

# ORDER EXECUTION POLICY, dated January 5<sup>th</sup>, 2026

## 1. General provisions

- 1.1. XTB is required to act honestly, fairly, professionally and in accordance with the best interest of its Clients. XTB has therefore adopted this Order Execution Policy (hereinafter the "the Policy"), which determines the detailed principles of executing Orders in order to achieve the best possible results for the Clients.
- 1.2. The Policy is an integral part and should be read and understood in conjunction with the XTB's "Regulations on the provision of services" (hereinafter "Regulations").
- 1.3. This Policy applies to retail Clients only.
- 1.4. XTB reviews the Policy at least once a year. Furthermore, XTB reviews it also each time a significant change takes place, which has a permanent effect on the XTB's ability to continue obtaining the best possible result in performance of the clients' orders in the systems provided for in the Policy. XTB evaluates if a significant change took place in relation to the rank of factors of best execution in the scope of fulfilment of the superior requirement of best execution.
- 1.5. Any changes to the Policy are notified to the Client in accordance with the relevant Regulations.
- 1.6. XTB acts as the second party to Transactions concluded in order to execute Client's Order. XTB acts in accordance with the relevant provisions of law concerning the prevention of conflicts of interests.
- 1.7. Clients' Orders are executed over-the-counter, which means that Orders are executed outside the regulated market or multilateral trading facility, for what Client hereby agrees.
- 1.8. XTB acts in the best interest of the Client which means that XTB takes all steps necessary to obtain the best possible results for the Clients, taking into account the factors and criteria provided for in the Policy. Performing the Policy, XTB does not guarantee always obtaining the best results for the Client.
- 1.9. In certain cases, XTB is not obliged or may be unable to take actions aiming at obtaining the best possible results, including but not limited to the situation when the Client specifies conditions under which the Order is to be executed and XTB executes the Order according to such specified special conditions.
- 1.10. Selecting the order execution system, XTB takes into consideration, in particular, such factors as the Price of the Financial Instrument or Underlying Instrument and the Costs of order execution, reliability of the given entity, scope of services offered by the given entity, perspectives of further cooperation and course of cooperation to date.
- 1.11. The Client acknowledges that due to the specifics of the services provided by XTB, the awaiting orders with a specific validity term or without a specific validity date (the so-called Good Till Canceled – GTC, active until executed or canceled by the Client) on, Stocks CFD and ETF CFD, upon completion of the given session, do not retain their priority (order) in the order sheet on the Organized Market and Underlying Exchange in the order sheet. The situation described in this point may be of special significance in the case of low-volatility Financial Instruments.
- 1.12. The Client acknowledges that there are technological differences between both Trading Platforms provided by XTB for Client's Order service – xStation and Meta Trader, which affect the method of Order execution in the scope specified in the Policy.

## 2. Area of application

- 2.1. The Policy applies to all Orders executed outside the regulated market or alternative trading system, concerning CFDs.

## 3. Place of execution of orders

- 3.1. Due to the fact that XTB acts as the other party to the Transactions concluded with the Client on Financial Instruments, the place of execution of Orders is XTB for CFD Financial Instruments.
- 3.2. If XTB hedge its position, the process takes place in the ex-post mode, which is to be understood as a situation in which XTB first performs the Client's Order and only then executes its own hedging transaction. This means that hedging execution does not affect the Client's Order and is not conditional upon it in any manner.
- 3.3. Considering that the place of execution of Client's order is XTB as the other party to the transaction and Client's orders are executed outside the trading venues, the Client is exposed additionally to the counterparty credit risk, which means the risk of default by XTB resulting from the transaction prior to the final settlement of cash flows related to this transaction. At the Client's request, XTB will provide additional information on the consequences of such a way of executing Orders.

## 4. Execution criteria (as regards CFDs)

- 4.1.** XTB takes all reasonable steps to obtain the best possible results for the Client, taking into account the price of the Financial Instrument or Underlying Instrument, the cost of the Order execution, speed and probability of concluding of the Transaction, the size and character of the Order, technological stability, and other factors.
- 4.2.** XTB gives the following relative ranks to the above factors in the Orders execution:
  - A.** Price of the Financial Instrument or Underlying Instrument – high rank. Prices should maximally reflect the market prices of Underlying Instruments.
  - B.** Speed and probability of concluding a Transaction – high rank. The time of execution of the Order should be as short as possible and the percentage of completed Orders should be as high as possible.
  - C.** Order size – high rank. The size of the Order may affect the price due to the available liquidity of a given Financial Instrument or Underlying Instrument.
  - D.** Technological stability – high rank, XTB makes reasonable effort to ensure the highest quality of technology and applies measures aimed at the best possible execution of Clients orders.
  - E.** Order execution costs – high rank. The execution costs, such as spreads, swap points/overnight financing and commissions, are set by XTB at the lowest possible level.
  - F.** Character of the Order – average rank. An Order may affect the price due to the available liquidity of a given Financial Instrument or Underlying Instrument. XTB executes Client Orders in the order in which they are received, unless something else results from the Agreement, the terms of the Order set by the Client, the character of the Order or if such sequence of Order's execution is not in Client's interest.
  - G.** Other factors – low rank.
- 4.3.** With regard to the retail client, the best result is determined in general, taking into account the price and costs associated with the execution of the Order, covering all expenses incurred by the Client in direct connection with the execution of such an Order.
- 4.4.** XTB immediately notifies the Client about all circumstances that prevent the execution of the Order.
- 4.5.** XTB may rely on its counterparties to execute certain Orders.

