



Order Execution Policy

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Breakline Markets Limited (hereafter to as the “Company”, “us”, “we”, “our”) provides you (referred to as the “Client”, “your”) has established an Order Execution Policy (hereinafter referred to as “The Policy”).

1. Introduction.

The Company is dedicated to maintaining honesty in its Client relationships, conducting transactions with professionalism and transparency, and prioritizing Clients’ best interests when executing trades on their behalf through their trading accounts. We will take all reasonable steps to obtain the best possible result for the Client when executing an Order with the Client or on the Client’s behalf, considering various ‘Execution Criteria’.

Capitalized terms used herein shall have the same meaning as the Terms of Business.

2. Scope.

The Policy applies to the Company’s Clients when executing transactions in Financial Instruments, including Contracts for Differences (CFDs), provided by us via the Platform. Upon acceptance of a Client’s Order and when there is no specific Client instruction regarding the execution method, the Company will execute an Order in accordance with this Policy.

We have a general duty to act honestly, fairly, and professionally, considering the Client’s best interest. The Company will consider a wide range of execution factors in executing Orders of its Clients. These factors are further described in this Policy.

3. Our approach to best execution.

When executing Orders, the Company will take all reasonable steps to obtain the best possible result under the circumstances for the Client considering price, costs, speed, likelihood of



execution and settlement, size, nature, or any other consideration relevant to the execution of the Order. When considering the best executing factors, the Company considers:

- i. The characteristics of the Client's Order.
- ii. The characteristics of the Financial Instruments that are subject to that Order.
- iii. The characteristics of the execution venues to which that Order can be directed; and
- iv. The Client characteristics, including whether Client is a retail Client or a Sophisticated Client.

When the Company executes Orders on behalf of Clients, the best possible result will typically be determined on the basis of total consideration paid to or by the Client, unless the objective of execution of the Order dictates otherwise. Total consideration is the price of the Financial Instrument, and the costs related to execution, including all expenses incurred by the Client which are directly related to the execution of the Order such as venue execution fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the Order. This Policy applies when the Company executes Client's Orders subject to the following criteria:

- i. The Client has not been categorized as an "eligible counterparty" or certain classes of "Sophisticated Investors" for the related service and/or transaction.
- ii. The Client is dealing in Financial Instruments covered by Company's license.
- iii. Specific instructions given by the Client do not prevent the Company from implementing this Policy for the Client.

To determine the best way to execute an Order for a Client, the Company takes into consideration the following matters:

1. Speed and Likelihood of Execution.

The Company seeks to provide Clients' Orders with the fastest execution reasonably possible. The Company strives to execute Clients' Orders at the requested price. However, the Company reserves the right to decline an Order of any type or to offer the Client a new price for Market Order under market conditions including but not limited to volatile market conditions, opening



gaps on trading session start moments, during news announcements, on gaps where the underlying instrument has been suspended or restricted on a particular market, if there is insufficient liquidity for the execution of the specific volume at the requested price.

We are taking reasonable efforts to offer a high speed of execution within the technological and telecommunication limitations, and we are not responsible for the poor performance of Clients' technology, internet connection or any other resources that might result in Clients' delay in the transmission of data between the Client and us. Our Platform executes Orders automatically and ensures that all Orders are filled quickly and accurately, however, there is always a possibility of Slippage of prices (as explained below). Execution of Clients' Orders is subject to the pricing and available liquidity of the Financial Intermediaries on whom we rely for prices and available volume. Orders placed by customers are sent to the Company automatically and in really unusual and exceptional cases beyond our control, such as power outages or lost network connections, our staff may need to intervene manually. Company reserves the right to decline any out of date Orders as a result of such delay.

The Company may refuse to follow a verbal Order if the telephone recording system is down, we are unable to verify your identification, the transaction is too complex, or the quality of the phone line is inadequate. We also retain the right to request that you provide instructions for your transactions through any other manner we deem suitable. Company is not liable for any damages that may occur as a result of delayed or undelivered Client communications.

2. Price.

The Company calculates its prices by reference to the price of the relevant underlying Financial Instrument, which it obtains from external sources. The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company quotes both 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) each Financial Instrument it offers. The difference between the lower and the higher price of a given Financial Instrument is the spread. "Buy Limit", "Buy Stop" and "Stop Loss", "Take profit for opened short positions" Orders will be executed at the ASK price, and "Sell Limit", "Sell Stop" and "Stop Loss", "Take profit for opened



long positions” will be executed at the BID price. The Company will make all reasonable efforts to ensure that the Client receives the best spread and that its calculation is made with reference to a wide range of data sources and Financial Intermediaries.

The Client acknowledges and accepts that the Company's Platform displays the pricing of the various markets electronically. However, pricing may differ from those found elsewhere (including prices quoted on other trading venues or by other providers). Note that due to market changes and/ or technical conditions, as well as events beyond the control of the Company and its execution venues, the prices shown on your device and/or communicated to you when you place an Order may not match the price at which the trade is executed. In addition, it is anticipated that there will be instances in which there will be insufficient liquidity, limitations on liquidity, or other restrictions imposed on the Company and/or Company's execution venues; therefore, Company will be required to adhere to the same restrictions and limitations on its execution venues. The Client understands and agrees to hold the Company harmless for any repercussions of such restrictions.

The Prices displayed on the Platform are indicative only, and the confirmed price at Order execution may change from the price displayed on the interface. The Client acknowledges and understands that the ultimate confirmed pricing will depend on the price at actual execution.

