



## ORDER EXECUTION POLICY

Last Revised: August 2024

### 1. INTRODUCTION

- 1.1. WeTrade International LLC (hereinafter named "WeTrade" or "us" or "the Company"), with registration number: 1945 LLC 2022 is incorporated in Saint Vincent and the Grenadines with a registered address Euro House, Richmond Hill Road, Kingstown, St. Vincent and the Grenadines by the Registrar of Limited Liability Companies.
- 1.2. This Order Execution Policy (otherwise known as a Best Execution Policy) ("Policy") must be read in conjunction with, and constitutes part of, the Client Agreement and Terms of use.
- 1.3. The financial instruments provided by WeTrade are Contracts for Difference ("CFDs"). CFDs are complex products and may be difficult for most retail clients<sup>1</sup> to understand in relation to the risks involved.
- 1.4. WeTrade has the sole discretion to decide which types of financial instruments to make available and to publish on its platforms the prices at which these can be traded by its clients. These prices, published on its trading platform, are provided via live streaming prices received by WeTrade from third party liquidity providers.
- 1.5. WeTrade will always be the counterparty (or principal) to every trade by offering these products directly to you; therefore, if the client decides to open a transaction with WeTrade, then that position can only be closed with WeTrade.
- 1.6. The Company is responsible for the provision of the investment service "buying, selling, subscribing for or underwriting securities as an agent". We are therefore your "execution only" platform. In dealing with us, you transact directly with us and not on any exchange or other external market or venue. Any trades with us are non-transferable. If you create an open position with us, you must close it with us.
- 1.7. By entering into an agreement with WeTrade for the provision of our services, the client agrees and consents to the terms of this Policy. In addition, a clear and prominent warning is disclosed to WeTrade's clients (within the Client Agreement) that any specific instruction from a client may prevent us from taking the steps that it has designed and implemented in its execution policy for obtaining the best possible result for the execution of those orders in respect to the elements covered by those instructions.
- 1.8. In circumstances where the client provides WeTrade with a specific instruction as to how to execute an order and WeTrade has accepted this instruction, then WeTrade will execute the order in accordance with that specific instruction. It is noted that specific instructions may prevent WeTrade from taking the steps that it has designed and implemented in this Policy to obtain the best possible result for the execution of that order in respect of the elements covered by those instructions.
- 1.9. Execution venues are the entities with which the orders are placed, or to which the Company transmits orders for execution. The Company is the sole execution venue for the execution of clients' orders. Acting as an agent, upon receipt of an order, WeTrade opens an identical order on its name with its hedging counterparty, in accordance with the order received or accumulatively. (i.e. enters into back-to-back

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<sup>1</sup> Client is hereinafter named "you" or "your/s".



trades). WeTrade is allowed to suspend and or close a client's account, with or without pre-notice, in its sole discretion. The Client acknowledges and consents that the transactions entered in financial instruments with Company's execution venue (trading platform) are over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions.

- 1.10. If losses occur at the initial outset of speculative activity, it is possible that higher risks may have to be taken to recover the initial capital outlay. Higher risks could ultimately translate to higher losses. The probability of such a large price movement may be lower than the probability of a smaller price movement. The more often trades with a reduced chance of profiting are entered, the smaller the total probability of being profitable becomes. You must pay to WeTrade all losses sustained as well as all other amounts payable under the Client Agreement such as interest or storage fees if clients decide to engage in CFD or spot forex trading, you must accept this degree of risk.
- 1.11. Subject to our obligation to assess the appropriateness of the Trading Platform for your circumstances, any decision whether to open an account, and whether you understand the risks of executing Transactions or Trades on the Trading Platform is yours.
- 1.12. Price fluctuations of the underlying CFD instruments may be so significant within short time intervals that clients may be unable to have time to deposit additional funds for the purpose of posting a margin call and the CFD transaction will have to be forcibly liquidated. Additionally, your risk of loss cannot be limited by stop-loss orders, as WeTrade is only obliged to execute this type of order at the "next available" price of the underlying CFD.
- 1.13. The historical movement of prices does not give a reliable indication of the movement of prices in the future. Past performance is no indication of future performance, and you should understand that market trends can vary significantly over time.
- 1.14. Open transactions attract fees that are charged to the clients either determined as a fixed fee or calculated as a percentage mark-up. These costs also increase the threshold beyond which clients may make a profit from their original investment. Therefore, CFD products are not suitable as a long-term investment.
- 1.15. In fast-moving markets, normally after an 'instant order' has been submitted; the client must agree to this quote before the order is executed. A secondary quote or a requote is provided to the client after an 'instant order' has been submitted and the market price has moved. These features allow clients the opportunity to decide whether they are willing to accept the new price.
- 1.16. At times of high volatility or dependent on the volume of your trade/s, your trades will then be executed at the next best price subject to possible slippage. Stop / Limit orders may also be affected by this. If the execution price is better than the price requested by the client, this is referred to as 'positive slippage'. In contrast, if the execution 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 market practice and a regular feature of CFD trading. Also, the chance for slippage is increased as the size of the order increases, and also by major news releases and time periods where markets are illiquid.