## 5. Quotation of prices

- 5.1.** On Trading Days XTB systematically quotes Financial Instruments Prices on the basis of prices of corresponding Underlying Instruments.
- 5.2.** Detailed description of Trading Days of Financial Instruments is available in Condition Tables available on XTB's Website.
- 5.3.** Transaction prices are quoted in the Trading Account on the basis of current prices made available by reference institutions indicated on XTB's Website.
- 5.4.** Detailed description of Financial Instrument Prices formation for cryptocurrencies based CFD instruments is available on XTB's Website.
- 5.5.** XTB uses its best efforts to ensure that transaction prices do not differ materially from the prices of Underlying Instruments published in real time by the most reputable information services.

## 6. Order's Execution

- 6.1.** General provision
  - 6.1.1.** Subject to provisions of the Agreement, the instant Orders are executed at the price indicated by the Client. XTB reserves the right, but not the obligation, to reject the Client's Order, if at the moment of its execution the price of the Underlying Instrument provided by reference institution differs from the price of the Client's Order of at least 0,5 Spread value quoted by XTB for a particular Financial Instrument at the moment in which the Client's Order ought to be executed.
  - 6.1.2.** The stop Orders and limit Orders may be placed only when a given Financial Instrument is traded, with the reservation that XTB may accept stop and limit Orders on selected trading platform for selected Financial Instruments specified in the Condition Tables outside of the Trading Day.
  - 6.1.3.** The stop Orders and the limit Orders at the opening of the market are always executed at the best price we can offer at a given moment without having to obtain additional confirmation from you. In the case of a stop Order, this price can be less beneficial than the one you indicated in the Order. The market, limit and stop Orders opening a new position can be executed only if the total nominal value of the Open Positions including the position that will be opened, expressed in Euro, does not exceed the Maximum Nominal Portfolio Value.

- 6.1.4.** Market, limit and stop Orders, which open new position, shall be executed only if the total nominal value of Open Positions including position that is going to be opened, expressed in Euro, does not exceed the Maximum Nominal Portfolio Value.
- 6.1.5.** We can cancel a pending Order if the Balance in your Trading Account equals 0, of which fact you will be informed beforehand, or if the Free funds in your Trading Account are significantly insufficient for the execution of the pending Order.
- 6.1.6.** You can conclude a Reverse Transaction to the currently owned Open Position in the Trading Account if, after its conclusion, the Free funds in your Trading Account are non-negative.

## **6.2.** Specific rules for CFDs

### **Standard Account**

- 6.2.1.** An Order to execute a Transaction on CFD on the Standard Account may be placed in the following manner:
  - A. depending on the offer available for the Client, as described on XTB's Website or in the Condition Tables, by placing an instant Order at a current price of a CFD published in the Trading Account or by placing a market Order at a current price of a CFD published in the Trading Account;
  - B. by placing a limit Order to execute a Transaction (buy limit; sell limit; take profit "t/p");
  - C. by placing a stop Order to execute a Transaction (buy stop; sell stop; stop loss "s/l").
- 6.2.2.** Market Orders (market execution) on Standard Account on CFD are executed at VWAP (Volume Weighted Average Price). Prices shown in the Trading Account before placing an Order for market execution are only indicative and are not a binding execution price which will be shown after the effective execution of the Transaction.
- 6.2.3.** Limit Orders on Standard Account on CFD are executed at the price indicated by the Client or better. In case of market execution, when the Order's volume possible to be executed at the price indicated by the Client or better exceeds the liquidity available at the given moment, the Order is executed at the maximum available volume, and the remaining part of the Order remains active until its execution or cancelation. The price indicated in the Order includes a mark-up specified in the Table of Fees and Commissions. Before passing such Order to an Executing Broker we adjust the indicated limit price by subtracting the value of the mark-up.
- 6.2.4.** Stop Orders on Standard Account on CFD are executed in accordance with the rules applicable for market orders under the condition that the last trade price on an Underlying Exchange has reached the level equal to a stop priced adjusted by deducting of a mark-up (purchase orders) or addition of a mark-up (sell orders). The execution price of a Stop order may differ from the activation price (stop price)..

