading has taken reasonable measures to ensure that the selected liquidity providers obtain the best possible trading results for its clients, considering client categorizations and assessing potential risks. The liquidity providers have also completed a due diligence questionnaire and provided necessary verification documentation.

4. Execution Factors

- 4.1. The liquidity providers have the authority to decide on the factors they need to consider to provide the best possible trading outcome for you. The markets in which Z Trading operates have listed certain execution factors, which are not limited to, but include:

4.1.a. Price and costs of execution:

The Company calculates the bid/ask spread with reference to a range of underlying price providers and data sources to ensure competitive pricing. The Company updates its prices as frequently as possible.

Pending Orders are executed at the ASK price for Buy Limit, Buy Stop, Stop Loss, and Take Profit orders for short positions, and at the BID price for Sell Limit, Sell Stop, Stop Loss, and Take Profit orders for long positions. The minimum level for placing such orders is specified in the Client Agreement and/or the Company's website. The Client may be required to pay commissions or financing fees when opening a position in certain types of instruments, and the details of these costs are available on the Company's website. These costs are not incorporated into the Company's quoted prices and are instead charged explicitly to the Client account. The Company reserves the right to apply these costs in the future with prior notice to the Client.

4.1.b. Likelihood, speed of execution and likelihood of settlement:

In regards to speed of execution, the Company prioritizes offering high speed of execution for client orders while acknowledging limitations due to technology and communication links. Clients with poor internet connections may experience delays in order execution.

Likelihood of execution is dependent on the availability of prices at the execution venue(s) arranged by the Company. It may not be possible to execute an order during volatile markets, rapid price movements, insufficient liquidity, or force majeure events. The Company may decline or refuse to execute an order at its discretion and without notice to the client.

Likelihood of settlement is determined by the execution of transactions. Our trading platform offers financial instruments that don't require any physical delivery of the underlying assets. As a result, there is no settlement involved.

4.1.c. Size, nature and characteristic of the order:

Transactions in currency trading are typically in one lot or less, which makes them highly liquid. However, not all liquidity providers cover all instruments, and the nature of the order may determine which liquidity provider is used. Z Trading may limit the number of trades or total net position value per profile for a specific instrument. If this happens, the company will try to notify clients before implementing the limit. Financial instruments are measured in lots, and the minimum trade volume is available on the company's website. Clients should keep this in mind when trading.

4.1.d. Spread, Fees and Costs

Z Trading offers continuous presentation of bid/ask prices in milliseconds, allowing for trades to be executed at the best available prices during high liquidity. While attempting to provide competitive spreads at all times, market conditions may cause them to vary. Details of spreads are available on the website and the MetaTrader 5 platform, but they are indicative only, and clients should check news announcements and be aware of events that could impact market volatility and liquidity.

Commission may be payable by customers for opening and closing certain positions. Any new charges will be posted on the website at least 7 days before taking effect.

Incidental banking-related fees may also apply, as well as charges for statements, order cancellations, account transfers, telephone orders, or fees imposed by regulatory or self-regulatory organizations. Commission charges may apply for some markets and will be disclosed to clients as required.

4.1.e. Overnight Interest/Swap fee

For certain financial instruments, the value of open positions may be subject to daily financing fees, also known as "swaps," which increase or decrease the value of the trade over time. These fees are based on market interest rates and are applied daily. Information about the daily financing or overnight fees can be found on the company's website.

4.1.f. Currency Conversion

The company has the right to convert any currency in the client's account without prior notice to comply with its obligations or complete any transaction. The company will charge the client for expenses related to currency conversion, and the client will bear all foreign currency exchange risks. The client must comply with regulations related exchange transactions and bear all risks associated with them, and the client releases the company from any future claims arising from such regulations.

