

Best Execution Policy

Versus Trade Ltd, a duly registered company in Saint Lucia under the registration number 2024-00586, is the operator of the website www.versus.trade



1. Introduction

1.1. This order execution policy (the "Execution Policy") is issued by Versus Trade Ltd (the "Company") for the benefit of its Client when executing transactions in the Financial Instruments provided by the Company in order to satisfy its obligation of providing Clients with best possible execution the mechanisms and procedures through which the Client may conduct Trading Operations.

1.2. The Company has established this Execution Policy in order to meet its duty to undertake reasonable steps to obtain the best possible result for its Clients. The Company commits to take all sufficient steps, proportionate to its size, business model, and the nature of FX/CFDs products offered, to obtain the best possible result for clients on a consistent basis. The Company provides its Clients' with the appropriate information on this Policy. In order to comply with this obligation, the Company, in addition to retaining a copy of this Policy on this website, will make the Policy available to Clients upon receipt of a written request by such Client.

1.3. The Company's Execution Policy forms part of the Client Agreement and as such, by agreeing to the Client Agreement, the Client is agreeing to the terms of this Execution Policy. This Execution Policy applies to Orders and trades for Clients of the Company.

1.4. Unless otherwise stated, any definitions, which appear hereunder, shall have the same meaning as ascribed to them in the Client Agreement.

1.5. This Execution Policy is drafted in the English language. If this Execution Policy is translated into another language, the English language text shall in any event prevail.

2. Duties and Obligations

2.1. The Company provides leverage/margin trading, on an execution-only basis for a Client which has accepted the terms and conditions of the Client Agreement. The Company does not provide investment advice, portfolio management, or fiduciary services, any information provided is of a general, non-personal nature.

2.2. The general availability of the markets and subsequently any provision of Services shall be left entirely to the Company's absolute and sole discretion, who in turn shall solely decide which markets or Services, if any, are available thereof. Such discretion will be exercised fairly and consistently and subject to appropriate conflicts-of-interest controls.

2.3. The Company deals with its Clients as a principal and respectively as a counterparty to each trade, providing you with two-way price quotes. As such, every market offered by the Company is quoted as a derivative of the underlying market and we are the only execution venue to which you

have access through the Company. If the Client decides to open a position in a Financial Instrument with the Company, then that Open Position can only be closed with the Company.

2.4. The Company acts in accordance with the best interests of its Clients and with due regard to the market and its conditions at such specific times. The Company is aware and acknowledges that retail Clients rely upon the Company to make available the best prices on the market in a consistent manner. The Company acts in accordance with the best interests of its Clients in the due course of providing the Services and strives to provide the best available prices for the execution of Trading Operations. The Company undertakes reasonable steps to obtain the best prices and subsequently results for the Client for each Trading Operation requested. The Company maintains effective systems and controls to identify, manage and disclose conflicts of interest that could adversely affect execution quality, including conflicts arising from acting as principal, remuneration structures, and relationships with liquidity providers.

2.5. It is hereby agreed and understood by the Client(s) that the best possible result, however, may vary depending on several factors, whether predictable or not. Consequently, this renders the possibility that obtaining the best price feed or the lowest cost for a Trading Operation may differ from expectations. Best execution is applied on an order-by-order basis, taking into account prevailing market conditions and the characteristics of the Client order and the Financial Instrument.

2.6. It is understood that trades are placed with the Company via the online Trading Platform only and that the Company does not facilitate telephone orders or face-to-face trading, i.e. all trading activity is 100% automated. The Company automatically records all orders and allocates them in sequential order, ensuring their fair and prompt execution. The Company publishes, through its Trading Platform, the live-streaming prices at which the Financial Instruments offered can be traded. The final price may deviate from the displayed amount depending on the characteristics of each order.

3. Factors taken into consideration

3.1. The Company takes into account several factors in respect of each Trading Instrument made available, in order to ensure that such meet its obligations, the due process of meeting its obligations hereunder is therefore required to consider and assess the importance in respect of each class of Trading Instruments made available for Trading Operations, in particular and among others, the Company takes the following factors into account without limitation:

3.1.1. Price – This is the price feed at which a transaction is executed. The price for a given CFD is calculated by reference to the price of the relevant underlying financial instrument. For a 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. The price feeds that may be streamed to Clients consist of liquidity from various liquidity and data providers in order to ensure the Client has the best execution possible. Having multiple liquidity and data providers enables the Company to provide to its Clients with competitive prices, taking the best 'bid' and 'ask' prices from its liquidity and data providers.

3.1.2. Cost - This includes the charges which may be implemented by third parties in order to facilitate the provision of the Services such as exchange or clearing fees in addition to real costs such as spreads and slippage. It is hereby understood that such costs fall under the obligations of the Client.

3.1.3. Speed of execution - This refers to the amount of time that elapses between the Trade Operation and the successful execution of that Trade Order. The Company executes Client's orders as a principal with the Client. This means that in the absence of any manifest technical issue or low internet speed, Trade Operations occur instantaneously at the prices quoted by the Company. The maintains high speed connections through multiple servers hosted globally. The execution is fully automated. 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 Company.

