



# Order Execution Policy

**V.1– March 2023**

M4Markets is a trade name of Oryx Finance Ltd. Oryx Finance Ltd is licensed by the Dubai Financial Services Authority (DFSA) under license number F007051 and holds a Category 3A License thus authorized to deal in investments as a matched principal and arrange deals in investments.

## 1. Introduction

- 1.1. M4Markets is the brand name of Oryx Finance Ltd (the 'Company' or M4Markets MENA, the 'Firm', the 'Company', 'we', 'us', 'our' and 'ourselves' as appropriate). The Company is authorized and regulated by the Dubai Financial Services Authority (DFSA) under license Reference Number F007051 and holds a Category 3A License thus authorized to deal in investments as a matched principal and arrange deals in investments. The Company is registered in Dubai International Financial Centre under the Companies Law, with registration number 6189, and registered office located at Unit 615, Level 6, Index Tower, Dubai International Financial Centre.
- 1.2. The Company as part of its commitment to its Clients, has a duty to act honestly, fairly and in the best interest of its clients when dealing with them. In relation to order execution, the Company is required to take all sufficient steps to obtain the best possible result when executing a client order or when transmitting orders to other entities or venues to execute. The Company considers the best possible result as the one that delivers the best overall price for clients (including costs) within the best possible execution timeframe.
- 1.3. This policy is available on the Company's [website](#) and forms part of the Client's agreement with the Company and therefore by entering into an agreement with the Company you also agree to the terms of this Policy, as set out in this document. You must ensure that you have read and understood the contents of this Policy as well as of our Client Agreement and Risk Disclosure Notice before commencing any trading with the Company.

## 2. Scope

- 2.1. This Order Execution Policy sets forth the Company's policy and methodology for executing client orders on the best terms in accordance with the DFSA rules.
- 2.2. This Order Execution Policy provides an overview of how the Company executes orders on behalf of clients and the factors that can affect the cost and timing of execution. In addition, this policy describes the way in which market volatility may affect the order handling for buying and selling Contracts for Difference ("CFDs")

### 3. Applicability

- 3.1. This Order Execution Policy applies both to Retail and Professional Clients when executing orders for the Financial Instruments provided by the Company.
- 3.2. This Policy applies provided that the following criteria are satisfied:
  - The client has not been categorized as “market counterparty” for the related service or transaction.
  - The client is dealing in financial instruments covered by Company’s license.
  - Specific instructions given by the client do not prevent the Company from applying the best execution provisions in relation to those matters that the instructions specify.
- 3.3. The Best Execution obligation applies, when the Company executes a transaction on behalf of a client or when transmitting orders to other entities or venues to execute, in the following Financial Instruments as defined by the DFSA rules:

***CFD Instruments with the following underlying asset classes: Equities, Indices, Futures, Foreign Exchange, Commodities.***

***All these products are leveraged products and as such carry a high degree of risk. They are not appropriate for everyone. You should not trade with us, unless you understand the nature of the transaction you are entering into and the extent of your potential loss from a trade. You must satisfy yourself that it is suitable for you in light of your circumstances, financial resources and investment objectives. If you are in doubt, seek independent advice. You trade entirely at your own risk.***

### 4. Execution Considerations and practices

- 4.1. The Company offers execution-only to its clients by acting as a Matched Principal Broker, by matching all client trades with Harindale Ltd. You as the client will face the Company (which will be your counterparty) and in turn, the Company will open the same position with Harindale Ltd, who will face the Company. Harindale Ltd (hereinafter, “M4Markets EU”) is the Cyprus Based Investment Firm of the M4Market Group and is regulated by Cyprus Securities and Exchange Commission under the Markets In Financial Instruments II (MiFID II) regime, license number CIF 301/16.
- 4.2. Please refer to the below figure outlining the execution process of our client orders under the matched principal execution model.



