

The logo for Amalga, featuring the word "Amalga." in a bold, black, sans-serif font. The period at the end of the word is replaced by three short, yellow, diagonal lines that resemble a sunburst or a stylized 'a'.

**AMG MARKETS LIMITED**

**(Registration Number: 231002)**

Registered in Republic of Seychelles under International Business Companies Act, 2016 (Act 15 of 2016).

**ORDER EXECUTION POLICY**

## AMG MARKETS LIMITED ORDER EXECUTION POLICY

### Introduction

AMG MARKETS LIMITED is committed to treat our clients fairly by executing orders on terms most favorable to our clients. As such, AMG MARKETS LIMITED has implemented this Order Execution Policy (hereinafter referred to as the 'Policy') aimed to obtain the best possible result for our clients, taking into accounts factors listed below.

The Policy is aimed to provide our clients with a general overview on the how trade orders are executed and the various factors that can affect the execution of the financial instruments offered by AMG MARKETS LIMITED

### Scope and Application

AMG MARKETS LIMITED will always act as principle when executing transactions for the clients. The Policy will apply whenever AMG MARKETS LIMITED execute transactions on behalf of professional and retail clients.

AMG MARKETS LIMITED will take all reasonable steps to obtain the best possible result for the clients as accordance to the Policy. The Policy takes into account factors such as the size of the order, liquidity of the underlying market, and the priorities of the client with the purpose to provide the best outcome in the interest of the client.

AMG MARKETS LIMITED does not however guarantee that execution at our price will be more favorable than one which might have been available elsewhere.

By agreeing to the terms of our Customer Agreement, clients are also agreeing to the terms of AMG MARKETS LIMITED Order Execution Policy.

### Your agreement to this Policy

This Policy has been provided to help clients understand how AMG MARKETS LIMITED executes client orders so that they can make an informed choice on whether to use AMG MARKETS LIMITED's services. You should ensure that you have read and understood its contents.

### Execution Factors

AMG MARKETS LIMITED has considered a number of criteria that might be important to clients. These are called the Execution Factors:

- Price – the market price at which the order is executed.
- Costs – any additional charges that may be incurred in executing the order in a particular way over and above AMG MARKETS LIMITED's normal charges.



- Speed of execution – this can be particularly important in fast moving markets.
- Likelihood of execution and settlement – the best price is of little use if AMG MARKETS LIMITED cannot execute at it or if the transaction fails to complete.
- Size and Nature of the transaction – the way that AMG MARKETS LIMITED executes an unusual order (for example, one that is larger than the normal market size or has unusual features such as an extended or shortened settlement period) may differ from the way it executes a standard order.
- Market Impact – the effect that executing a client’s order, or showing it to other market participants, might have upon the market.
- Other factors relevant to particular order types – as applicable.

When AMG MARKETS LIMITED executes orders on behalf of clients, Best Execution is determined on the basis of the total consideration paid to or by the client, unless the objective of execution of the order dictates otherwise. Total consideration is the price of the financial instrument and the costs related to execution, including all expenses incurred by the client which are directly related to the execution of the order such as venue execution fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. When assessing whether best execution has been achieved, AMG MARKETS LIMITED does not take account of its standard charges that will be paid by the client irrespective of how the order is executed.

## Best Execution Criteria and Relevant Elements

The relative importance that AMG MARKETS LIMITED attaches to the Execution Factors in any particular case may be affected by the circumstances of the order. These are called the Execution Criteria.

- Client Characteristics – professional customers may have different needs to retail customers.
- Transaction Characteristics – such as the potential for it to have an impact on the market.
- Financial Instrument Characteristics – such as liquidity and whether there is a recognized centralized market.
- Venue Characteristics – particular features of the liquidity sources available to AMG MARKETS LIMITED
- Other relevant circumstances – as applicable.

## Execution Venues

Based on its assessment of the Execution Factors and the Execution Criteria, AMG MARKETS LIMITED will select one or more venue(s) for the execution of the client’s order. Venues used might include:

## ORDER EXECUTION POLICY



- Regulated Markets
- Multilateral Trading Facilities
- Order Crossing Networks and other electronic platforms
- Liquidity provided from AMG MARKETS LIMITED's our own internal flow aggregation book
- Other brokers, dealers and market makers

AMG MARKETS LIMITED will take reasonable care not to discriminate between execution venues other than on the basis of the Execution Factors relevant to the order concerned.

Where executing orders against liquidity provided by its own internal flow aggregation book, AMG MARKETS LIMITED will aggregate the risk from client transactions with risks arising on other clients' orders and will undertake hedging activities at other dealing venues in the manner that it considers to be most efficient.