### **Professional Account (PRO)**

- 6.2.5.** An Order to execute a Transaction on CFD on the Professional Account may be placed in the following manner:
  - A. by placing a market Order at a current price of a CFD published in the Trading Account;
  - B. by placing a limit Order to execute a Transaction (buy limit; sell limit; take profit "t/p");
  - C. by placing a stop Order to execute a Transaction (buy stop; sell stop; stop loss "s/l").
- 6.2.6.** Market Orders on Professional Account on CFD are executed at VWAP (Volume Weighted Average Price). Prices shown in the Trading Account before placing an Order for market execution are only indicative and are not a binding execution price which will be shown after the effective execution of the Transaction.
- 6.2.7.** Limit Orders on Professional Account on CFD are executed at the price indicated by the Client or better. In case of market execution, when the Order's volume possible to be executed at the price indicated by the Client or better exceeds the liquidity available at the given moment, the Order is executed at the maximum available volume, and the remaining part of the Order remains active until its execution or cancelation.
- 6.2.8.** Stop Orders (including stop loss "s/l" Orders) on Professional Account on CFD are executed at market prices valid at the moment of stop level activation, according to the rules specified for market Orders. In case of market execution, when, at the moment of activation, the Order's volume exceeds the available liquidity, the Order is rejected, and stop loss "s/l" Order, after being rejected, is restored with all parameters indicated by the Client and executed at the first market price available after its activation.

### **Swap Free Account**

- 6.2.9.** An Order to execute a Transaction on CFD on the Swap Free Account may be placed in the following manner:
  - A. depending on the offer available for the Client, as described on XTB's Website or in the Condition Tables by placing a market Order at a current price of a CFD published in the Trading Account;

- B. by placing a limit Order to execute a Transaction (buy limit; sell limit; take profit "t/p");
- C. by placing a stop Order to execute a Transaction (buy stop; sell stop; stop loss "s/l").

**6.2.10.** Market Orders on Swap Free Account on CFD are executed at VWAP (Volume Weighted Average Price). Prices shown in the Trading Account before placing an Order for market execution are only indicative and are not a binding execution price which will be shown after the effective execution of the Transaction.

**6.2.11.** Limit Orders on Swap Free Account on CFD are executed at the price indicated by the Client or better. In case of market execution, when the Order's volume possible to be executed at the price indicated by the Client or better exceeds the liquidity available at the given moment, the Order is executed at the maximum available volume, and the remaining part of the Order remains active until its execution or cancelation. The price indicated in the Order includes a mark-up specified in the Table of Fees and Commissions. Before passing such Order to an Executing Broker we adjust the indicated limit price by subtracting the value of the mark-up.

**6.2.12.** Stop Orders (including stop loss "s/l" Orders) on Swap Free Accounts for CFD are executed in accordance with the rules applicable for market orders under the condition that the last trade price on an Underlying Exchange has reached the level equal to a stop priced adjusted by deducting of a mark-up (purchase orders) or addition of a mark-up (sell orders). The execution price of a Stop order may differ from the activation price (stop price).

**6.2.13.** In case of Swap Free Accounts, swap points are not charged. However, there can be charge related to rollover or other fees available under Swap column in the Condition Tables on Client Account and statement. Those charges are not related to swap points.

#### **Specific rules for Stock CFDs and ETF CFDs.**

**6.2.14.** Due to its characteristics rules of placing and executing Orders for Stock CFD and ETF CFD may differ in some aspects from normal CFD rules as specified above. Prior to entering into any Stock CFD or ETF CFD Transaction the Client should become aware of how different Order types are executed for these Financial Instruments and how it may influence the price of a Transaction.

**6.2.15.** XTB executes orders on Stocks CFDs and ETF CFDs in an agency model (STP, DMA) – once receiving an Order from a Client, we forward it to the Executing Broker who routes such an Order to appropriate execution venue. The criteria for selecting an order execution venue shall be based on the pursuit of the best possible execution outcome with the consideration to maximizing probability of execution and obtaining execution price. Execution venues are regulated markets, multilateral trading facilities (MTFs), organized trading facilities (OTFs), systematic internalizes (SIs), etc.

**6.2.16.** An Order to execute a Transaction on Stock CFD or ETF CFD may be placed in the following manner:

- A. by placing a market Order at a current price of an Stock CFD or ETF CFD, published in the Trading Account;
- B. by placing a limit Order to execute a Transaction (buy limit; sell limit; take profit "t/p");
- C. by placing a stop Order to execute a Transaction (buy stop; sell stop; stop loss "s/l").