- 4.3. **The Client acknowledges that the transactions entered in OTC Derivatives with the Firm are not undertaken on a recognized exchange/regulated market, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions.**
- 4.4. **The single execution venue for all orders executed by the Company is M4Markets EU.**
- 4.5. The Company has the ultimate responsibility to ensure it is able to obtain, on a consistent basis, the best possible result for the execution of its client's orders and to provide oversight over the activities undertaken by M4Markets EU on its behalf. M4Markets EU executes trades in accordance with the Company's Order Execution Policy.
- 4.6. When the Client enters into Buy or Sell order for a CFD on one of the Company's platforms, the Company acts as the counterparty (principal) to every trade. This means that:
- a. The Company is always the counterparty to the client's transactions.
  - b. The Client can only close each position only with the Company.
  - c. The Client's position is not transferable to any other regulated firm.
- 4.7. In general, all client orders will be executed in accordance with the time of their reception. All sufficient steps will be taken in order to obtain, when executing orders, the best possible result for clients taking into consideration a range of different factors as required by the DFSA legislation.
- 4.8. With regards to execution of client orders, the Company considers the following:
- a. Price**
- For any given Financial Instrument, the Company will quote both the higher price (ASK) at which the client can buy (go long) that Financial Instrument and the lower price (BID) at which the client can sell (go short) that Financial Instrument. The difference between the lower and the higher price of a given Financial

Instrument is the spread. Spreads are floating and may vary throughout the day, depending on market volatility and available liquidity. They represent the best bid and ask prices plus the mark-up which is part of the Company's fees charged to you for providing you its services. "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 receives its prices from M4Markets EU which in turn obtains its prices through various providers/liquidity providers using price aggregation technology to detect and quote the best Bid and Ask quote on its trading platform. The aggregation is performed for prices on CFDs on Foreign exchange and Metals. For CFDs on exchange traded underlying assets, M4Markets EU quotes prices from LPs which derive their prices from the relevant exchanges. We do not however guarantee that our quoted prices will be at a price which is as good, or better, than one might have been available elsewhere.

The client acknowledges that prices quoted will not necessarily be the same as the cash prices for the underlying assets. For some assets, there might not exist functioning market at the time the order is placed. In such instances, the Company will quote a fair price for the underlying asset determined based on a number of factors, such as price movements in related markets and other market influences.

We update our prices as frequently as the limitations of technology and communication links allow. We will not quote any price outside of our operational hours, hence not orders can be placed during those hours.

**b. Re-quoting**

This is the practice of providing a secondary quote to the client after an 'instant order' has been submitted; the client must agree to this quote before the order is executed. As M4Markets is offering only Market Execution, M4Markets will not requote any client orders. Client Orders will be filled at the best available rate at the time of execution.

**c. Slippage**

At the time that an order is received for execution, the specific price requested by the client may not be available; therefore, the order will be executed at the first available market price. 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'. Slippage' can occur when the prices move quickly from one level to another. This is more common during periods of low liquidity or high volatility due to news announcements, economic events and near the open or closing of standard trading sessions.

**d. Partial Fills**

This is the practice of executing an order in parts if there is not enough liquidity in the market at the time in order to fill-in the full order at a specific price. Partial fills may be executed at different prices.

**e. Costs**

The Company is remunerated for its services through a mark-up on the bid ask spreads quoted to the Client, or through a commission charged either in the form of a percentage of the overall value of the trade or as fixed amount per trade, depending on the account types or financial instruments.

For certain account types and instruments the Company charges financing fee on positions that remain open overnight (the so-called swap rate) or commissions. Financing fees are based on prevailing market interest rates, which may vary over time. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amount.

Details of all costs and charges applied by the Company are available in the Contracts specifications on the Company's platform and in the Cost and Charges document available on the Company's [website](#).

**f. Execution Venues**

The Company relies on M4Markets EU for the execution of its client orders.

The Company uses automated tools to execute client orders and in this respect the Company is dependent on M4Markets EU best execution arrangements.

M4Markets EU receives its prices from various top tier financial institutions and aggregates those prices in order to provide to its clients the best available price from the pool of its liquidity providers. M4Markets EU has developed highly sophisticated in-house tools which allow M4Markets EU front-office to monitor its execution arrangements on a real-time basis and receive automated alerts if any execution factor may negatively affect the Company's efforts for achieving best execution.