The prices that AMG MARKETS LIMITED makes available to clients under this model will be based upon the prices available to it from its selected hedging venues.

AMG MARKETS LIMITED has access to several exchanges and other execution venues through its order routing vendors.

## Price

AMG MARKETS LIMITED receive price feeds from some of the world's leading liquidity providers to ensure our clients receive the best possible price quotes. Trade orders accepted by AMG MARKETS LIMITED will be executed at the price requested by the client and at no other price, assuming there are no "slippage" and that the required price is still available.

## Costs

Opening a position in some types of Financial Instruments provided by AMG MARKETS LIMITED may require the client to pay commission and/or other fees if applicable. These charges are disclosed in Terms of Business.

## Liquidity

All orders submitted by the clients to AMG MARKETS LIMITED are subjected to size consideration. The minimum size of an order is 1000 units of base currency. Although there



is no maximum size for an order which can be submitted by the client, AMG MARKETS LIMITED reserves the right to decline an order if the requested size is larger than AMG MARKETS LIMITED is able to trade in the underlying market, at the requested price, at that particular point of time. Greater liquidity may be offered to the client by AMG MARKETS LIMITED at its own discretion.

## **Speed and likelihood of execution**

AMG MARKETS LIMITED will act as the principle for all orders submitted by the client. AMG MARKETS LIMITED is committed to offer our client the best possible execution speed and strives to improve within the limitations of information and communication technology. Under all normal circumstances orders will be filled at the requested price within seconds. If the price requested is not available in the market, the order will not be filled. However, the use of any form of unstable or slow internet connection at the client's end may result in interrupted and/or delayed connectivity to our platforms.

In certain circumstances due to poor connection speed, abnormal market volatility or in the case of intentional manipulation of our quoted price or other related data, the client's order may be declined by AMG MARKETS LIMITED if the price requested by the client is not representative of the market price received by AMG MARKETS LIMITED Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platform does not accurately reflect the market rates. The concept of latency arbitrage, or taking advantage of these internet delays, cannot exist in an OTC market where the Client is buying or selling directly from the principal. The Company does not permit the practice of arbitrage on the Trading Platform. Transactions that rely on price latency arbitrage opportunities shall be revoked, without prior notice. Please, consult the "Allowed Trading Methods" Paragraph for more information!

## **Aggregation**

The client's orders may at the discretion of AMG MARKETS LIMITED be aggregated/split with AMG MARKETS LIMITED own orders, orders of any of AMG MARKETS LIMITED associates and/or other clients. Orders will only be aggregated or split where AMG MARKETS LIMITED reasonably believes it to be unlikely that the aggregation or split generally will be unfavorable to any client. However, such aggregation may in abnormal circumstances work to the client's disadvantage.

## **Monitor and Review**

AMG MARKETS LIMITED will monitor on a regular basis the effectiveness of our order execution arrangements and execution policy to deliver the most favourable result to our clients and to identify and correct any problem. AMG MARKETS LIMITED reserves the

right to correct any deficiencies in the policy and to make improvement to its execution arrangements wherever deemed necessary by AMG MARKETS LIMITED

## **Force Majeure Events**

AMG MARKETS LIMITED not responsible for financial losses arising from force majeure events. These events are extreme and irresistible circumstances that are independent of the will and actions of the agreement participants, that cannot be foreseen, prevented, or eliminated, including but not limited to natural disasters, fires, man-made accidents and disasters, emergencies at utility works and on utility lines, bankruptcy of Liquidity Provider, DDOS attacks, riots, military actions, terrorist attacks, uprisings, civil unrest, strikes, and the regulatory acts of state- and local government authorities.

## **Allowed Trading Methods**

AMG MARKETS LIMITED allows all types of trading methods and styles. The Company reserves the right, however, to close, suspend or recoup any closed profit and loss from an account it deems is engaging in unethical or questionable trading styles including, but not limited to, latency arbitrage, the act of “flooding” of our servers with an excessive amount of pending orders and / or pending order modification requests, trades with opening and closing time of lesser than 3 minutes, excessive logins, or the use of certain automated trading systems or Expert Advisors, without notice. AMG MARKETS LIMITED will usually (but is not obligated to always) attempt to initially express its concern to Customer or associated parties via email or telephone in the form of a formal warning. If the Customer or associated party does not modify trading style within a reasonable amount of time following the warning, AMG MARKETS LIMITED reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from account, and return any remaining proceeds to Customer according Company account closing procedures or any combination thereof.