**6.2.16.**

**6.2.17.** The price of instruments categorized as Stock CFDs and ETF CFDs presented in the Account includes a mark-up included in the Spread. The value of mark-up is indicated in the Table of Fees and Commissions. For Limit Orders and Stop Orders indicated limit or stop price also includes a mark-up.

**6.2.18.** Market Orders on Stock CFDs and ETF CFDs are executed immediately at the best possible market price. The price of Order execution may differ from the price stated on the Trading Account before the Order was placed, as the price presented on the Trading Account is for information purposes only and is not binding. The final price of executing a Transaction will be provided after its execution. If an Underlying Instrument is suspended, pursuant to the rules binding at a given Underlying Exchange, the market Order placed during the suspension shall remain active until trading is resumed.

**6.2.18.1.** Market Orders on Stock CFDs and ETF CFDs having potentially significant, market impact may be rejected or executed in such a way aimed at minimizing price impact on the market price, e.g. by dividing such an Order into parts and routing them to an execution venue subsequently once each part is executed.

**6.2.19.** Orders on CFDs or ETF CFDs are executed at the indicated price limit or at a better price in a maximum volume possible to be executed. Its remaining part shall be active until the moment of Order execution or cancellation. The price indicated in the Order includes a mark-up specified in the Table of Fees and Commissions. Before passing such Order to an Executing Broker. We adjust the indicated limit price by subtracting the value of the mark-up.

**6.2.20.** Stop Orders for Stocks CFDs or ETF CFDs are executed in accordance with the rules applicable for market orders under the condition that the last trade price on an Underlying Exchange has reached the level equal to a stop priced adjusted by deducting of a mark-up (purchase orders) or addition of a mark-up (sell orders). The execution price of a Stop order may differ from the activation price (stop price).

**6.2.21.** The highest possible price limit that can be specified in an Order is:

- a) for purchase Limit Orders - the current sell price (Ask);
- b) for sell Stop Orders - the current purchase price (Bid);

The lowest possible price limit Orders that can be specified in an Order is;

- c) for sell Limit Order – the current purchase price (Bid);

- d) For purchase buy Stop Order – the current sell price (Ask).

**6.2.22.** Stop Orders and limit Orders on Stock CFD or ETF CFD, placed without the specified time limit, remains valid until fully executed or cancelled by the Client.

**6.2.23.** For contracts for which the Underlying is listed on the US market, stop orders placed before the regular trading hours set out in the Terms and Conditions are subject to additional requirements beyond those set out in clause 6.2.20. The Executing Broker to whom we transmit orders verifies the correctness of the stop price against the price of the last transaction from the pre-trading phase on the Underlying Exchange. If the stop price indicated in the purchase order is lower than or equal to the price of the last transaction, and for a sell order it is higher than or equal to this price, the Executing Broker will reject such an order due to non-compliance with the trading rules

**6.2.24.** The price of instruments categorized as Stock CFDs and ETF CFDs presented in the Account includes a mark-up included in the Spread. The value of mark-up is indicated in the Table of Fees and Commissions. For Limit Orders and Stop Orders indicated limit or stop price also includes a mark-up.

**6.2.25.** XTB executes orders on Stocks CFDs and ETF CFDs in an agency model (STP, DMA) – once receiving an Order from a Client, we forward it to the Executing Broker (Saxo Bank A/S), who routes such an Order to appropriate execution venue. The criteria for selecting an order execution venue shall be based on the pursuit of the best possible execution outcome with the consideration to maximizing probability of execution and obtaining execution price. Execution venues are regulated markets, multilateral trading facilities (MTFs), organised trading facilities (OTFs), systematic internalisers (SIs), etc.

## 7. Orders' time of execution

**7.1.** XTB executes Clients' Orders in the sequence they are received, unless something different results from Agreement, the conditions of an Order specified by the Client, character of an Order or if such sequence of Order's execution is not in Client's interest. In the period when market opens standard times of Order's executions as set out below do not apply.

**7.2.** With the reservation of specific provisions of the Regulations, an Open Position on CFD shall be closed without Client's consent after 365 days from the date of opening the position for all types of the accounts available in XTB offer excluding Swap Free Accounts unless:

- A. the Client closes the position;
- B. XTB exercises the right to close Client's Transaction beforehand in situations specified in the Regulations.

**7.3.** Closing specified above shall be executed at the first Financial Instrument Price provided by XTB on the first Trading Day after 365 days from the date of position's opening.

**7.4.** In case of Swap Free Accounts Open Position shall be closed after 14 days unless

- A. the Client closes the position;
- B. XTB exercises the right to close Client's Transaction beforehand in situations specified in the Regulations.