3. Orders.

When placing an Order through our platform, execution may occur at an incorrect Price. The Company is authorized to assess the Client's Order for accuracy in price, timing, volume, and execution type, whether “pending” or “Market.” If discrepancies arise, the Company reserves the right to amend Order details without prior notice, where feasible. The Client acknowledges that an executed Order does not guarantee correct pricing and that errors, once identified, may be retroactively adjusted. The Client agrees to indemnify the Company against claims arising from such corrections. Specific Client instructions may limit the Company's ability to optimize execution per its Order Execution Policy, and such Orders are executed at the Client's sole risk, with no liability to the Company. The Client recognizes that the Platform may be unavailable, and trades executed incorrectly may be reversed or corrected, particularly during



illiquid markets, system failures, or force majeure events, as determined by the Company under abnormal market conditions.

4. Costs and Commissions.

The Company does not incorporate commissions or fees into its quoted price; nevertheless, for opening positions on some Financial Instruments a commission or an overnight financing fee might be applied. Clients may be required to pay commission or financing costs, if applicable, for opening positions in certain types of Financial Instruments. We may apply a mark-up or a mark-down to the prices we get from our price providers. The fees and commissions shall be available in the contract specifications on the trading Platform:

- i. Commissions may be charged either in the form of a percentage of the overall value of the trade or as a fixed amount; and
- ii. The value of positions opened in certain types of Financial Instruments is increased or reduced by an overnight financing fee “swap” throughout the life of the contract.

Financing fees are based on prevailing market interest rates, which may vary over time

A commission or other income created from Client’s trade may be shared with third parties through third-party introductions or partnership agreements with linked companies. In such cases, the party in question is obliged to disclose this to the Client.

5. Size, Nature and Characteristics of an Order.

The execution of Orders on our trading Platform depends on the size, nature, and characteristics of the Order. Financial Intermediaries may not support all Financial Instruments, and the Order type may determine the provider used. The Company may limit the number of trades or total net position value per profile for specific Financial Instruments, endeavoring to notify Clients in advance where feasible. At execution, our Platform automatically evaluates Order size for CFD margin trades, accepting, rejecting, or modifying Pending Orders per their attributes and our Client Agreement. The Company reserves the right to impose maximum Order size limits, decline Orders as outlined in the Client Agreement, and cap the number of



contracts or total net position value per profile for a given Financial Instrument. Reasonable efforts will be made to execute Orders regardless of volume and to provide prior notice of any limits where applicable.

6. Market Hours.

If you place an Order through our trading platform outside of market hours, that Order will not be executed until the market re-opens. We quote some markets outside of typical trading hours, which are referred to as “grey markets.” While every effort is taken to maintain consistency in pricing and spreads in these scenarios, this may not always be practicable during particularly volatile periods or periods of illiquidity in corresponding markets.

7. Market Execution.

With a market Order the Client instructs us to execute a trade of a certain size as promptly as possible at the prevailing market price. We are required to execute market Orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to execute a Client’s Order, the Order will most likely be exposed to the risk of execution at a different price from the price when the Order was entered (i.e., slippage). Market Orders in the Mobile/Web Trader are subject to a slippage limitation as described below.

8. Slippage.

Slippage may occur when trading in Financial Instruments. At the time of Order submission, the quoted Price may no longer be available, resulting in execution with a price different from the one requested by the Client. Slippage is the variance between the expected and actual execution price. Slippage is common in CFD trading, particularly during periods of low liquidity or high volatility (e.g., news releases, economic events, or market openings), which may prevent execution at the specified Price. This applies to all account types and can affect Stop Loss, Take Profit, and other Order types. While we cannot guarantee execution at the quoted



Price, we strive to execute Orders at the next best available price based on the Client's specified price.

4. Execution venues.

For the purposes of Orders for the Financial Instruments offered by the Company, the Company acts as principal, and it is the sole Execution Venue for the execution of the Client's Orders. Any open Orders with the Company can only be closed with the Company. This means that you will be dealing with us and not the underlying market.

The Client acknowledges that the transactions entered into with the Company for the Financial Instrument offered by the Company are undertaken through the trading Platform of 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). The Company reserves 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 terms and conditions and trading rules are established solely by the Company (which is the counterparty).

5. No fiduciary duty.

The Company's commitment to provide best execution does not mean that it owes the Client any fiduciary or other responsibilities over and above the specific regulatory obligations placed upon the Company or as may be otherwise contracted between the Client and the Company.



6. Monitoring and review.

The Company monitors the effectiveness of our Order execution policy on an ongoing basis. Specifically, it regularly assesses whether the price feeds and hedging venues relied upon for pricing our products, allowing us to consistently achieve best execution, or whether we need to make adjustments to our execution arrangements. Furthermore, the Company shall also review and update its Order execution arrangements and Order execution policies regularly whenever a material change occurs either in respect of one of the chosen pricing venues or otherwise that affects its ability to continue to achieve best execution.

7. Disclaimer and limitation of liability.

Before transacting with the Company, the Client must familiarize themselves with the Company's products and services and actively seek clarification if questions arise. The Client agrees to indemnify the Company against any liability stemming from their lack of information or misunderstandings. The Client recognizes the inherent risks in trading Financial Instruments. Although this Policy highlights certain risks, it does not fully detail all risks tied to Orders, transactions, or trading on the Company's Platforms.

The Company will use commercially reasonable efforts to achieve the best possible outcome for your Order, considering factors such as price, costs, speed, likelihood of execution and settlement, size, nature, and other relevant details, though it is not obligated to do so. No guarantees are provided regarding the acceptance, execution, speed, timing, or price of your Order. Variations in execution speed, timing, pricing, and outcome may occur among users trading the same Financial Instrument due to factors including Order type, market volatility, and latency. This Policy does not create any obligation to the Client. The listed execution criteria are not exhaustive, nor ranked by importance, and different variables may apply to our execution strategy based on the Financial Instrument and Order type.



8. Review.

The Policy shall be reviewed annually or where there has been any material change that could impact on the parameters of best execution.