- 1.17. Limit Orders: This is an order to buy or sell once the market reaches the 'limit price'. Once the market reaches the 'limit price' the order is triggered and executed at the 'limit price' or better.
- 1.18. Take Profit: This is an order to secure profits. Once the market reaches the 'take profit price', the order is triggered and treated as a 'limit order'. If the 'take profit' is not triggered it shall remain in the system until a later date.
- 1.19. Pending Order Modification/Cancellation: An order can be modified by the client if the market did not reach the price level specified by the client and the order was not cancelled in the meantime.
- 1.20. Stop Loss Order: An order to close out or to open a position if the market price reaches a specified price, which may represent a loss or a profit on the relevant Transaction.
- 1.21. Trailing Stop: A Stop Loss Order which is always attached to an open position, and which automatically moves once profit in points becomes equal to or higher than the specified level for that Trailing Stop and which will continue to move automatically with each subsequent price movement only if that price movement is profitable. For the avoidance of doubt, as Trailing Stop works only in the client terminal, not in the server like a Stop Loss Order, it will not work when the Terminal is not connected and may not work as intended during extreme volatility of underlying prices.
- 1.22. Dividend: A dividend adjustment is applicable if an ex-dividend date occurs for an underlying security with respect to which you have an open CFD. If you have any open long positions, a dividend adjustment will be credited to the Account. If you have an open short position, the dividend adjustment will be debited in full of the Account. The dividend adjustment will be made gross, with no adjustment for tax. The responsibility for any tax payable with respect to any such payment is yours.
- 1.23. Corporate actions: If the stock underlying an open position in CFD is subject to any other corporate action (for example, bonus issue, reclassification, subdivision, consolidation, free distribution, scrip or rights issue or similar event) we may upon providing notice to you, close out any such open CFD positions. In addition, where a takeover offer is made or a change in the composition of the offering of the CFD is required in respect of a company in whose shares you hold an open CFD we may, upon notice to you, close out any such open CFD positions. The price at which we close out any such position will be at such price as we establish in good faith in our absolute discretion. Where a company for whose shares you hold an open CFD becomes subject to an insolvency or analogous event or trading in its shares is suspended for any reason, we will endeavour to reach agreement with you on a closing date and a closing price for the relevant Transaction. In the absence of any such agreement, then that Transaction shall remain open until such time as the shares of the company in question resume trading or the company becomes insolvent or is otherwise dissolved. In each such case, in the absence of agreement between us, we shall establish the closing level date and price for any open Transaction acting in good faith.
- 1.24. Best execution: All Transactions are entered into by the Client at his/her sole responsibility, risk and expense and subject to the terms and conditions set out in the client. In any transaction for or with a client, WeTrade shall use reasonable diligence to ascertain the best outcome for the client in which to buy and/or sell so that the resultant price to the client is as favourable as possible under prevailing



market conditions. Among the factors that will be considered in determining whether WeTrade has used reasonable diligence are:

- the prevailing market conditions (e.g., price, volatility, and relative liquidity);
- the size and type of transaction;
- accessibility of the quotation; and
- the terms and conditions of the order (i.e. the speed in which the transaction has been communicated to WeTrade)

**Price:** The prices shown on the Trading Platform and at which clients can enter Transactions are the prices derived from the sources referred to in Clause. These prices will not be identical to those quoted by or available from any individual information provider or other data source.

