IC Markets Africa

Order Execution Policy

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IC Markets is the trading name of IC Markets (KE) Limited, which is regulated by the Capital Markets Authority (CMA) of Kenya with License Number 199.

Head Office is located at Top Plaza, 5th Floor, Kindaruma Road, Kilimani Nairobi, Kenya

www.icmarkets.co.ke

1. Introduction

1.1. A reference in this document to "**we**", "**us**", "**IC Markets**", "**our**", "**ours**" and "**ourselves**" (as appropriate) is a reference to IC Markets (KE) Limited (Co No: PVT-GYUQ6RJL), an online Forex Broker duly authorized and regulated by Capital Markets Authority of Kenya with License Number: 199.

1.2. This Policy applies to all Clients of IC Markets (KE) Limited, when executing transactions in the financial instruments provided by us via Contracts for Differences ("CFDs").

1.3. This Policy is provided to you alongside the IC Markets (KE) Limited "Account Terms" and contains further details on our services and the activities you may carry out with us.

2. Scope

2.1. The Order Execution Policy of the Company applies to all clients.

3. Execution Elements

3.1. **Prices:** We will receive price feeds from some of the world's leading liquidity and data providers ("LPs"). Having multiple LPs is important especially during abnormal market conditions, such as times of extreme volatility, when some liquidity providers may decide to widen the spreads or stop quoting prices at all. Having multiple LPs enables us to provide you with competitive prices, as the remaining liquidity providers shall continue competing to provide us their best 'bid' and 'ask' prices.

3.2. **Slippage:** this is the difference between the executed price and the order price at the time the order is submitted for execution. Slippage is normal and expected cost of trading, particularly for orders of larger size and during times of thin liquidity and/or volatile markets.

3.3. **Partial fills:** this is the practice of executing an order in parts, at a time where there is not enough liquidity in the market. Partial fills may be executed at different prices than the requested price.

3.4. **Commission:** Depending on the account and instrument type, clients may be charged commission when trading CFDs. Further information is available on our Website.

3.5. **Mark-up:** Clients shall be charged mark-up (instead of commission) when trading CFDs on specific account types under the MT4 and MT5 platforms. Further information is available on our Website.

3.6. **Trade Rejection:** a trade can be rejected for any of the following reasons:

3.6.1. No liquidity in the market;

3.6.2. Trades submitted on the prices considered by the system as old or false;

3.6.3. Not enough free margin in the account;

3.6.4. Due to any trading restrictions placed on the instrument, and;

3.6.5. For any reason we deem as a breach of Raw the Company's internal policies and procedures.

4. Order Types for MetaTrader 4 (MT4)

4.1. **Market Order:** this is an order to buy or sell at the current market price that is available. Which may differ from the 'Top Of Book' price.

4.2. Pending Orders (see Appendix 1):

4.2.1. **Stop Orders:** This is an order to buy or sell once the price reaches a pre-set stop level (the 'stop price'). Once this order is triggered it is treated as a 'market order'. If the 'stop order' is not triggered it shall remain in the system until a later date, subject to the conditions described in the "Good 'til cancelled" section.

4.2.2. **Limit Orders:** this is an order to buy or sell once the price of an instrument reaches a pre-set level (the 'limit price'). It is used to execute trades at a pre-chosen level, rather than at the available market price at the time.

4.2.3. **Stop Loss:** this is a 'stop order' to control and minimise losses. It is used to close an open position when the price of the instrument has moved contrary to the expected direction, reaching a pre-set level.

4.2.4. **Take Profit:** this is a 'limit order' to secure profits. It is used to close an open position when the price of the instrument has moved in the expected direction, reaching a pre-set target level.

4.2.5. **Good 'til Cancelled ('GTC'):** this is an execution setting that Clients may apply to 'pending orders'. The order shall remain 'live' and pending for execution until it is triggered and treated as a market order or cancelled by the Client. Please note that GTC may become redundant in cases where a CFD on futures reaches its maturity/expiry date.

4.2.6. **Good 'til Date ('GTD'):** this is an execution setting that applies to 'pending orders' traded through MetaTrader 4. Clients may choose a specific date in the future by which the order shall remain 'live' and pending for execution. If the order is not triggered during the pre-set timeframe, it will be deleted by the system. Please note that GTD may become redundant in cases where a CFD on futures reaches its maturity/expiry date and the date specified is after the maturity date.

