



BEST INTEREST AND ORDER EXECUTION POLICY

ABF Trade EU Limited

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Document Control

Version	Date	Description	Approved By
v1.0	12 May 2026	Initial version for ABF Trade EU Limited	Board of Directors

1. Introduction

By accepting this Best Interest and Order Execution Policy ("the Policy"), you acknowledge and confirm that the official legally binding language of ABF Trade EU Limited is English. This Policy is provided in English and, where made available, in other languages for convenience only. In the event of any discrepancy, the English version shall prevail.

ABF Trade EU Limited ("the Company") is a Cyprus Investment Firm ("CIF") with business address at 162 Fragklinou Rousvelt, 1st & 2nd Floors, Limassol 3045, Cyprus, registered under Company Registration No. HE 291958 and authorised and regulated by the Cyprus Securities and Exchange Commission ("CySEC") under CIF Licence No. 171/12.

This Policy is provided to you (our Client or prospective Client) in accordance with the Investment Services and Activities and Regulated Markets Law of 2017 (L.87(I)/2017) as amended (the "Law"), which transposes MiFID II (Directive 2014/65/EU) into Cypriot law.

By opening a Trading Account with the Company, you provide your explicit consent to your Orders being executed outside a Regulated Market or Multilateral Trading Facility (MTF). You also consent to your Orders being executed in accordance with this Policy, as in force from time to time.

The Company executes Client Orders in relation to Contracts for Differences ("CFDs") across a range of asset classes including foreign exchange currency pairs, indices, commodities, shares, and cryptocurrencies. The Company acts as an agent in transmitting and arranging for the execution of Client Orders through one or more liquidity providers (execution venues), operating on a Straight Through Processing (STP) model. The Company does not take positions against its Clients.

2. Scope

2.1. This Policy applies to both Retail and Professional Clients as defined in the Company's Client Categorisation Policy.

2.2. This Policy applies when executing Client Orders for all types of CFDs offered by the Company.

2.3. This Policy is a summary. A more detailed version is available from the Company upon request.

3. Best Execution Factors

When executing Orders on behalf of Clients, the Company will take all sufficient steps to obtain the best possible result, having regard to the following execution factors:

3.1 Price

For any given CFD, the Company will quote two prices: the higher price (ASK) at which the Client can buy (go long) and the lower price (BID) at which the Client can sell (go short). The difference between these two prices is the spread. The Company's quoted prices are based on the prices received from its execution venue(s), plus any applicable mark-up.

The main mechanism through which the Company ensures that the Client receives the best price is to ensure that the calculation of its own prices is anchored to the market price received from the relevant execution venue. The Company monitors execution quality on an ongoing basis.

Despite the Company taking every sufficient step to obtain the best possible result for its Clients, it does not guarantee that it will always be possible to obtain the best price, particularly during fast market conditions or periods of extreme volatility.

Pending Orders (such as Buy Limit, Buy Stop, Stop Loss, and Take Profit for short positions) are executed at the price set by the Client, to the extent that market conditions permit.

3.2 Costs

For opening a position in some types of CFDs, the Client may be required to pay commission or financing fees. All applicable fees are set out in the Company's General Fees document and on the Company's website at www.abftrade.com/eu.

- **Commission:** Commissions may be charged either as a percentage of the overall value of the trade or as a fixed amount per lot, depending on the account type.
- **Financing Fee (Swap):** In the case of positions held overnight, the value of open positions in some types of CFDs may be increased or decreased by a daily financing fee (swap charge), depending on the direction of the trade and prevailing interest rates.

For all types of CFDs that the Company offers, commission and financing fees are charged explicitly to the Client account and are not incorporated into the Company's quoted prices.

3.3 Speed of Execution

The Company operates on an STP model and does not execute Client Orders as a principal. Orders are transmitted to the execution venue electronically with minimal latency. The Company endeavours to execute Client Orders as promptly as possible. Execution speed may be affected by factors outside the Company's control, including market conditions, system performance, and connectivity.

3.4 Likelihood of Execution

The Company arranges for the execution of Client Orders through its execution venue(s). Execution may not always be possible for every Order. If the Company is unable to proceed with an Order due to price, size, or other reasons, the Order will not be executed and the Client will be notified accordingly.