3.1.4. Likelihood of execution – The Company relies on third party liquidity and data providers for prices and available volume of the different Financial Instruments it offers. Therefore, the posting of Bid and Ask prices on the part of the Company shall depend on the availability of services of the price feed providers and consequently the execution of the Client's Order(s) depends on whether there are prices and liquidity available at the time these Order(s) are received by the Company. In the absence of any abnormalities in the markets where the underlying assets are traded or any technical or other factors that may interrupt the streaming of prices and/or the availability of Services of the price feed providers, a very high likelihood of execution of Client Orders, resulting in very high fill rates. In the event that the Company is unable to proceed with an Order in relation to price or size or for any reason, the Order will be executed at the first available price or not executed at all. In addition, please note, that the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to arrange for the execution of any Order or request of the Client in circumstances as set out in the Client Agreement. The Company does not accept any orders outside the market hours of the relevant underlying Financial Instrument.

3.1.5. Likelihood of settlement- All transactions are settled upon execution of such transactions. The Financial Instruments offered by the Company do not involve the delivery of the underlying asset, thus the Company proceeds with settlement of all transactions upon the execution and/or time expiration of the specific transaction.

3.1.6. Size of the Order – The Company reserves the right to reject Orders made in moments

where there is insufficient or no liquidity in case the size of the Order is excessively large to the point where execution of the Order would lead to undue concentration of exposure for the Company. Clients can place Orders only if they have available balance in their Trading Account.

3.1.7. Market Impact - Some factors may rapidly affect the price of the underlying instrument/product from which the Company's quoted price is derived, and may also affect other factors listed herein. The Company will take all reasonable steps to obtain the best possible result for its Clients.

3.2. The above factors are in the Company's opinion, the most important elements of this Policy. However, the Company does not consider the above list exhaustive and/or limit itself in this regard and depending on each case further elements are taken into account when facilitating the execution of orders. The order in which the above factors are presented shall not be taken as a priority factor.

3.3. Some of the markets which are made available by the Company may be done so outside of normal market hours. Such markets are typically referred to as the grey markets. In such situations the Company will undertake best possible efforts to ensure and provide consistency in regards to pricing. In turn, it is hereby noted that such efforts may not always be possible or successful during particularly volatile periods of cases of illiquidity in such a grey market.

3.4. The Company will at its sole and absolute discretion determine the relative importance and/or priority of each factor taking into account the criteria described below:

- A. Characteristics of the Client.
- B. Characteristics of the Client Order.
- C. Characteristics of the Financial Instruments involved.
- D. Characteristics of the execution venues being considered.

Not all of these criteria are relevant and such depends on a case-by-case basis.

3.5. When executing an order the best possible result is determined by the total consideration (that is, the price of the investment and any associated costs, such as execution venue fees, clearing and settlement fees, and other third-party fees) for the order. Where price and costs are materially equivalent, the Company may consider other factors (including but not limited to speed, likelihood, size, nature) to achieve the best outcome.

4. Fees and Charges

The charges imposed on the Client by the Company for the provision of Services are made on a transparent and fair basis, such charges are subsequently disclosed to Clients on the Trading Platform and the Website. In certain situations, such as the applicability of any partnership or introductions, that the commission earned from a specific Client will be subjected through a share

between the Company and such third party. There may be situations, through third party introductions or through partnership deals with affiliated companies, Introducing Brokers or Partners, among others, that a commission or other income generated from your trade is shared with third parties.

5. Monitoring and Review

5.1. Monitoring: The Company will monitor the effectiveness of its order execution arrangements, including this Execution Policy and where appropriate, the Company reserves the right to correct any deficiencies and/or make amendments as the Company's sole discretion.

5.2. Review: Company will review its order execution arrangements and this Execution Policy from time to time, at least annually and in circumstances whenever a material change occurs.

6. Execution Venue

6.1. For the purpose of Orders and the provisions relating to the best execution, 'Execution Venue' shall mean the firm directly executing the orders. In this instance Company is the Execution Venue who is quoting prices which are provided to Company by top tier global banks & non-bank liquidity providers in the wholesale foreign exchange markets.

6.2. The Company provides execution-only trading and services for its Clients in Foreign Exchange, and CFD Trading. The Company does not offer any advice and does not offer equity share trading in its CFD offerings. It is the sole decision of the Company as to what markets it offers its clients, and it does so, not as a broker but as a principal and counterparty to each trade. As such, every market offered by the Company is quoted as a derivative of the underlying market and the Company is the only execution venue to which the Client has access through us.

6.3. The Client acknowledges that the transactions entered in Financial Instruments with the Company are not undertaken on a recognized exchange.

7. Consent

7.1. The company is required to obtain your prior consent to our order Execution Policy.

7.2. The Client shall be deemed to have provided such consent to the Execution Policy, as in force and as amended from time to time, by accepting the Client Agreement or by effecting a transaction following the amendment of this Execution Policy and/or the Client Agreement and/or receipt of the notice of any amendment of the Execution Policy.

8. Updates and Renewal

8.1. This policy, along with all effective arrangements will be reviewed annually or whenever a material change occurs that affects the Company's ability to continue to obtain the best possible result for its Clients.

8.2. The Company reserves the right to review and/or amend this Execution Policy, at its sole discretion, whenever it deems fit or appropriate.