In addition, if we reasonable believe that you (including any Authorised Representative) have (or attempted to) manipulated our Quotes, our execution process or our Electronic Trading Service, or “gamed” or attempted to “game” our Electronic Trading Service or attempted some form of market abuse or market misconduct, we may in our sole and absolute discretion without notice to you do any one or more of the following (to the extent permitted by law):

- (a) enforce the Transaction(s) against you if it is a Transaction(s) which results in you owing money to us;
- (b) treat all of your Transactions as void from their inception;



- (c) withhold any funds from you which we suspect to have been derived from any such activities;
- (d) Close Out your Account;
- (e) adjust your Account;
- (f) suspend your Account;
- (g) terminate this Agreement; and
- (h) take such other action as we consider appropriate.
- (i) you will use the services offered by us pursuant to this Agreement in good faith and, to this end, you will not use any electronic device, software, algorithm, any betting strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer prices. In addition, you agree that using any device, software, algorithm, strategy or practice in your dealings with us whereby you are not subject to any downside market risk will be evidence that you are taking unfair advantage of us;
- (j) you will use the services offered by us pursuant to this Agreement in good faith and, to this end, you will not use any electronic device, software, algorithm, or any betting strategy that aims to manipulate or take unfair advantage of any Electronic Betting Service;

## **Pending Orders**

AMG MARKETS LIMITED reserve the rights to disable pending order function on major news release without prior notice.

## **Slippage**

AMG MARKETS LIMITED aims to provide clients with the best execution available and to fill our client's orders at the requested price. However, there are times when, due to abnormal increase in market volatility, orders may be subject to slippage or rejected on LP level. AMG MARKETS LIMITED hereby advise our clients that slippage is a normal market practice in the industry and a common feature of the foreign exchange market under conditions such as lack of liquidity and abnormal volatility due to economic events, news announcements, and market opening. AMG MARKETS LIMITED shall not be held liable for losses suffered by the client caused by slippage. AMG MARKETS LIMITED reserve the rights to void any positions opened and subsequently closed within 3 minutes. AMG MARKETS LIMITED do not recognize trades under 3 minutes if trades rejected by LP. Any profit, loss, and/or commission fees made through these transactions may be deemed invalid.

## Misquotes / Mispricing

It is possible that a transaction may be performed on a wrong price due a miss-quote price feed from any of AMG MARKETS LIMITED third party liquidity providers or through an unexpected technical fault. Equally, there may be delays due to internet connection or occasions where a position is opened or closed based on latent prices that do not reflect the correct market prices at the time of transaction, resulting in an inaccurate profit or inaccurate loss.

Such events may affect client transactions. In this case, AMG MARKETS LIMITED will take all the necessary measures, immediately, to remedy and rectify the situation, as it is fair and suited to each case. Remedies include correcting deal entry prices or exit prices according the correct market rates at the time of transaction. AMG MARKETS LIMITED may need to cancel any transaction(s) which are executed wrongly due to the 'price misquote', for example from preset limit/pending orders been triggered due to mispricing. AMG MARKETS LIMITED will make the best efforts to contact and inform client for AMG MARKETS LIMITED's actions, by telephone or by e-mail.

## Reduction of Maximum Leverage

As protection against over exposure on news, AMG MARKETS LIMITED may apply reduction of maximum leverage on every major economic news, included but not limited to FOMC, NFP and ECB news. The maximum leverage for all account types will be reduced to 1:50 at 5(five) hours before until 5(five) hours after the news announcement. Higher leverage creates additional risk and loss exposure, which may cause negative equity on client accounts. Hence, AMG MARKETS LIMITED reserves the right to reduce the leverage to 1:10 in event of big news to avoid the risk similar to crisis.

## Risks of dealing in volatile markets

Clients should be aware of the following risks associated with volatile markets, especially at or near the open or close of the standard trading session:

- Execution at a substantially different price from the quoted bid or offer or the last reported price at the time of order entry, as well as partial executions or execution of large orders in several transactions at different prices.
- Delays in executing orders for financial instruments that AMG MARKETS LIMITED must send to external market makers and manually routed or manually executed orders.
- Opening prices that may differ substantially from the previous day's close.





- Locked (the bid equals the offer) and crossed (the bid is higher than the offer) markets, which may prevent the execution of client orders.
- Price volatility is one factor that can affect order execution. When there is a high volume of orders in the market, order imbalances and back logs can occur. This implies that more time is needed to execute the pending orders. Such delays are usually caused by the occurrence of different factors:
  - i. the number and size of orders to be processed,
  - ii. the speed at which current quotations (or last-sale information) are provided to AMG MARKETS LIMITED and other brokerage firms; and
  - iii. the system capacity constraints applicable to the given exchange, as well as to AMG MARKETS LIMITED and other firms.

