



EBC
FINANCIAL
GROUP

Execution Policy

November 2020

Risk Warning: Trading Forex and Contracts for Difference (CFDs) on margin carries a high level of risk and may not be suitable for everybody. The high degree of leverage can work against you as well as for you. Before deciding to trade Forex and CFDs, you should carefully consider your trading objectives, level of experience and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial trading capital. You should be aware of all the risks associated with trading Forex and CFDs and seek advice from an independent adviser if you have any doubts.

1. INTRODUCTION

- 1.1. This Order Execution Policy (“Policy”) is provided by EBC Group LLC (Company Registration No. 353 LLC 2020) whose registered office is located at First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St Vincent and the Grenadines (“EBC”, “we” or “us”).
- 1.2. This Policy provides an overview of how EBC executes client orders and is responsible for providing the best execution for those orders. First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St Vincent and the Grenadines.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Throughout this Policy, the following words and expressions shall bear the following meanings:
 - 2.1.1. “Buy Limit” means an order to buy securities once the price reaches a level that is lower than the current price. Usually, this order is placed in anticipation that the security price, having fallen to a certain level, will increase;
 - 2.1.2. “Buy Stop” means an order to buy securities once the price reaches a specific level, which is higher than the current price. Usually, this order is placed in anticipation that the security price, having reached a certain level, will keep on increasing;
 - 2.1.3. “Client Agreement” means the client agreement entered into between EBC and the Client;
 - 2.1.4. “Market Order” means an order to buy or sell at the current quoted price immediately;
 - 2.1.5. “Margin Level shall be derived from the formula (Equity / Margin x 100%);
 - 2.1.6. “Pending Order” means the execution of a trade at a specific price, which shall include Buy Limit, Buy Stop, Sell Limit, Sell Stop, Take Profit and Stop Loss;
 - 2.1.7. “Sell Limit” means an order to sell securities once the price reaches a level that is higher than the current price. Usually this order is placed in anticipation of that the security price, having increased to a certain level, will fall;
 - 2.1.8. “Sell Stop” means an order to sell securities once the price reaches a specific level, which is lower than the current price. Usually, this order is placed in anticipation of that the security price, having reached a certain level, will keep on falling;
 - 2.1.9. “Stop Loss” means an order used to minimize of losses if the price of securities has started to move in an unprofitable direction. If the security price reaches this level, the position will be closed automatically;
 - 2.1.10. "Stop Out" occurs when the value of the Margin Level as provided in the Trading Platform where force closing of the opened positions shall occur without any prior notice to the Client;
 - 2.1.11. “Take Profit” means an order intended for gaining the profit when the price of securities has reached a certain level. Execution of this order results in the closing of the position.

- 2.2. The meanings of words and expressions that were not defined in this Policy shall follow the Client Agreement's definitions.

3. TRANSACTION TERMS AND CONDITIONS

- 3.1. The Client acknowledges that the leverage for futures shall be reduced by half when the trading market closes.
- 3.2. Buy Limit, Sell Limit and Take Profit on currency pairs and CFDs are executed at the Client's input trading price at the first available market price.
- 3.3. Buy Stop, Sell Stop and Stop Loss on currency pairs and CFDs are executed at the Client's input trading price at the first available market price. In the event:
- 3.3.1. there is a gap at the time of opening and closing of the positions; and
 - 3.3.2. the input pending order is within the gap;
- The order shall be executed at the first available market price after the price gap.
- 3.4. The Client acknowledges that Buy Stop, Sell Stop, Buy Limit and Sell Limit orders are only available at 50 points above or below the current market price.
- 3.5. EBC reserves the right to deny execution of an order in the event any transmission errors, delay, technical faults, malfunctions, illegal intervention on the trading platform resulted in price or quotation error of financial instruments offered by EBC.
- 3.6. The Client acknowledges that the amendment or cancellation of an order is impossible after the input price has reached the execution price.
- 3.7. The Client agrees and acknowledges that when Stop Out occurs, force closing of the opened positions shall occur without any prior notice to the Client. In the event there is an additional amount due in the Client Account which arises after force closing of the opened positions, the Client undertakes to pay the amount balance due to EBC.

4. EXECUTION VENUE

- 4.1. We act as a principal and not as an agent on the Client's behalf at all times. However, we reserve our rights to transmit the Clients orders for execution to third party liquidity providers, whereby contractually EBC is the sole counterparty to your trades and any execution of orders is done in the EBC's name. Therefore, EBC is the sole execution venue for the execution of the Client's orders.
- 4.2. The Client acknowledges that the transactions entered with the Company:
- 4.2.1. are not undertaken on a recognised exchange;
 - 4.2.2. are over-the-counter ("OTC") transactions;
 - 4.2.3. may expose the Client to greater risks comparatively than recognised exchange, such as counterparty risk arising from execution outside a trading venue

5. PROHIBITION ON BONUS-HUNTING

- 5.1. EBC strictly prohibits any act or omission committed by Clients:
 - 5.1.1. solely to receive or collect EBC's bonus; and
 - 5.1.2. which are solely intended to cause loss or damage to EBC.
- 5.2. EBC reserves the right to:
 - 5.2.1. withhold the Client's funds;
 - 5.2.2. withhold the Client's bonus;
 - 5.2.3. cancel the Client's bonus; or
 - 5.2.4. impose a penalty of 5% on the Client's deposit;if EBC deems the Client is engaging, engaged or is under suspicion in bonus-hunting.
- 5.3. The following actions shall be considered as bonus-hunting:
 - 5.3.1. if the Client systematically closes positions with a profit of less than 10 points and still has non-turn over bonus; and/or
 - 5.3.2. if the Client systematically opens the opposite positions and thus has non-turn over bonus.EBC reserves the right to apply other algorithms or other methods in identifying the bonus-hunting that are not described in this Policy.
- 5.4. The Client agrees that in the event multiple accounts are registered in the Client's name, the bonus shall only be credited to the account of which the Client made the first deposit.
- 5.5. The Client acknowledges that the size of his non-turn over bonus will be reduced in proportion to the amount of withdrawals on the amount of the initial deposit.

6. AMENDMENTS

- 6.1. The Client acknowledges that EBC reserves the right to amend or update this Policy at any time without prior notice to the Client. The amendments to the Policy shall become effective immediately and shall be legally binding on the Client upon publishing of the Policy on EBC's website. The Client undertakes to review this Policy on the EBC's website regularly.
- 6.2. The official language of this Policy shall be English. EBC may provide this Policy in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Policy and any other language version, the English version shall prevail.

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