



IND 1,855.92

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# Best Interest and Order Execution Policy

Version 1.3  
Last Updated – 05<sup>th</sup> February 2019



## Best Interest and Order Execution Policy

### 1. Introduction

- 1.1. This Summary Best Interest and Order Execution Policy ("the Policy") is provided to you (our Client or prospective Client) in accordance with the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 144(I)/2007, as subsequently amended from time to time ("the Law"). Pursuant to the Law, GBE brokers Ltd ("the Company", "we") is required to take all reasonable steps to act in the best interest of its Clients when receiving and transmitting Client Orders and to achieve the best execution results when executing Client Orders and to comply, in particular, with the principles set out in the Law when providing investment services.

Further to this, the Client also agrees/consents to the fact that his orders will be executed outside Regulated Market (e.g. Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g. European Financial Trading System).

### 2. Scope

- 2.1. This Policy applies to both Retail and Professional Clients (as defined in the **Company's** Client Classification Policy). If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such an Eligible Counterparty.
- 2.2. This Policy applies when receiving and transmitting Client Orders or executing Client Orders for the Client for all the types of Contracts for Difference ("CFDs"), as applicable, offered by the Company to the Client.

## Best Interest and Order Execution Policy

### 3. Best Execution Factors

- 3.1. The Company shall take all reasonable steps to obtain the best possible results for its Clients taking into account the following factors when executing **Clients'** Orders.

It is clarified that the Best Execution Factors listed below may be applied differently to the different types of accounts we offer. Depending on the type of account you have with the Company, either the Company or a third party financial institution(s) will be the Execution Venue.

Particularly, under the Dealing Desk Execution Model, the Company acts as a dealer and is the sole counterparty to any trades that you undertake (i.e. principal to principal). Furthermore, in this model, the **Company's** compensation may not be limited to our standard mark-up and our interests may be in direct conflict with yours. Additionally, we face market risk as a result of entering into trades with you.

Moreover, under our No Dealing Desk Execution Model, also known as STP, the Company passes on to its Clients the best prices that are provided by our liquidity providers, listed in Section Execution Venues below, with a fixed mark-up for each financial product. Furthermore, in this model, the Company does not act as a market maker and is reliant on external providers for the pricing and execution. Although this model promotes efficiency and competition for market pricing, there are certain limitations to liquidity that can affect the final execution of your Order.

3.1.1. For Clients requesting to trade in CFDs:

- a) Price: For any given CFD, the Company will quote two prices: the higher price (ASK) at which the Client can buy (go long) that CFD, and the lower price (BID) at which the Client can sell (go short) that CFD. Collectively, the ASK and BID prices are referred to as the **Company's** price.

## Best Interest and Order Execution Policy

The difference between the lower and the higher price of a given CFD is the spread. Such orders as Buy Limit, Buy Stop and Stop Loss, Take profit for opened short position are executed at ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss, Take profit for opened long position are executed at BID price. The **Company's** price for a given CFD is calculated by reference to the price of the relevant underlying asset, which the Company obtains from **third party external reference sources. The Company's prices can be found on the Company's website or trading platforms.** The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company reviews its third party external reference sources from time to time to ensure that the data obtained continues to remain competitive.

The Company **will not quote any price outside the Company's operations time (see execution venue below)** therefore no orders can be placed by the Client during that time.

If the price reaches an order such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, these orders are instantly executed. However, under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price.

In this case, the Company has the right to execute the order at the first available price. This may occur, for example, at times of rapid price fluctuations if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or this may occur at the opening of trading sessions. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given CFD, is specified under your Trading Agreement.

## Best Interest and Order Execution Policy

- b) **Costs:** For opening a position in some types of CFDs the Client may be required to pay commission or financing fees, the amount of which is disclosed on the Company's website. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts. In the case of financing fees, 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. Financing fees are based on prevailing market interest rates, which may vary **over time. Details of daily financing fees applied are available on the Company's website.** For all types of CFDs that the Company offers, the commission and financing fees are not incorporated into the Company's quoted price and are instead charged explicitly to the Client account. In addition, where the Company transmits orders for execution to another third party, the Client may be required to pay additional costs (whether Execution Venue fees or other fees paid to a third party involved in the transaction).
- c) **Speed of Execution:** The Company places a significant importance when executing Client's Orders and strives to offer high speed of execution within the limitations of technology and communications links. It is clarified that when the Company receives and transmits a Client Order for execution to a third party (another Execution Venue) and does not execute the order towards the Client as principal to principal, then the execution will also depend on that third party.
- d) **Likelihood of Execution:** In some cases, it may not be possible to arrange an order for execution, for example, but not limited to, in the following cases:

## Best Interest and Order Execution Policy

during news times, trading session start moments, 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, a force majeure event has occurred. In the event that the Company is unable to proceed with an order with regard to price or size or other reason, the Order will not be executed. In addition, 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 Client Agreement.