**7.5.** Closing of an Open Position in the Swap Free Account shall be executed at the first Financial Instrument Price provided by XTB on the first Trading Day after 14 days from the date of position's opening.

### Standard Time of the Execution of the Order

**7.6.** Delays in the execution of the Client's Order may occur and the Order may not be executed in the standard time in any of the following situations:

- A. breakdown of the IT systems and networks;
- B. suspension or closure of the quotations of the Underlying Instruments or other similar situations;
- C. prices gaps;
- D. erroneous quotation provided by the suppliers of prices or liquidity;
- E. delays in data transmission;
- F. significant volatility of the price of Underlying Instrument;

- G. low liquidity on the Underlying Instrument's market;
- H. exceptional market occurrences on the Underlying Instrument's market;
- I. in the event of the Force Majeure;
- J. imposing the specific conditions of execution of the transactions by a particular basic market;
- K. market opening;
- L. publication of the macroeconomic data;
- M. significant market events;
- N. specific instructions from the Client;
- O. particular for the Financial Instrument conditions of Order's execution;
- P. waiting for a confirmation or execution of the transaction by the liquidity provider;
- Q. execution of the pending Order;
- R. rejection of the Order;
- S. the other circumstances described in the Agreement.

**7.7.** On the Client demand XTB delivers to the Client the information with regard to the time of the execution of a particular Order and the reason for any delays in accordance with the provisions of Regulations regarding procedure of filing a complaint.

## **8. Changes to the Spread**

XTB applies a principle of quoting prices of Financial Instruments using variable (floating) Spreads. For detailed rules of quoting prices please refer to the Regulations.

## **9. Order's size**

We shall reject or cancel your Order if its amount exceeds the maximum value provided in the Table of Conditions.

## **10. Place of execution**

Due to fact that XTB shall serve as Client's counterparty in relation to Transactions involving Financial Instruments, XTB shall be the place of execution of all such Transactions, unless the specific rules of the Policy or Regulations do not provide otherwise.

## **11. Technology**

XTB shall use its best efforts to provide the highest quality of technology and will use adequate means aimed at ensuring the best execution of Client's Order.

## **12. Differences between Transaction Platforms**

**12.1.** If the Equity to Margin percentage ratio (the so-called Margin Level) is below 100% and there is at least one Open Position in the Client's Account, depending on the Trading Platform servicing the Client's Order:

- A. opening a new Order is not possible – on the xStation Trading Platform;
- B. conclusion only of a Reverse Transaction is possible if the Free Margin remains negative upon its conclusion – on the Meta Trader Trading Platform.

**12.2.** Calculation of the swap points/overnight financing corresponding to the value and type of an Open Position at the end of the day depends on the Trading Platform servicing the Client's Orders, and is performed according to the following rules:

- A. if the xStation Trading Platform is used for Order service, the swap points/overnight financing shall be credited or debited in the Investment Account at midnight of each day of the week, according to the daily rate;
- B. if the Meta Trade Trading Platform is used for Order service, the swap points/overnight financing shall be credited or debited in the Investment Account:
  - i. at midnight according to the daily rate – from Monday to Thursday;
  - ii. at midnight according to the triple daily rate – on Fridays;
  - iii. not applicable – on Saturdays and Sundays.

Regardless of the Trading Platform used to service the Orders, the above swap point/overnight financing calculation rules do not apply to the Open Position at the end of the day for the selected Financial Instruments the detailed swap point calculation rules for which are specified in the Conditions Tables.

**12.3.** Any change of the leverage value, following the provisions of GTC and Conditions Tables, depending on its cause:

- A. has no effect on the currently blocked Margin value for the Open Position, if using the xStation Trading Platform;
- B. adjusts the currently blocked Margin value for the Open Position, if using the Meta Trader Trading Platform, which adjustment is carried out taking into account the new leverage value.

**12.4.** In the case of conclusion of a Reverse Trading in relation to the current Open Position in the Client's Account, depending on the Trading Platform servicing the Client's Order:

- A. if the xStation Trading Platform is used for Order service, the Margin calculated only for one out of both Transactions with reversed direction is blocked – the one for which the Margin presents a higher value according to the Conditions Table. The mechanism applies also if the trades are opened using a different leverage value;
- B. if the Meta Trader Trading Platform is used for Order service, the currently blocked value of the Margin for the Open Position is adjusted to the level of 50% and the remaining 50% of the required Margin is blocked for the newly opened Reversed Transaction.

**12.5.** In Meta Trader Trading Platform, the names of individual elements of the account status bar can be different than the definitions provided in the General Provision.

## **Execution of orders on Financial Instruments: OMI type (Organised Market Instruments)**

### **13. Scope of Application**

- 13.1.** This section of the Policy applies to all Orders executed on the designated Organised Markets and regarding Organised Market Instruments (OMI).
- 13.2.** We can operate on the market via a Broker executing an Order.
- 13.3.** Some of the orders may be sent to and executed internally by the Executing Brokers acting as Systematic Internalisers.

