

**PEAK WEALTH PTY LTD**

**Order Execution Policy**

# TABLE OF CONTENTS

## Contents

1. Introduction .....	3
2. Scope of this Policy .....	3
3. Execution Venue .....	4
4. Best Execution Factors .....	4
5. Best Execution Criteria .....	6
6. Client's Specific Instruction .....	8
7. Order Execution Risks .....	8
8. Monitoring and Review .....	8
9. Amendment of the Policy and Additional Information .....	8

## 1. Introduction

Peak Wealth (Pty) Ltd (hereinafter “the Company”, “us”, “our” “we”) is incorporated in South Africa and registered under the Companies and Intellectual Property Commission (<http://www.cipc.co.za/za/>) with a registration number 2013/007163/07. The Company is authorised and regulated by the Financial Sector Conduct Authority (“FSCA”) with authorisation number 44681, to provide intermediary services in connection with derivative products, operating under the Financial Advisory and Intermediary Services Act (“FAIS Act”).

The Company acting in its capacity as a Financial Service Provider (“FSP”), and as required by the law prescribed in Board Notice 58 of 2010 which amends the General Code of Conduct for Financial Services Providers and Representative published in Notice 80 of 2003, as amended by Notice 43 of 2008 (the “General Code”) and we are required to provide our Clients and Prospective Clients with this Order Execution Policy prior to entering into and during a business relationship.

The Company is required under the General Code to render financial services honestly, fairly and with due skill, care and diligence in the best interest of its Clients (i.e. to take all reasonable steps to obtain the best possible result or “best execution” on behalf of its Clients either when executing Client Orders or receiving and transmitting Orders for execution. This Policy will set out how the Company will obtain the best execution for its Clients.

## 2. Scope of this Policy

This Policy applies to Retail and Professional Clients (as defined in the Company’s Client Categorisation Policy found at [XX]). The Company will always act honestly, fairly and professionally, and communicate in a way, which is fair, clear and not misleading, taking into account the nature of the client and his business.

This Policy applies when executing Client Orders for the Client for all the types of CFDs offered by the Company. Clients must therefore ensure that they have read, understood and consent to the contents of this Policy before trading with the Company.

This policy is not applied in the following cases:

- a. If the client is categorised as an Eligible Counterparty, the Company will not owe Best Execution for transactions entered into with such Eligible Counterparties. Although the Order Execution Policy does not apply in such cases, the Company will act honestly, fairly and professionally, and communicate in a way, which is fair, clear and not misleading, taking into account the nature of the client and his business.
- b. In the event of force majeure which affects, interrupts or stops (permanently or temporarily) the operation of the trading facility or other mechanism or systematic transactions in which a client’s order is executed, beyond the reasonable control of the Company. In such exceptional circumstances, however, the Company will endeavour to execute the order, taking into account the prevailing circumstances, on a best effort basis.

The company acts in the best interest of the Client which means that the Company 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, the Company does not guarantee always obtaining the best results for the Client.

### 3. Execution Venue

The Company does not execute Client Orders and on an own account basis, but rather as a counterparty. Orders are transmitted for execution at the Execution Venue. The Company has this Policy in place to maintain the internal procedures and principles in order to act in the best interest of its Clients and provide them with the best possible result (“best execution”) when the orders are transmitted to the Execution Venue for execution.

The Company’s operations time are from Sunday 9pm GMT until Friday 9pm GMT. Any changes to these times and bank holidays will be communicated on the Company website.

The Client acknowledge that the trades are undertaken through the Trading Platform of the Execution Venue (i.e. over-the-counter), which may result in a greater risk than a regulated exchange.

### 4. Best Execution Factors

The Company will take all sufficient steps to obtain the best possible result/outcome (“Best Execution”) for its Clients when receiving, transmitting and executing Client Orders, taking into account prices, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order (“Best Execution Factors”), as follows:

**(a) Price:** For any given CFD, the Company will quote two prices: the higher price (ASK) at which the Client can buy (go long) that CFD, and the lower price (BID) at which the Client can sell (go short) that CFD. Collectively, the ASK and BID prices are referred to as the Company’s price. The difference between the lower and the higher price of a given CFD is the spread. Such orders as Buy Limit, Buy Stop and Stop Loss, Take profit for opened short position are executed at ASK price. Such orders as Sell Limit, Sell Stop and Stop Loss, Take profit for opened long position are executed at BID price.