In addition to the above, where the Company transmits orders for execution to another third party, the likelihood of execution depends on the availability of prices by such other third party.

- e) Likelihood of settlement: The Company shall proceed to a settlement of all transactions upon execution of such transactions. The Financial Instruments of 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. All CFDs are cash settled.
- f) Size of order: All Orders are placed in monetary values. The Client will be able to place Order (s) as long as he/she has enough balance in his/her trading account. A lot is a unit measuring the transaction amount and it is different for each type of CFD. Please refer to the **Company's** website for the value of minimum size of an order and each lot for a given CFD type.

## Best Interest and Order Execution Policy

If the Client wishes to execute a large size Order, in some cases the price may become less favourable. The Company makes every effort to fill the Order of the client but reserves the right to decline an Order in case the size of the Order is large and cannot be filled by the Company or for any other reason as explained in the Client Agreement found at the **Company's** Website

The Company reserves the right to decline an order as explained in the Terms and Conditions / Agreement entered with the Client.

g) Market Impact: 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 reasonable steps to obtain the best possible result for its Clients.

3.2. 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.

## Best Interest and Order Execution Policy

### 4. Execution Practices in Financial Instruments

#### 4.1. Slippage

- a) You are warned that Slippage may occur when trading in CFDs. This is the situation when at the time that an Order is presented for execution, the specific price showed to the Client may not be available; therefore the Order will be executed close to or a number of pips away from the **Client's** requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is actually executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Please be advised that Slippage is a normal element when trading in financial instruments. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order at a specific price impossible to execute. In other words, your Orders may not be executed at declared prices. Slippage may appear in all types of accounts we offer.
- b) It is noted that Slippage can occur also during Stop Loss, Take Profit and other types of Orders. We do not guarantee the execution of your Pending Orders at the price specified. However, we confirm that your Order will be executed at the next best available market price from the price you have specified under your pending Order.

#### 4.2. Re-quotes

- a) The Company does not provide any re-quotes to its clients.



## 5. Types of Order(s) in Trading Financial Instruments

### 5.1. Market Order(s)

A market order is an order to buy or sell a financial instrument at the current price. 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.

All types of orders offered by the company are executed as market orders.

### 5.2. Pending Order(s)

The Company offers the following types of Pending Orders: Buy Limit, Buy Stop, Sell Limit or Sell Stop, Buy Stop Limit or Sell Stop Limit orders to all types of accounts.

A Pending order is an order that allows the user to buy or sell a financial instrument at a pre- defined price in the future. These Pending Orders are executed once the price reaches the requested level. However, it is noted that under certain trading conditions 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. This may occur, for example, at times of rapid price fluctuations of the price, rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions.

It is noted that Stop Loss and Take Profit may be attached to a Pending Order. Also, pending orders are good till cancel.

## Best Interest and Order Execution Policy

### Buy Stop:

This is an Order to buy at a specified price ('the stop price') that is higher than the current market price. Once the market reaches the 'stop price', the 'stop order' is triggered and treated as a market Order.

### Sell Stop:

This is an Order to sell at a specified price ('the stop price') that is lower than the current market price. Once the market reaches the 'stop price', the 'stop order' is triggered and treated as a market Order.

### Buy Limit:

This is an order to buy at a specified price ('the limit price') that is lower than the current market price. Once the market reaches the 'limit price' the order is triggered and executed at the 'limit price' or better. The 'limit order' is treated as a market Order. 'Limit orders' can be placed as close to the current market price as possible; there is no restriction.

### Sell Limit:

This is an order to sell at a specified price ('the limit price') that is higher than the current market price. Once the market reaches the 'limit price' the order is triggered and executed at the 'limit price' or better. The 'limit order' is treated as a market Order. 'Limit orders' can be placed as close to the current market price as possible; there is no restriction.

### Take Profit:

Take Profit order is intended for gaining the profit when the financial instrument price has reached a certain level. Execution of this order results in complete closing of the whole position. It is always connected to an open

## Best Interest and Order Execution Policy

position or a pending order. The order can be requested only together with a market or a pending order. Under this type of order, the **Company's** trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set above the current Bid price), and it does with Ask price for short positions (the order is always set below the current Ask price).

### Stop Loss:

This order is used for minimising of losses if the financial instrument price has started to move in an unprofitable direction. If the financial instrument price reaches this level, the whole position will be closed automatically. Such orders are always connected to an open position or a pending order. They can be requested only together with a market or a pending order.

Under this type of orders, the **Company's** trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set below the current Bid price), and it does with Ask price for short positions (the order is always set above the current Ask price).