4.1.g. Price Slippage

The automated system of the company seeks the best overall outcome for transactions, and if the specific price requested by the client is not available, the order will be executed close to or a number of pips away from the requested price, resulting in positive or negative slippage. Slippage is a normal market practice in foreign exchange and stock markets, and it occurs under certain conditions, such as illiquidity and volatility, which may result from news announcements, economic events, and other factors. In the event of positive or negative price slippage, the client will bear the cost.

5. Leverage

- 5.1. The customer acknowledges that Z Trading has the authority to set rules and conditions for client accounts such as minimum account size, investment duration, commissions and fees, leverage limits for each instrument, markups, stop loss and limit rules, rollover rules, margin call rules, and other financial arrangements. Such rules and provisions may be altered by Z Trading occasionally.
- 5.2. The Company reserves the right to change the leverage in the Client's trading account to a maximum of 1:1000. It can create customer-specific rules while determining the leverage ratio. When determining this, the rules published by the legal authority of the country of operation are taken into account.
- 5.3. The company has the right to change the leverage of a client's account without giving prior notice, as long as it is in line with the conditions outlined on the company's website. If the

company automatically changes the leverage or the client changes it manually, the margin requirements for all positions will be recalculated.

- 5.4. The company can also limit the offered leverage or increase the margin requirements before significant macroeconomic events or news that could affect the prices of financial instruments. The information about changes in leverage can be found in the client's personal area, and if there are any discrepancies between the website and personal area, the information in the personal area takes priority.
- 5.5. It is crucial to closely monitor all of your positions and leverage used. Even a slight price movement may have a significant impact on your positions, and if you do not have enough funds in your Account to meet the Margin requirements for the Trade, your Account may be immediately closed out. The automatic closure of your Trades and/or positions is meant to prevent you from incurring additional losses, and we may close out all trades and/or positions on your Account, not only the Trades that are making a loss. However, closure cannot be guaranteed, and you should not rely on it. To avoid Account close out, you should maintain a sufficient balance in your Account to keep your positions open in the event of sudden changes in the required Margin amount due to price movements.

6. Conflicts of Interest

- 6.1. Z Trading is obligated to have adequate controls in place to identify, manage, disclose, and record conflicts of interest. Z Trading must take reasonable measures to ensure that conflicts of interest are effectively managed. If the arrangements made by Z Trading are not sufficient to prevent risks to the interests of clients, Z Trading must inform the client of the general nature and sources of conflicts of interest before conducting business on behalf of the client.
- 6.2. Z Trading acknowledges that there may be conflicts of interest between Z Trading and its clients. When processing market orders, the platform will show the most favorable price available from one of our selected liquidity providers, which we believe is appropriate.
- 6.3. Z Trading acknowledges the possibility of conflicts of interest that may arise between the company and its clients. One such situation involves the display of the best available price for market orders by a liquidity provider chosen by Z Trading. To manage and prevent conflicts, the company has established internal systems to prioritize and execute comparable client orders in a timely manner. Exceptions may apply if the order characteristics or market conditions make it impractical or not in the client's best interests.

7. Monitoring and Review

- 7.1. Z Trading will regularly assess the efficiency of its order execution arrangements and best execution policy to identify and, if necessary, integrate any modifications to the procedures.
- 7.2. Z Trading will conduct periodic assessments to determine if its liquidity providers offer the optimal outcome for its clients, and if necessary, make adjustments to its execution arrangements. Z Trading will review its order execution arrangements and best execution policy at least once a year, or whenever a significant change arises that impacts its ability to consistently achieve the best possible result for executing client orders. This evaluation will consider the venues outlined in its best execution policy.

7.3. Z Trading will inform you of any significant modifications to its order execution arrangements or best execution policy, as mentioned earlier, through email or by posting the updates on its website.

8. No Fiduciary Relationship

8.1. Z Trading's dedication to offering you "best execution" does not imply that it has any fiduciary obligations beyond the regulatory requirements imposed on it or any additional obligations agreed upon between Z Trading and yourself.

8.2. You are accountable for your own investment choices, and Z Trading will not be held responsible for any trading losses you experience as a consequence of those decisions.