**g. Speed of Execution**

The Company is doing all sufficient efforts to offer a high speed of execution within the technological and telecommunication limitations, and it is not responsible for the poor performance of Client's technology, internet connection or any other resources that might result in Client's delay in the transmission of data between the Client and the Company. This delay may result in sending to the Company out of date "market orders" which might be declined by the Company or executed at the updated market price (see iii. Slippage above).

**h. Likelihood of Execution and Settlement**

The Company seeks to provide Client orders with the fastest execution reasonably possible and to execute Client's orders at the requested price. However, the Company relies on M4Markets EU which in turn relies on third party feed and liquidity providers for the price and volume of the financial instruments offered. Therefore, the likelihood of execution will depend on whether there is liquidity available at the time the orders are received. This availability may be subject to variation, especially during abnormal market conditions, such as:

- During market opening times.
- During times of market news and events.
- During periods of significant volatility.
- Where there is a rapid price movement of a particular instrument, to such extent that under the rules of a relevant exchange.
- Trading on said instrument is suspended or restricted.
- Where there is insufficient liquidity for the execution of a specific volume at a specific declared price.
- Where the Company's internal risk limits no longer permit the acceptance of any further orders on a specific instrument.

**i. The Size of the Order**

The unit measuring the transaction amount is the Lot and is different for each type of Financial Instrument. The Company defines a minimum and maximum trade size for every Financial Instrument. These trade sizes vary depending on current market conditions affecting the underlying instrument as well as our risk management for overall exposure limits on certain products. The Company may change these limits from time to time. Details of the Lot size as well as the minimum and maximum trade size for a given Financial Instrument can be found in the Contracts specifications on our platform.

**j. Nature of the Order**

The Client can place with the Company the following types of orders:

- i. **Market Order:** This is an order to buy or sell at the current market price that is available. The system automatically aggregates the volume received from third party liquidity providers and executes the 'market order' at VWAP ('Volume- Weighted Average Price') that is the average and best available price at the time of the execution. Once the 'market order' is triggered it shall be subject to the conditions described in the 'Good 'til Cancelled' section.
- ii. **Pending Order:** A pending order is an order to buy or sell a financial instrument in the future once a certain price specified by the Client is reached. The Company offers four types of pending orders. Buy Limit, Buy Stop, Sell Limit and Sell Stop. Stop Loss and/or Take profit limits can be attached to this type of order. The Client may modify an order before executed but has no right to modify or remove "Stop Loss", "Take Profit" and "Pending Order" orders if the price has reached the level of the order execution.
- iii. **Stop Orders:** this is an order to buy or sell once the market reaches the 'stop price'. Once the market reaches the 'stop price' the 'stop order' is triggered and treated as a 'market order'. If the 'stop order' is not triggered it shall remain in the system until a later date subject to the conditions described in the 'Good 'til Cancelled' section. For CFDs on FX, spot metals, equities and indices, 'stop orders' should be placed a minimum number of pips away from the current market price in order for these to be valid. Stop Orders placed within the current bid-ask spread will be automatically removed.
- iv. **Stop Loss:** this is an order to minimize losses. Once the market reaches the 'stop loss price' the order is triggered and treated as a Market Order. The Stop Loss orders remain in the system until triggered or cancelled by the Client. Stop Loss should be placed a minimum number of pips away from the current market price in order for these to be valid. Stop Loss orders placed within the current bid-ask spread will be automatically removed.
- v. **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 Market Order. The Take Profit orders remain in the system until triggered or cancelled by the Client. Take Profit orders should be placed a minimum number of pips away from the current market price in order for these to be valid. Take Profit orders placed within the current bid-ask spread will be automatically removed.



**NOTE:** Most of the orders shall be automatically executed by M4Markets Platform as described above. However, the Company may from time to time at its own discretion enable manual execution of trades of significant volume in line with specific criteria as per the Risk Management Policy and the risk appetite of the Company. In addition, in cases of a technical issue on the Company's platform or execution bridge, the Dealing department is authorized to execute trades manually on behalf of the client through instructions provided by phone or email by the client.