The Company’s price for a given CFD is calculated by reference to the price of the relevant underlying asset, which the Company obtains from third party external reference sources (i.e. price feeders or Executive Venues). The Company’s prices can be found on the Company’s website or trading platforms. The Company updates its prices as frequently as the limitations of technology and communications links allow. The Company reviews its third party external reference sources from time to time to ensure that the data obtained continues to remain competitive. The Company will not quote any price outside the Company’s operations time (see execution venue below) therefore no orders can be placed by the Client during that time. Certain ex-ante and ex-post quality checks are conducted by the Company to ensure that prices obtained and subsequently passed on to clients remain competitive. Such checks include, but not limited to, reviewing system settings/parameters, comparing prices with reputable price sources, ensuring symmetry of spread and checking the speed of price updating.

If the price reaches an order such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, these orders are instantly executed. However, under certain trading conditions, it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price. In this case, the Company has the right to execute the order at the first available price. This may occur, for example, at times of rapid price fluctuations, if the price rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or this may occur at the opening of trading sessions. The minimum level (0.1%) for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given CFD, is specified in the Company's website at [www.xtrade.com/sa](http://www.xtrade.com/sa).

**(b) Costs:** For opening a position in some types of CFDs, the Client may be required to pay commission and/or financing fees, the amount of which is disclosed on the Company's website at [www.xtrade.com/sa](http://www.xtrade.com/sa).

Commissions: Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts.

Financing Fee: In the case of financing fees, the value of opened positions in some types of CFDs is increased or reduced by a financing fee "swap rate" throughout the life of the CFD (i.e. until the position is closed). Financing fees are based on prevailing interest rates, which may vary over time.

For all types of CFDs that the Company offers, the commission, if applicable, and financing fees are not incorporated into the Company's quoted price and are instead charged separately to the trading account.

Currency Conversion: The Company may provide a currency conversion quote from the Client's base currency to the currency of the relevant CFD. This will not reflect an actual conversion of currency in the Client's account and serves the purpose of calculating consideration in the base currency only.

**(c) Speed of Execution:** The Company is not the Execution Venue for the execution of the Client's Order. The Company arranges for the execution of Client Orders with third party Execution Venues. The Company places a significant importance when executing Client's orders and strives to offer high speed of execution within the limitations of technology and communications links. For instance, in cases where Clients are using a wireless connection or a dial up connection or any other communication link that can cause a poor internet connection then this may cause unstable connectivity with the Company's trading platform resulting to the Client placing his Orders at a delay and hence the Orders to be executed at better or worst prevailing price offered by the Company.

**(d) Likelihood of Execution:** The Execution Venue aims to provide the best possible price to Its Clients. The execution depends on the availability from other market makes/financial institutions (i.e. the Execution Venue's Liquidity Providers). The Execution Venue maintains the right to decline an order of any type. In some case it may not be possible to arrange an Order for execution, for example but

not limited in the following cases: during news times, trading session start moments, during volatile markets where prices may move significantly up or down and away from declared prices, where there is rapid price movement, where there is insufficient liquidity for the execution of the specific volume at the declared price, a force majeure event has occurred. In the above scenarios where the Execution Venue cannot fulfil the Client order, they maintain the right to execute the Client order at the first available price.

**(e) Likelihood of settlement:** The Execution Venue shall proceed to a settlement of all transactions upon execution of such transactions. The Financial Instruments of CFDs offered by the Execution Venue and the Company do not involve the delivery of the underlying asset, so there is no settlement as there would be for example if the Client had bought shares. All CFDs are cash settled.

**(f) Size of Order:** All Orders are placed in lot sizes. A lot is a unit measuring the transaction amount and it is different for each type of CFD. The minimum size of an order is different for each type of Trading Account. The Company has different minimum available tradable size per instrument, where by click on details of the instrument, the client will have all the necessary information or as stated on our website. While there is no maximum available tradeable size, the Company and/or Execution Venue reserve the right to decline an order, in case the size of the order is large and cannot be filled.

**(g) Market Impact:** Some factors may rapidly affect the price of the underlying instruments/products from which the Company's quoted price is derived and may also affect other factors listed herein. The Company will take all sufficient steps to obtain the best possible result for its Clients.