4.2.7. **Pending Order Modification/Cancellation:** The Client may modify/cancel a 'pending order' if the market does not reach the price previously specified by the Client for as long as the order remains in the system. Stop Loss or Take Profit attached to a pending order may be removed by the platform upon the pending order being triggered/filled. In such instances the Client is responsible for managing their open position accordingly. An order will be cancelled in the event of any of the following:

- If a Client manually cancels an order prior to the market reaching the price level specified; or
- If a Client places an expiration timeframe and it is reached.
- If an order is triggered and there is not enough free margin in the account, the order will be deleted.

4.2.8. **Pending Order Execution:** The Client accepts that under certain trading conditions (including but not limited to situations of high market volatility or illiquidity and market gaps) it may not be possible for us to execute pending orders at the Declared Price. Under such conditions, we reserve the right to execute the order or modify the opening and/or closing price to provide the next best price.

5. Order Types for MetaTrader 5 (MT5)

5.1. **Market Order:** this is an order to buy or sell at the current market price that is available. Which may differ from the 'Top Of Book' price.

5.2. Pending Orders (see Appendix I):

5.2.1. **Stop Orders:** This is an order to buy or sell once the price reaches a pre-set stop level (the 'stop price'). Once this order is triggered it is treated as a 'market order'. If the 'stop order' is not triggered it shall remain in the system until a later date, subject to the conditions described in the "Good 'til cancelled" section.

5.2.2. **Limit Orders:** this is an order to buy or sell once the price of an instrument reaches a pre-set level (the 'limit price'). It is used to execute trades at a pre-chosen level, rather than at the available market price at the time.

5.2.3. **Stop-Limit Order:** Stop-limit order is an order that combines the features of stop order with those of a limit order. A stop-limit order will be triggered at a specified price after a given stop price has been reached or passed.

5.2.4. **Stop Loss:** this is a 'stop order' to control and minimise losses. It is used to close an open position when the price of the instrument has moved contrary to the expected direction, reaching a pre-set level.

5.2.5. **Take Profit:** this is a 'limit order' to secure profits. It is used to close an open position when the price of the instrument has moved in the expected direction, reaching a pre-set target level.

5.2.6. **Good 'til Cancelled ('GTC'):** this is an execution setting that Clients may apply to 'pending orders'. The order shall remain 'live' and pending for execution until it is triggered and treated as a market order or cancelled by the Client. Please note that GTC may become redundant in cases where a CFD on futures reaches its maturity/expiry date.

5.2.7. **Good 'til Date ('GTD'):** this is an execution setting that applies to 'pending orders' traded through MetaTrader 5. Clients may choose a specific date in the future until which the order shall remain 'live' and pending for execution. If the order is not triggered during the pre-set timeframe, it will be deleted by the system. Please note that GTD may become redundant in cases where a CFD on futures reaches its maturity/expiry date and the date specified is after the maturity date.

5.2.8. **Pending order Modification/Cancellation:** the Client may modify/cancel a 'pending order' if the market did not reach the price previously specified by the Client. An order will be cancelled in the event of any of the following:

- If a Client manually cancels an order prior to the market reaching the price level specified; or
- If a Client places an expiration timeframe and it is reached.
- If an order is triggered and there is not enough free margin in the account, the order will be deleted.

Note: We execute most orders automatically, with no manual intervention. The Company may execute an order manually without notifying Clients in advance. This may occur in instances where we experience, for example, increased market volatility, illiquidity and infrequent price updates, a significant* order size, as well as times where the system identifies abusive trading behaviour and/or trades from multiple Client profiles bearing the same characteristics (i.e., same software, symbol, time, and price requested). * the 'significance' is determined at our discretion.

6. Order Types for cTrader

6.1. **Market Order:** this is an order to buy or sell at the current market price that is available, which may differ from the price you see on the trading platform.

6.2. **Pending Orders (See also Appendix I):**

6.2.1. **Stop Orders:** This is an order to buy or sell once the price reaches a pre-set stop level (the 'stop price'). Once this order is triggered it is treated as a 'market order', therefore, the order will be executed at current market price that is available (VWAP). If the 'stop order' is not triggered it shall remain in the system until a later date, subject to the conditions described in the "Good 'til cancelled" section.