3.5 Likelihood of Settlement

The Company shall proceed to settlement of all executed transactions. The financial instruments offered by the Company are cash-settled CFDs. Settlement occurs through the crediting or debiting of the Client's trading account with the profit or loss arising from the position.

3.6 Size of Order

All Orders are placed in monetary values expressed in lots. The minimum Order size is 0.01 lots. The maximum Order size varies depending on the underlying asset and can be found on the Company's website. For large-size Orders, the execution price may be less favourable due to reduced liquidity at a single price level.

3.7 Market Impact

Some factors may rapidly affect the price of the underlying instruments from which the Company's quoted price is derived. These include market data releases, macroeconomic news, geopolitical events, and sudden changes in liquidity. The Company does not consider the above list exhaustive, and the order in which factors are presented does not reflect their relative importance.

4. Types of Orders Available for CFD Trading

The characterisation of an Order may affect its execution. The Company currently offers the following Order types via its MetaTrader 5 (MT5) trading platform:

4.1 Market Execution Orders

A Market Order is an Order to buy or sell a CFD as promptly as possible at the best available market price at the time the Order is received. Execution of this Order results in an "Open Position". Market Orders are executed at the price available in the market at the time of execution, which may differ from the price quoted at the time the Order was placed (slippage).

4.2 Instant Execution Orders

An Instant Execution Order is an Order to buy or sell at the price displayed on the platform at the moment the Order is requested. If the price changes between the moment the Order is sent and the moment it is processed, the Order may be rejected or re-quoted.

4.3 Pending Orders

A Pending Order is an Order to buy or sell a CFD at a predefined price in the future, once a specified price level is reached. The Company currently offers the following pending order types: Buy Limit, Buy Stop, Sell Limit, Sell Stop, Buy Stop Limit, and Sell Stop Limit. Stop Loss and Take Profit may be attached to a Pending Order. Pending Orders are good till cancelled unless otherwise specified.

4.4 Take Profit Orders

A Take Profit Order is intended to close a position and realise a profit when the CFD's price reaches a specified favourable level. Execution of this Order results in the closure of the related Open Position.

4.5 Stop Loss Orders

A Stop Loss Order is used to limit losses if the CFD's price moves in an unfavourable direction. If the price reaches the Stop Loss level, the position is closed at the best available price. Stop Loss Orders do not guarantee execution at the specified price, particularly during periods of extreme volatility or market gaps.

5. Execution Practices — Slippage

Slippage may occur when trading in CFDs. This is the situation where, at the time an Order is presented for execution, the price available from the execution venue is different from the price at which the Order was placed. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the execution price is worse, this is referred to as negative slippage.

Slippage may occur in all types of accounts the Company offers and may affect any Order type, including Stop Loss, Take Profit, and Pending Orders. The Company endeavours to minimise the impact of slippage but cannot guarantee that Orders will be filled at the exact requested price.

6. Leverage

The Company offers its retail Clients fixed leverage ratios in accordance with ESMA product intervention measures and CySEC regulations:

- 1:30 for major foreign exchange currency pairs
- 1:20 for non-major foreign exchange pairs, gold, and major equity indices
- 1:10 for commodities (other than gold) and non-major equity indices
- 1:5 for individual equities (shares) and other reference values
- 1:2 for cryptocurrencies

Leverage amplifies both potential profits and potential losses. Clients should carefully consider their exposure when using leverage. The Company provides negative balance protection for retail Clients, meaning Clients cannot lose more than the funds deposited in their trading account.

7. Best Execution Criteria

When executing Client Orders, the Company considers the following criteria in determining the relative importance of best execution factors:

- The characteristics of the Client, including their categorisation as retail or professional.
- The characteristics of the Client Order, including its type, size, and nature.
- The characteristics of the financial instruments that are the subject of the Order.

- The characteristics of the execution venues to which the Order may be directed.

Where the Company executes an Order on behalf of a Retail Client, the best possible result is determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, including all expenses incurred by the Client directly related to the execution of the Order.