**k. Any other relevant factors**

The Company considers, but without the list being exhaustive, as relevant factors that might affect the execution of Clients Orders. The Company will take all sufficient steps to obtain the best possible result for its clients, but during times of high demand, manual pricing and/or execution may cause delays in processing an order which in turn can have an impact on the price and speed at which the order is executed.

The Company monitors constantly the prices quoted through its systems with independent well acknowledged databases to ensure that technical arrangements work flawlessly and that indeed its quoted price indeed reflect the prevailing market rates at the time. In case where the Company determines that for any technical glitch or any other reason the prices quoted through its system are significantly different to the prevailing market rates at the time, as well as in other cases of communication or technical failure, the Company reserves the right not to execute an order or change the opening and/or closing price of a particular order.

- 4.9. The Company will determine the relative importance of the Execution Factors by using its commercial judgment and experience in the light of the information available on the market and considering the Execution Criteria described below. Demonstrating best execution does not necessarily involve a transaction-by-transaction analysis, but rather involves an assessment of a record of transactions over a period indicating that overall, the best results is achieved by executing orders on the client's behalf on the Execution Venues and in the manner described in this Order Execution Policy.
- 4.10. In certain markets and trading situations such as "over the counter" (OTC) markets there may not be an equivalent publicly available market price for the instrument being traded. In such situations the M4Markets will use its experience and commercial judgment to consider all relevant information available to it and apply this Order

Execution Policy with a view to achieving the best possible result in terms of the total consideration.

- 4.11. In some cases, as a result of a system failure or otherwise the Company may have no alternative but to execute an order using a method other than the method it has selected based on this Order Execution Policy. In such cases, the Company will endeavor to execute the order on the best terms possible.
- 4.12. In the absence of specific client instructions in Retail client order, the Company will take into consideration all factors that will allow it to deliver the best possible result in terms of the total consideration, 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 execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. Speed, likelihood of execution and settlement, the size and nature of the order, market impact and any other implicit transaction costs may be given precedence over the immediate price and cost consideration only insofar as they are instrumental in delivering the best possible result in terms of the total consideration to the Retail client.
- 4.13. The Client may request the Company to execute upon receipt instructions conveyed by telephone or any other written means of communication that each of the present and future account holders, attorneys and duly authorized representatives shall give individually to the Company, even if these instructions are not followed by a confirmation in writing. The Company does not accept any liability in case of miscommunication, error in the identification of the person giving the instructions or other errors on its part related to such means of communication and which may involve losses or other inconvenience to the Client. We are under no obligation to accept an Order from a Client through the above means of communication. However, we shall normally do so if you have sufficient funds in your Account with us, you are not otherwise in breach of the Agreement and it is possible to execute such Order. Factors such as the size of your Order and liquidity available in the Financial Instrument you wish to trade will impact whether and when it is possible to execute your Order.
- 4.14. The Company requires both Retail and Professional Clients to maintain at all times a Margin Level above 50% in order to keep positions open. Once the Margin Level is equal or lower than 50%, the client receives a stop-out and open positions will start closing/liquidating, without any notice by the Company, starting from the position with the highest losses. Client must ensure that they have sufficient funds in their trading account, at all times, in order to maintain their Margin level to the desired level and

avoid forced closure of their positions. The Company has the right to change at its own discretion the level of the Margin Level stop-out.

- 4.15. If you believe that your order has not been executed in line with this Policy, then you should contact the Company at your earlier opportunity at [compliance@m4markets.ae](mailto:compliance@m4markets.ae).

## 5. Best Execution Criteria

- 5.1. For determining the relative importance of the Best Execution Factors the following criteria will be taken into account:
- The characteristics of the client including the categorization of the client as retail or professional.
  - The characteristics of the client order.
  - the characteristics of financial instruments that are the subject of that order.
  - The characteristics of the execution venues to which that order can be directed.
- For retail clients, the best possible result (or "Best Execution") shall be determined in terms of the total consideration, representing all the factors stated below.