### **14. Order Execution Factors (OMI)**

- 14.1.** We execute Clients' Orders and Instructions directly on the relevant market via Executing Broker or the order may be executed internally by the Executing Broker acting as a Systematic Internaliser. To ensure the best possible results of executing a Client's Order, both we and the Brokers we use shall take into account the following factors:
  - A. OMI price;
  - B. the costs related to the execution of the Order;
  - C. the Transaction time and speed;
  - D. the probability of concluding a Transaction and how easy it is to settle;
  - E. Order volume;
  - F. specific features of an Order.
- 14.2.** We shall make best effort to constantly monitor method of executing orders directly on the relevant markets and if Execution Broker executes the Client's Orders correctly, pursuant to section 14.1 of the Policy. Additionally, we shall immediately inform you of all the circumstances preventing the proper execution of an Order.
- 14.3.** Orders relating to OMI for which the Executing Broker acts as a Systematic Internaliser are executed in the sole capacity of the Executing Broker. This means that such Orders are executed OTC, i.e., outside a regulated market, MTF or OTF, which you hereby consent to. For such cases the Executing Broker acts as the counterparty to such Transactions. The Executing Broker shall operate in accordance with the applicable legal requirements and their internal procedures designed to prevent conflicts of interest.
- 14.4.** If you submit an Order for an OMI in respect of which the Executing Broker acts as a Systematic Internaliser and the volume of the Order exceeds the volume available under the published quote, they may either transmit the entire Order for execution on a regulated market or execute the Order partially, in their capacity as a Systematic Internaliser, up to the volume of the published quote and transmit the remaining part for execution on a regulated market.

### **15. Criteria of Order Execution in the Best Interests of the Client**

**15.1.** The best effect is determined taking into account the price of OMI and the costs related to the execution of the Order along with any costs incurred by the Client directly in connection with the execution of the Order, including fees charged by the institution performing the Transaction, approval and settlement of the Transaction, and other fees related to the execution of the Order.

## 16. Place of Order Execution

**16.1.** Clients' orders are executed on a regulated exchange market or on a multilateral trading platform (MTF) or by the Executing Broker directly, acting as a Systematic Internaliser (meaning that the place of order execution is the Executing Broker).

A. Only market orders will be executed by the Executing Broker acting as a Systematic Internaliser

**16.2.** We execute Client's Orders directly on the relevant market or using the services of Executing Brokers, which executes orders in trading systems, in particular:

- A. GPW, NYSE, NASDAQ, LONDON SE, Deutsche Börse (Frankfurt), Euronext Amsterdam, Euronext Brussels, Euronext Paris, Euronext Lisbona, Six Swiss Exchange, Borsa Italiana, Bolsa de Madrid Nasdaq OMX (Helsinki, Copenhagen, Stockholm), Oslo Bors – for OMI that are shares;
- B. LONDON SE, Deutsche Börse (Frankfurt), Euronext Amsterdam, Euronext Paris, GPW, Bolsa de Madrid – for OMI that are ETF;
- C. GPW, NYSE, NYSE ARCA, NASDAQ, LONDON SE, Deutsche Börse (Frankfurt), Euronext Amsterdam, Euronext Brussels, Euronext Paris, Euronext Lisbona, Six Swiss Exchange, Borsa Italiana, Bolsa de Madrid, Nasdaq OMX (Helsinki, Copenhagen, Stockholm), Oslo Bors, Dubai Financial Market (DFM) – for shares and ETFs.

**16.3.** We are obliged to take any necessary actions to prevent various order executing institutions charging and collecting fees or commissions from the Client, which would be discriminatory towards them.

**16.4.** We shall inform you if the Brokers through which we execute the Orders on relevant markets change.

## 17. General Rules of Order Execution

**17.1.** We execute your Orders immediately, reliably and quickly, in the order in which they are received, unless:

- A. you have decided otherwise; or
- B. the nature of the Order or market conditions make it impossible to apply a given method of execution; or
- C. according to our data, your best interests require a different approach.

## 18. Detailed Rules for the Order Execution for OMI

**18.1.** Due to the characteristics of OMI, the rules of placing and executing Orders on these instruments may differ in some respects from standard CFD rules indicated the Policy. Prior to entering into any OMI Transaction, you should be aware of how different Order types for these types of Financial Instruments are executed and how it may influence the price of a Transaction.

**18.2.** An Order to execute a Transaction on OMI can be placed in the following manner:

- A. by placing a market Order at a current price of an OMI published in the Trading Account;
- B. by placing a limit Order (buy limit, sell limit);
- C. by placing a stop Order (buy stop, sell stop).