Where there is more than one competing execution venue capable of executing an Order in a given financial instrument, total consideration paid by retail Clients is the most important factor in determining the best execution venue. Speed of execution, likelihood of execution and settlement, and other factors may also be relevant depending on the circumstances.

8. Specific Client Instructions

8.1. Whenever there is a specific instruction from a Client (for example, a specific price, Order type, or execution venue), the Company will execute the Order in accordance with that instruction to the extent that it is possible and consistent with applicable law and the Company's obligations. By following a specific Client instruction, the Company may be prevented from taking the steps set out in this Policy in respect of the elements of the Order covered by that instruction.

8.2. Trading rules for specific markets or market conditions may prevent the Company from following certain Client-specific instructions. In such cases, the Client will be notified as promptly as possible.

9. Execution of Client Orders

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

- Ensures that Orders executed on behalf of Clients are promptly and accurately recorded and allocated.
- Carries out otherwise comparable Client Orders sequentially and promptly, unless the characteristics of the Order or prevailing market conditions make this impossible.
- Informs a Retail Client about any material difficulty relevant to the proper carrying out of Orders, promptly upon becoming aware of such difficulty.

9.2. The Company does not aggregate individual Client Orders with Orders of other Clients where aggregation is likely to work to the disadvantage of any individual Client.

10. Execution Venues

10.1. Execution Venues are the entities with which Orders in financial instruments are placed and executed. The Company currently executes Client Orders through one or more regulated liquidity providers. The Company may, at its discretion, add, remove, or change execution venues.

10.2. The Company evaluates and selects execution venues based on several criteria, including but not limited to:

- The regulatory status of the institution.
- The ability to deal with large volumes of Orders during volatile market conditions.
- Speed of execution.
- Competitiveness of commission rates and spreads.
- Financial strength and stability.
- Technology infrastructure and breadth of market coverage.

10.3. Where there is only one possible execution venue, best execution is achieved by executing on that venue. Best execution does not necessarily mean obtaining the best possible price in isolation, but rather the best overall outcome for the Client.

10.4. The Company reserves the right to change the execution venue upon giving at least one (1) business day's prior written notice to the Client, where practicable.

10.5. The Client acknowledges that transactions in financial instruments entered into with the Company are not undertaken on a Regulated Market or MTF. CFDs are over-the-counter (OTC) instruments.

10.6 Ongoing Monitoring

The Company monitors the quality of execution obtained from its execution venue(s) on an ongoing basis, including:

- Price Comparison: The Company compares prices provided to its Clients with those of other execution venues to ensure competitive pricing.
- Statistical Data: The Company gathers statistical data regarding the frequency of rejections, re-quotes, and execution at request price.
- Complaints: The Company monitors complaints received relating to the quality of execution in order to identify and correct any deficiencies.
- Stress Testing: The Company periodically tests its technology and trading platforms under stress conditions during volatile market periods.

10.7. In accordance with Article 27(3) of MiFID II, the Company will make available to Clients, upon written request, information demonstrating that Client Orders have been executed in accordance with this Policy. Such information may include aggregated execution quality statistics and, where a Client raises a specific query about the execution of a particular Order, the Company will provide a reasoned explanation of how the Order was executed and the factors that determined the outcome. Requests should be directed to the Company at the contact details set out in Section 12.

11. Client Consent

11.1. By entering into a Client Agreement with the Company for the provision of investment services, the Client acknowledges and accepts that:

- Orders may be executed outside a Regulated Market or MTF.
- Orders will be executed in accordance with this Policy, as in force from time to time.
- The Client has read, understood, and accepted this Policy.

12. Amendments and Additional Information

12.1. The Company reserves the right to review and/or amend this Policy whenever it deems this appropriate or when required to do so by applicable law or regulatory requirements. The Policy is also reviewed whenever there is a material change in the execution venues used, the quality of execution obtained, or the Company's business model. Where any amendment materially affects Clients, the Company will notify Clients in advance in accordance with the Client Agreement.

12.2. An updated version of this Policy will always be available on the Company's website at www.abftrade.com/eu.

12.3. Should you require any further information or have any questions about this Policy, please direct your enquiry to:

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