## 6. Best Execution Factors

- 6.1. We will take all reasonable care to obtain the best possible result for our Clients, when executing orders, taking into account the price, costs, speed, likelihood of execution, size, nature or any other consideration relevant to the execution of the order.
- 6.2. In relation to the best execution criteria, for orders that are not wholly covered based on your specific instructions, we shall take into consideration the execution factors and their relevant importance in the order presented below:

### a. Price and overall consideration of Costs – Highest Importance

Price and the overall consideration paid by the Client is one of the most important factors for the Company to meet its best execution obligations. The Company strives to ensure best execution by ensuring that bid/ask prices quoted reflect the market price for the underlying assets and in this respect both the Company and M4Markets EU have structured procedures as provided elsewhere in this policy.

It is clarified that the Company does not consider its charges when considering best execution. Nevertheless, both the Company and M4Markets EU strive to

offer some of the most competitive rates in the market and for this reason , we frequently benchmark our charges vs the Competition.

**b. Speed of Execution – High Importance**

We place a significant importance in this factor when executing Client orders as the volatility affects both price and volume. To this end we maintain high speed connections through multiple servers hosted globally within the limitations of technology and communications links. However, the use of any form of unstable connection at the Client's end, whether wireless or dial-up, may result in poor or interrupted connectivity, which may cause delays in the transmission of data between the Client and us.

**c. Likelihood of Execution – Medium Importance**

The Company is the sole Execution Venue for the execution of the Client's Orders for the Financial Instruments provided by the Company and, as such, it strives to execute, in whole, all Orders placed by the Clients.

**d. Size of Order – Low Importance**

The minimum size of an order may be different for each asset type and/or financial instrument. A Lot is unit measuring the transaction amount and it is different for each type of Financial Instrument. Please refer to the [website](#) and/or platform for the value of minimum size of an order or minimum Lot for a given CFD type. The Company reserves the right to decline an order as explained in the Client Agreement entered with the Client.

**e. Likelihood of Settlement – Low Importance**

All transactions are settled upon execution.

**f. Market Conditions – Low Importance**

Some market factors may affect rapidly the Company's quoted price of the Financial Instruments. These factors may, in turn, affect some of the other execution factors listed above. M4Markets takes all reasonable steps to obtain the best possible result for its Clients.

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.

### 6.3. Specific Instructions

Where the client provides the Company with a specific instruction in relation to his order or any part of it, including selection of execution venues, the Company will execute that order in accordance with those specific instructions and, in doing so, it will have complied with its obligations to provide the best possible results to the extent that those instructions are followed.

However, the Company would like to warn its clients that any specific instruction may prevent the Company from taking the steps that it has designed and implemented in its execution policy to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions.

## 7. Corporate actions

### 7.1. Dividends:

- a) The Client acknowledges that by investing in CFDs, he does not have any right over the underlying asset. Clients holding positions in CFDs with underlying an equity during the time of a dividend announcement will not receive any dividend or dividend adjustment into the trading account.
- b) We reserve the right to increase margin requirements prior to the release of a dividend.

### 7.2. Fractional Share Adjustments:

In the event the corporate action results in a fractional position, the fractional component may be represented as a cash adjustment independent of the handling for the non-fractional position. The adjustment value will equal the fractional position times the adjusted closing price on the day prior to the ex-date.

### 7.3. Other Corporate Actions (including, but not limited to Stock Splits and Rights Issue):

An appropriate adjustment on the Client's position will be made to mirror the economic impact of a corporate action.

### 7.4. Earnings Announcements:

We may increase margin requirements and limit maximum exposure on the relevant symbols prior to earnings announcements.

### 7.5. De-listing:

In the event of a share being de-listed, the Client's position will be closed at the last market price traded.