The Company and/or the Execution Venue does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. Any factors which affect the best possible result and are identified by the Company and are not listed above, they will be rectified accordingly in order to provide the client with the best possible result. Nevertheless, whenever there is a specific instruction from the Client, the Company shall make sure that the Client's order shall be executed following the specific instruction.

## 5. Best Execution Criteria

The Company will determine the relative importance of the above Best Execution Factors using its commercial judgment and experience in the light of the information available on the market and taking into account:

- (a) The characteristics of the Client, including the categorisation of the client as retail, professional or eligible counterparty.
- (b) The characteristics of the Client order.
- (c) The characteristics of the Financial Instruments that are the subject of that order.
- (d) The characteristics of the execution venue to which that order is directed.

When acting as executor for Retail or Professional Clients, the Company is responsible for selecting an Execution Venue where it executes the client order. In making this selection, it will take all sufficient steps to obtain the best possible results, under prevailing market conditions, for its clients, taking into account execution factors as above. When the Company acts as a Receiver and Transmitter of Client Orders, it ensures it will obtain the best possible results on behalf of clients by choosing the most appropriate Execution Entity to transmit the client order to.

When the Company executes an order on behalf of a Retail client, the best possible result shall be determined 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.

**The Company assigns the following importance level to the Best Execution Factors**

<b>FACTOR</b>	<b>IMPORTANCE LEVEL</b>	<b>REMARKS</b>
Price	High	We give strong emphasis on the quality and level of the price data that we receive from external sources (i.e. Execution Venues) in order to provide our Clients with competitive price quotes.
Costs	High	We take all reasonable steps to keep the costs of your transactions as low and competitive, to the extent possible.
Speed of Execution	High	Execution speed and the opportunity for price improvement are critical to every trader and we repeatedly monitor this factor to ensure we maintain our high execution standards
Likelihood of Execution	High	Even though we reserve the right to decline a Client order we aim to execute all Client Orders, to the extent possible.
Likelihood of Settlement	Medium	See relevant description in Best Execution Factors
Size of Order	Medium	See relevant description in Best Execution Factors
Market Impact	Medium	See relevant description in Best Execution Factors
Nature of Order	Medium	See relevant description in Best Execution Factors

## 6. Client's Specific Instruction

Whenever there is a specific instruction from or on behalf of a Client (e.g. fills in the required parts on the Company's trading platform when placing an Order), relating to the Order or the specific aspect of the Order the Company shall arrange – to the extent possible – for the execution of the Client Order strictly in accordance with the specific instruction.

**WARNING:** It is noted that any specific instructions from a Client may prevent the Company from taking the steps that it has designed and implemented in this Policy to obtain the best possible result for the execution of those Orders in respect of the elements covered by those instructions. When the Client's instructions relate to a part of the order, the Company applies its Order Execution Policy in respect of the elements that are not covered by such instructions.

## 7. Order Execution Risks

The following risks associated with execution, but not limited to:

- (a) Slippage:** The difference between the expected price of an Order and the price at which the order is executed.
- (b) Volatility:** During volatile markets, the order may be executed at a substantially different price from the quoted Bid or Ask price (or the last reported price).
- (c) Trading System and Internet Connectivity Execution Delays:** System failure either because of hardware and/or software.
- (d) Cancellation of trades and/or closure of positions:** The Execution Venue may cancel an order in circumstances where there is lack of liquidity or suspension of an asset or an error from the feeds from the providers or quotes from counterparties.

## 8. Monitoring and Review

The Company will review, at least annually or when a material change occurs, its execution policy as well the effectiveness of its order execution arrangements in order to identify and, where appropriate, correct any deficiencies and to ensure that it complies with all regulatory requirements and obligations. The Company through regular monitoring will check that the best possible results were obtained for the clients and proceed with any corrective actions if needed.

## 9. Amendment of the Policy and Additional Information

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate according to the terms of the Client Agreement. It should be noted that the Company will notify Client in advance of any substantial material changes to the Policy via email and via the Company's online system.

Should you require any further information and/or have any questions about this Policy, the Company's execution arrangements and/or how these are reviewed by the Company, please direct



your request and/or questions to [support@xtrade.com](mailto:support@xtrade.com) . The Company shall respond within a reasonable time.