**Cost:** Transaction costs are an important factor, which not only influence the profit or loss of every single transaction but also reduce the overall likelihood of achieving profitability. These costs include the initial spread, commissions where applicable, currency conversion costs, and rollover costs.

#### 1.25. Spread

WeTrade offers Variable and Raw Spread accounts.

A variable or floating spread is a constantly changing value between the ask and bid prices. Variable Spreads are widened due to market conditions, liquidity and market volatility and is applicable to certain products.

Raw Spreads allows you to see the underlying spreads offered by our liquidity provider(s).

1.26. **Commission:** For all types of CFDs that the Company offers, the commission is not incorporated into the Company's quoted price and is instead charged explicitly to the Client account. For opening positions in some financial instruments, a commission or a financing fee might be applied either in the form of a percentage of the overall value of the trade or as fixed amount.

#### 1.27. Rollover Costs/Overnight Financing Fees

Positions which are to be held overnight or over the weekend which are not Fixed Expiry contracts incur a financing charge/fee. The overnight finance fee is not incorporated into the Company's quoted price and is instead charged explicitly to the Client account.

A three-day rollover fee is applied to all Index, Stock and Cryptocurrency CFDs on Fridays and on all Spot Forex, Commodities and Bullion on Wednesdays.

Details of daily financing fees applied are available in the Trading Platform. The Company updates its prices as frequently as the limitations of technology and communications links allow.

**Currency Conversion Cost:** Any currency conversion calculations are provided by WeTrade to the Client in the currency in which the trading account is denominated and the currency of the relevant CFD, using the "live" rate from our Trading Platform.

- I. **Information:** WeTrade continually processes the price information from the various information providers and feeds the information into the Trading Platform after validating and authenticating it, and adjusting the prices to provide spreads which



WeTrade considers appropriate considering market conditions and other circumstances.

- II. Speed of Execution and Latency: Speeds are typically measured in milliseconds from origin to you. 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 communication links.

Obviously, prices change over time. The frequency with which they do varies with different financial instruments and market conditions (e.g. market volatility, liquidity). Considering that the tradable prices which are distributed via WeTrade's trading platform/terminal, technology used by the client to communicate with WeTrade plays a crucial role.

For instance, the use of a wireless connection or clients' software and hardware as well as clients' internet connectivity and speed or any other communication link to the server that can cause a poor internet connection can cause unstable connectivity to WeTrade's trading platform/terminal. The result for the client is to experience slippage and place his orders at a delay (latency) and the order to be executed at better or worst prevailing market price (price gap) offered by WeTrade via its platform.

For some Transactions, spreads may change frequently. In any event, WeTrade has the right to vary its spreads at any time in its absolute discretion without notice. As a condition of the entry into each Transaction for the Account, the Client must provide and maintain in the Account sufficient margin as determined by WeTrade in its sole discretion from time to time. It is also the Client's responsibility to ensure that each Transaction in the Account is fully always margined. If the client fails to provide any margin, deposit or other sum due in respect of any transaction, WeTrade does not guarantee that any Transaction or Transactions can be entered into at any given price or at all.

- III. Likelihood of execution

While the Internet is generally reliable, technical problems or other conditions may from time-to-time delay or prevent the Client from accessing the Trading Platform and executing trades.

Liquidity can affect order execution. When client place a high volume of orders, order imbalances and backlogs can occur, requiring more time to execute orders. This is because of delays caused by the number and size of orders processed the speed at which current quotations or last-sale information is provided and system capacity constraints.

At times of high volatility or dependent on the volume of your trade/s, your trades will then be executed at the next best price subject to possible slippage. Stop / Limit orders may also be affected by this.

- IV. Likelihood of Settlement

WeTrade shall proceed with the settlement of all transactions upon the execution and/or time of expiration of the specific transaction. All Company's products (Forex and CFDs) do not involve the delivery of the underlying asset as if for example had bought shares but rather are settled in cash.

- V. Size



WeTrade offer for clients to enter Transactions is subject to size considerations. If offered, client trades may be executed at the 'market price' as opposed to the price seen on the screen at the time of request. At times of high volatility or dependent on the volume of trade/s, Transactions will then be executed at the next best price subject to possible slippage. Stop / Limit orders may also be affected by this. Transactions, which the Client may offer to place, are subject to maximum limits established in WeTrade's absolute discretion.