For certain corporate actions not specifically mentioned in this section, including, but not limited to Mergers, Acquisitions and Leveraged Buyouts, we reserve the right to:

- a) increase margin requirements;
- b) suspend or halt trading in the relevant instrument;
- c) limit the maximum exposure (order size) to the relevant instrument;
- d) close the positions in the event that the relevant instrument is no longer trading on the relevant exchange;
- e) take any other action as we deem necessary in the given circumstances.

## **8. Potential Conflicts of Interest**

- 8.1. A potential conflict of interest is that the Firm executes all its clients' orders with M4Markets EU., under a matched principal execution model. Under this execution model, there is a direct correlation between the profit/loss made by the client and profit/loss made by M4Markets EU. M4Markets EU runs a market making desk and hedges its exposures on a net book basis and is the sole execution venue for M4Markets EU.
- 8.2. In order to ensure that the above potential conflict of interest is not detrimental to the quality of execution offered by the Company. The Company has established procedures and controls in order to effectively monitor the quality of execution offered by M4Markets EU.

## **9. Monitoring / Reviewing**

- 9.1. The Company will conduct independent monitoring of the quality of execution provided by its counterparty (M4Markets EU) through various assessments on an ongoing basis including the following:
  - a. The review of M4Markets EU in-house data monitoring its own execution against the criteria set in its best execution policy;
  - b. The evaluation of the regular and systematic reviews by M4Markets EU of the execution venues it utilizes to meet its own best execution obligations;
  - c. The periodic review of the quality of M4Markets EU execution measured against that of other comparable venues.

- 9.2. The Company will review and monitor the effectiveness of this Order Execution Policy and has in place arrangements to identify and, where appropriate, correct any deficiencies.
- 9.3. Furthermore, a review will also be carried out whenever a significant Material Event occurs that affects the ability of the Company to continue to obtain the best possible result for the execution of its client orders.
- 9.4. Any updated/new Policy will be made available on the Company's website and will be in force as at the date of publication therefore the client should refer from time to time to the Company's website where the latest and most up to date Policy will be available.. Whenever the Company introduces a significant Material Update to the terms of this Policy (i.e. changes that affect your rights and obligations under the Client agreement and this Policy), we will endeavor to notify you of such changes prior to those being enforced.
- 9.5. We shall also provide you, within a reasonable time, should you request, documented evidence which demonstrates clearly that we have executed your Orders in accordance with this Policy and information about our Order Execution Arrangements.

## **10. Prior Consent**

- 10.1. When establishing a business relationship with the Client the Company is required to obtain client's prior consent to its Order Execution Policy.
- 10.2. The Company is also requiring client's express prior consent in the event that their orders will be executed or transmitted for execution outside of a regulated market or multilateral trading facility ("MTF"). This Order Execution Policy provides for the possibility that client's orders may be executed or transmitted for execution outside a regulated market or an MTF. The Client is informed that the Company always acts as principal (counterparty) and is the sole execution venue, which is not a regulated market or a multilateral trading facility ("MTF").
- 10.3. The Company may obtain the above consents in the form of a general agreement. The Company will treat clients who have either received the Execution Policy or agreed to receive it in any electronically format or via the internet and have accepted the Client Agreement, as Clients who have given consent to the Policy as well as given consent to the Company to execute or receive and transmit an order for execution outside a regulated market or MTF.

## 11. Important Information

- 11.1 Specific leverage limits or restrictions apply for retail clients. There may be specific leverage limits on the instruments available. For more information, please visit our [website](#).
- 11.2 CFDs are not eligible for sale in certain jurisdictions or countries. The Policy is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America. The Policy does not constitute an offer, invitation or solicitation to buy or sell CFDs. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Policy is not intended to constitute the sole basis for the evaluation of the client's decision to trade in Contracts for Difference (CFDs).



# M4Markets

E: [support@m4markets.ae](mailto:support@m4markets.ae)

M4Markets is a trade name of Oryx Finance Ltd. Oryx Finance Ltd is licensed by the Dubai Financial Services Authority (DFSA) under license number F007051 and holds a Category 3A License thus authorized to deal in investments as a matched principal and arrange deals in investments.