**18.3.** When placing market Orders, the Client decides that the OMI will be executed at the best possible market price at that time. By submitting a market order relating to an OMI for which an Executing Broker acts as a Systematic Internaliser, the Client agrees that the order will be executed at price from Firm Quotes valid at the moment the order is received. The price of order execution may differ from the price stated on the Trading Account before the Order was placed. The price presented on the Trading Account is for information purposes only and is not binding. The final price of executing a Transaction will be provided after its execution. If trading in a particular OMI on a particular market is suspended in accordance with the rules of the relevant Underlying Exchange the market Order placed during the suspension shall remain active until trading is resumed or the Order is rejected. Market orders submitted outside trading hours defined for a particular Regulated Market are released to relevant market once trading hours start. Such order can be cancelled, but cannot be modified by until trading hours start.

**18.4.** Market Orders on OMI, the influence of which on the market price is potentially significant, can be rejected by us or a broker executing them or they can be automatically divided into parts sent successively to the market. Order execution in parts is aimed at obtaining potentially the best price of Order execution and limiting the Order's influence on the market price.

**18.5.** For a market order placed by the Client, the partial execution of which will result in the suspension of quotations on the exchange, the unrealized part of the order will remain active or canceled, depending on the trading rules applicable on the given market.

**18.6.** Limit Orders on OMI are executed at the price indicated by the Client or at a better price. If the Order volume possible to be executed at the price indicated by the Client or better exceeds the liquidity available at the given moment, the Order shall be executed at the maximum available volume. Its remaining part shall be active until the moment of Order execution or cancelling.

**18.7.** Stop Orders on OMI are executed at market prices binding at the moment of activating a given level of this Order, pursuant to the rules of market Order execution.

**18.8.** The highest possible limits:

- A. for buy limit Orders – the current Ask price;
- B. for sell stop Orders – the current Bid price.

The lowest possible limits:

- C. for sell limit Orders – the current Bid price;
- D. for buy stop Orders – the current Ask price.

**18.9.** For pending Orders placed outside trading hours, the reference price is the last Bid or Ask price visible in the Trading Platform. If on the relevant market during the phase of concluding a transaction, in pre-market conditions, the OMI price changes in relation to the last price visible in the Trading Platform, the pending Order with a price limit determined in accordance with the Policy can be rejected.

**18.9.1.** Limit Orders and stop Orders on OMI without a specified time limit, shall remain valid until an Order is fully executed or cancelled by the Client. Subject to the other provisions of the Agreement, the instant Orders are executed at the price indicated by the Client.

## 19. Fractional Shares

### Scope of Application and General Provisions

**19.1.** This part of the Policy applies to all Orders regarding Transactions in Fractional Shares.

**19.2.** Transactions in Fractional Shares consist of origination or expiry of the Client's Fiduciary right to a fraction of the given OMI. Whenever you hold Fractional Shares, XTB will hold the corresponding OMI to the fraction of which you have the Fiduciary right.

**19.3.** If you order the purchase of Fractional Shares, we can either buy an instrument from the OMI category (single share, ETF unit, etc.) in the Organized Market to which the Fractional Shares relate or use the OMI instrument that we already hold. Consequently, when we receive an Order to buy Fractional Shares, we have the right to exercise it either (i) by granting the Client the Fiduciary right to a fractional part of the OMI already held by us or (ii) by placing an order by us of purchase OMI on the Organised Market and granting you the Fiduciary right to the fractional part of such OMI on the date of transfer of full legal ownership of the shares to XTB (the date of settlement of the transaction, which is generally the second business day from the conclusion of the transaction on the regulated market). The purchase price of the Fractional Shares corresponds to the best current offer to sell OMI on the selected Organized Market at the time of placing the Order. In the event that after placing the Order there is a suspension of trading on the Regulated Market, the moment of determining the Purchase Price is determined in accordance with point 19.6. below.

**19.4.** If you order the sale of Fractional Shares, we may either sell the OMI unit to which the Fractional Share relates on the Organized Market or leave it in our possession (e.g. in connection with the right of another Client from the Fractional Share to such total OMI unit). Consequently, when we receive a Fractional Share Sale Order, we may remain the owner of OMI. The sale price of the Fractional Shares corresponds to the best current OMI purchase offer on the selected Organized Market at the time the Order was placed. In the event that after placing the Order there is a suspension of trading on the Regulated Market, the moment of determining the Sale Price is determined in accordance with point 19.6. below.

**19.5.** If you place an Order to buy or sell Fractional Shares outside trading hours defined for a particular Regulated Market, such Order will be executed once trading hours start and the execution price will be the best offer to sell (in the case of an Order to buy Fractional Shares) or the best bid offer (in the case of an Order to sell Fractional Shares) on the selected Regulated Market. The execution price may differ from the price stated on the Trading Account before the Order was placed. Such order can be cancelled, but cannot be modified by until trading hours start.