## 6. Types of Trading Accounts inCFDs:

- 6.1. The Company may offer different types of Trading Accounts in CFDs from time to time. In this respect, the initial minimum deposit, the spreads, costs, size commissions, if any etc. may differ according to each type of Trading Account. Further information regarding the different types of Trading Accounts offered can be found on the **Company's website** or by contacting support at [info@gbebrokers.com](mailto:info@gbebrokers.com)

## Best Interest and Order Execution Policy

### 7. Best Execution Criteria

- 7.1. The Company will determine the relative importance of the above Best Execution Factors (of paragraph 3 above) by using its commercial judgment and experience in the light of the information available on the market and taking into account:
- a) The characteristics of the Client order.
  - b) The characteristics of the Financial Instruments that are the subject of that order.
  - c) The characteristics of the execution venue to which that order is directed.
  - d) The characteristics of the Client including the categorization of the client as retail or professional;

## Best Interest and Order Execution Policy

FACTOR	IMPORTANCE LEVEL	REMARKS
Price	High	We give strong emphasis on the quality and level of the price data that we receive from external sources (i.e. Execution Venues) in order to provide our Clients with competitive price quotes.
Costs	High	We take all reasonable steps to keep the costs of your transactions as low and competitive, to the extent possible.
Speed of Execution	High	Execution speed and the opportunity for price improvement are critical to every trader and we repeatedly monitor this factor to ensure we maintain our high execution standards
Likelihood of Execution	High	Even though we reserve the right to decline a Client order we aim to execute all Client Orders, to the extent possible.
Likelihood of Settlement	Medium	See relevant description in Best Execution Factors (See Section 3 for CFDs).
Size of Order	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).
Market Impact	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).
Nature of Order	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).

## Best Interest and Order Execution Policy

For Retail Clients, the best possible result shall be determined in terms of the total consideration (unless the objective of the execution of the order dictates otherwise), representing the price of the financial instrument and the costs

related to execution, which shall include all expenses incurred by the Client which are directly related to the execution of the order, including any execution venue fees (as applicable).

For the purposes of delivering best execution where there is more than one competing Execution Venues to execute an Order, in order to assess and compare the results for the Client that would be achieved by executing the Order on each of the execution venues that is capable of executing that Order, the Company's own commissions and costs for executing the order on each of the eligible execution venues shall be taken into account in that assessment. The Company shall not structure or charge commissions in such a way as to discriminate unfairly between execution venues.

### **8. Client's Specific Instruction**

- 8.1.** Whenever there is a specific instruction from or on behalf of a Client (e.g. fills in the **required parts on the Company's** trading Platform when placing an Order), the Company shall arrange – to the extent possible – for the execution of the Client order strictly in accordance with the specific instruction.

WARNING: It is noted that the specific instruction may prevent the Company from taking the steps in the Policy to obtain the best possible result for the Client.

## Best Interest and Order Execution Policy

**8.2.** Trading rules for specific markets or market conditions may prevent the Company from following certain of the Client's instructions.

### **9.** Execution on Client Orders

**9.1.** The Company shall satisfy the following conditions when carrying out Client Orders:

- a) ensures that orders executed on behalf of Clients are promptly and accurately recorded and allocated;
- b) carries out otherwise comparable Client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable; or the interests of the Client require otherwise;
- c) informs a retail Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

**9.2.** The most recent information's regarding the Company's quality of execution of transactions can be found on the Company's website under <https://gbebrokers.com/about-gbe-brokers/trading-statistics/>

## 10. Execution Venues

Execution Venues are the entities with which the Orders are placed and executed.

Depending on the type of account you have with the Company, either the Company on a principal to principal basis or a third party financial institution(s) (i.e. the Company acting as an agent) will be the Execution Venue. The Company works with following execution venues: TradeTech Alpha Ltd, IS Prime Limited, FXOpen Ltd.

The Client acknowledges that the transactions entered in FX and CFDs with the Company are not undertaken on a recognized exchange, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions.

### 10.1. Criteria of selecting third party financial institutions as Execution Venues

In order to achieve the best execution results when receiving and transmitting client orders for execution to third party financial institutions, the Company has the following criteria for the selection of the third party financial institutions:

- a) quality and scope of the services offered
- b) quality of execution
- c) technological equipment
- d) **third party's reputation in the market**
- e) cost structure and pricing



## Best Interest and Order Execution Policy

- f) ability to provide individual services according to the **Company's** wishes for achieving the best possible execution result of client orders.

The weighting of the criteria and thus the selection of the third parties for the transmission and the **execution of clients' orders** mainly aims at achieving a safe, cost-efficient and high-quality service and/or order execution to **the Company's** clients.

### **11. Client's Consent**

- 11.1.** 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.

## Best Interest and Order Execution Policy

### **12.** Amendment of the Policy and Additional Information

- 12.1.** The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate according to the terms of the Client Agreement between the Client and the Company. It should be noted that the Company shall provide the Client with advance notice of at least fifteen (15) Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately.
- 12.2.** Should you require any further information and/or have any questions about conflicts of interest please direct your request and/or questions to [info@gbebrokers.com](mailto:info@gbebrokers.com).