AMG MARKETS LIMITED is obligated to take necessary steps to keep an orderly market. Therefore AMG MARKETS LIMITED operates with “Compliance” order filters. Such Compliance order filters are also present at exchanges and other brokers that might be used by AMG MARKETS LIMITED to route the order to the designated market. The filters might result in orders with a large expected market impact to be paused or traded using an algorithm potentially causing slippage from the expected arrival price. Stop orders are also at AMG MARKETS LIMITED’s discretion grouped into larger orders and then traded as an algorithm to prevent cascading market impact or large market impact in general. AMG MARKETS LIMITED cannot be held liable for price slippage caused by acting to keep an orderly market.

## Regular Review

AMG MARKETS LIMITED will review this Policy annually and whenever a material change occurs that affects AMG MARKETS LIMITED’s ability to obtain the best possible result for the execution of client orders.

AMG MARKETS LIMITED regularly reviews the overall quality of its order executions and its order routing practices, including its order routing vendors and the available exchanges. AMG MARKETS LIMITED will amend this Policy on the basis of such reviews if it considers it to be necessary. Any new policy will be made available on AMG MARKETS LIMITED’s websites and will be in force as from publication.

## Information Handling

AMG MARKETS LIMITED may have access to, use and provide counterparties with information on an anonymous and aggregated basis, including but not limited to, your orders (i.e., orders executed in full or part, cancelled, or expired), positions, trade and other data and analytics (collectively, “Anonymous and Aggregated Data”). This Anonymous and

Aggregated Data may be used for market information, analytical tools, risk management strategies for market making and liquidity provision and other AMG MARKETS LIMITED products and services. The nature of any Anonymous and Aggregated Data provided to you may differ from that provided to other counterparties in terms of quantity, scope, methodology or otherwise and may be changed from time to time without notice to you.

## Specific Instructions

Clients may ask AMG MARKETS LIMITED to execute their orders in accordance with specific instructions – either generally or on a case by case basis. To the extent that AMG MARKETS LIMITED is able to accommodate such requests, it will do so. However:

Where the specific instructions will result in higher costs, AMG MARKETS LIMITED may reflect those additional costs in its charges to the client. In this case, AMG MARKETS LIMITED will notify the client of its revised charges before accepting the order(s).

Where the specific instructions conflict with its normal processes, AMG MARKETS LIMITED will give the specific instructions precedence. This may result in a different outcome for the transaction.

Where there is no conflict, AMG MARKETS LIMITED will continue to follow its normal execution Policy.

## Corporate Actions

Please be aware that information regarding Corporate actions are provided on a best-efforts only basis by AMG MARKETS LIMITED based on the current information available. AMG MARKETS LIMITED does not guarantee the accuracy or timeliness of the information provided. The terms and conditions may be subject to change without prior notification. Prior to trading on AMG MARKETS LIMITED platform regarding any corporate action, Customers must conduct research through an independent source or by contacting the issuer and/or reviewing information on the issuer's website. By entering a position on AMG MARKETS LIMITED platform regarding a corporate action, such as Dividends, stock splits, mergers, acquisitions and spinoffs are all common examples of corporate actions, Customers certify that they have read all relevant documents concerning the corporate action and that any instruction is in compliance with the terms of the corporate action and offer documentation including but not limited to compliance with any residency restrictions or other eligibility limits. Information provided by AMG MARKETS LIMITED regarding corporate actions does not constitute a recommendation or trading advice by AMG MARKETS LIMITED.

AMG MARKETS LIMITED will submit instructions for corporate actions on a best-efforts basis to the relevant depository or custodian. Please note that all submitted instructions are subject



to acceptance by the relevant depository or custodian. As such, AMG MARKETS LIMITED is not liable for instructions that are rejected by a depository or custodian.

Customers are responsible for ensuring that the account meets margin requirements at all times. In the event the account falls into a margin deficit based on the aforementioned movement, the account may become subject to liquidation. In addition, if an open order would violate AMG MARKETS LIMITED's margin requirements, the open order may be canceled without prior notification to the Customer.

#### Information specific to contract for difference (CFD) positions

All stock positions on AMG MARKETS LIMITED are CFD position. Please note that the information is being provided to you for informational purposes only. While AMG MARKETS LIMITED may in the future accept indications of interest for voluntary corporate actions from CFD holders, AMG MARKETS LIMITED will be under no obligation to act on any such indication as a CFD holder has no legal right over any stock, whether held by AMG MARKETS LIMITED as a hedge against a CFD position or otherwise.

#### Legal notice

This policy supersedes any prior written or verbal communication or understanding. We may change the terms of this policy at any time. Any later version of this document shall supersede all previous versions.