**19.6.** If you place an Order to buy or sell Fractional Shares during the suspension of trading of a given OMI on the selected Regulated Market, it will not be executed at the price at the time of placing the Order. Execution will take place after trading resumes and the execution price will be the current best offer to sell (in the case of a Buy Order for Fractional Shares) or the best bid offer (in the case of a Sale Order for Fractional Shares) on the selected Regulated Market at the time of resumption of trading.

**19.7.** If you acquire Fractional Shares the value of which results in exceeding the whole number of an OMI (including fractions acquired earlier) on the second business day after the transaction, your right to Fractional Shares equal to whole number expires and the whole instrument is recorded on your Trading Account. Similarly, if you have OMI (total unit of an OMI instrument) recorded in your Trading Account, you can sell a fraction of such OMI; in this case the OMI instrument will not be credited to your Trading Account, while your right to the Fractional Share will be registered.

**19.8.** We act as the other party to the Transactions concluded to execute your Order.

**19.9.** Your Orders are executed on the over-the-counter (OTC) basis, i.e. outside the regulated market or multilateral trading facilities (MTF).

**19.10.** Trade in Fractional Shares is executed without use of financial leverage.

**19.11.** We will notify you immediately of any circumstances precluding proper Order execution. If trading on the regulated market is suspended, the Client Order shall remain working until the trade is resumed.

**19.12.** Certain OMI may not be available for trading in Fractional Shares. Execution of Orders regarding Fractional Shares applies only to the OMI instruments eligible for such transactions in the Table of Conditions and for which the function of trade in fractional parts of such instruments is made available on the Trading Platform.

#### Place of Order Execution

**19.13.** The place of Order execution for Fractional Shares shall be XTB, which means that the Orders are executed on the OTC (over-the-counter) market to which you agree.

**19.14.** Transactions in Fractional Shares resulting in trade in the whole instrument held by XTB are executed outside the Organised Market, as part of internal transactions between XTB and the Client.

#### Price Quoting

**19.15.** The purchase and sale price of the Fractional Share is equal to multiplication of the relevant OMI price at the time the Order is executed by XTB and the to the fraction of this OMI.

**19.16.** We quote the OMI prices based on which the Fractional Share prices are determined systematically on Trading Days.

**19.17.** The detailed description of Trading Days is available in the Table of Conditions of the XTB Website.

#### Order Execution

**19.18.** In relation to Fractional Shares, we execute market, limit and stop orders. The current buy and sell prices of OMI based on which the price of Fractional Shares is determined are available on the Trading Platform.

**19.19.** The buy and sell Orders can be placed specifying the number of fractions of a given OMI with exactness of or a value expressed in an Account currency. The Orders where the value is expressed as a currency shall be converted into the number of OMI to be executed with the accuracy specified in the Table of conditions concerning OMI. When converting the value specified in the currency into the number of OMI, the number of OMI will be rounded down. This means that it is possible to round down to zero and consequently the order will not be executed. In the case of the Transactions referred to in clause 16.9 and 16.11 of the Regulations on the Provisions of Services, when converting the value specified in a currency into the number of Fractional Shares, the number of Fractional Shares may be rounded up to reflect the value of the assets you wish to withdraw from the relevant portfolio.

**19.20.** The Order to buy Fractional Shares is executed through creation of Fractional Shares. This means origination of your Fiduciary right to a fraction of OMI in the number determined in the Order and charging your Trading Account with the amount equal to your liabilities resulting from the Transaction. The day of creation of Fiduciary right to Fractional Shares is (i) the date of execution of the Acquisition of Fractional Shares (when we use an OMI unit that we already hold) or (ii) the settlement date of the total OMI acquisition on a regulated market (when we execute orders to purchase Fractional Shares and place an order to purchase the entire OMI unit on a regulated market), which falls on the second business day after the transaction on the regulated market.

**19.21.** The Order to buy Fractional Shares shall be executed using Free Margin in the Client's Trading Account, provided that they are sufficient to execute the Order.

**19.22.** The Order to sell Fractional Shares is executed through redemption of Fractional Shares. This means redemption of your Fiduciary right to a fraction of OMI in the number determined in the Order and crediting your Trading Account with the amount equal to the receivables resulting from the Transaction.

**19.23.** The minimum value of Order is the same as for OMI and is given in the Table of Conditions concerning OMI.

**19.24.** Orders regarding Fractional Shares are executed at the price of the best offer to sell (buy order) or purchase order (sell order) available on CBOE Europe, CBOE US, Equiduct, WSE or other organized markets.