6.2.2. **Limit Orders:** this is an order to buy or sell once the price of an instrument reaches a pre-set level (the 'limit price'). It is used to execute trades at a pre-chosen level, rather than at the available market price at the time.

6.2.3. **Stop-Limit Order:** Stop-limit order is an order that combines the features of stop order with those of a limit order. A stop-limit order will be triggered at a specified price after a given stop price has been reached or passed.

6.2.4. **Stop Loss:** this is a 'stop order' to control and minimise losses. It is used to close an open position when the price of the instrument has moved contrary to the expected direction, reaching a pre- set level. Stop Loss placed within the current bid-ask spread will be invalid and automatically removed. Stop Loss orders must be placed a minimum number of pips away from the available market price at the time of placing the order so that these are valid.

6.2.5. **Take Profit:** this is a 'limit order' to secure profits. It is used to close an open position when the price of the instrument has moved in the expected direction, reaching a pre-set target level.

6.2.6. **Good 'til Cancelled ('GTC'):** this is an execution setting that Clients may apply to 'pending orders'. The order shall remain 'live' and pending for execution until it is triggered and treated as a market order or cancelled by the Client.

6.2.7. **Good 'til Date ('GTD'):** this is an execution setting that applies to 'pending orders' traded through cTrader. Clients may choose a specific date in the future until which the order shall remain 'live' and pending for execution. If the order is not triggered during the pre-set timeframe, it will be deleted by the system. Please note that GTD may become redundant in cases where a CFD on futures reaches its maturity/expiry date and the date specified is after the maturity date.

6.2.8. **Pending order Modification/Cancellation:** the Client may modify/cancel a 'pending order' if the market did not reach the price previously specified by the Client. An order will be cancelled in the event of any of the following:

- If a Client manually cancels an order prior to the market reaching the price level specified.
- If a Client places an expiration timeframe and it is reached.
- In case a pending order is triggered and there is not enough margin to be executed then the order is cancelled.

6.2.9. **Pending Order Deletion:** IC markets (KE) Limited reserves the right to delete any 'pending orders' from the system not to triggered within a period of three (3) months from the date the order was entered into the system.

Further details can be found on Appendix II.

7. Margin and Leverage

7.1. For margin calculation purposes, the leverage level used will be the lower between the Account and the symbol traded. This applies to all our trading platforms.

7.2. Any changes made to your leverage on an Account that is already traded can immediately affect your open positions and may result in a stop-out.

7.3. **MetaTrader 4:** At Margin Level of less than 50% we will automatically close positions at the current market price starting from the most unprofitable one.

7.4. **MetaTrader 5:** At Margin Level of less than 50% we will automatically close positions at the current market price, starting with the position with the highest loss. If the account Margin Level is still below 50% the same procedure is repeated for the next applicable position. Positions will be closed until the Margin Level becomes greater than 50%.

7.5. **cTrader:** At Margin Level of less than 50% we will automatically close positions at market price.

Smart Stop Out: if Margin Level falls below 'Smart Stop Out' Level, we will start closing trades until Margin Level reaches above 'Smart Stop Out' Level. The logic of Smart Stop Out will only close what is necessary from the largest trade, in order to safely restore Margin Level and protect the trade itself, the position entry point and the trading account, for as long as possible.

8. Corporate Actions

8.1. **Dividends:**

8.1.1. Clients holding long positions on the applicable share and/or spot index at the ex-div date will receive a dividend in the form of a cash adjustment (deposit, paid into their trading account).

8.1.2. Clients holding short positions on the applicable share and/or spot index at the ex-div date will be charged the dividend amount in the form of a cash adjustment (withdrawal, deducted from their trading account).

8.1.3. We reserve the right to increase margin requirements prior to the release of a dividend.

8.1.4. Stocks may be offered as a dividend. The dividend amount will be calculated using the share price to determine the cash adjustment (see Fractional Share Adjustments).

8.2. **Fractional Share Adjustments:** In the event the corporate action results in a fractional position, the fractional component may be represented as a cash adjustment independent of the handling for the nonfractional position. The adjustment value will equal the fractional position times the adjusted closing price on the day prior to the ex-date.

8.3. **Other Corporate Actions (including, but not limited to Stock Splits and Rights Issue):** An appropriate adjustment on the Client's position will be made to mirror the economic impact of a corporate action.

8.4. **Earnings Announcements:** We may increase margin requirements and limit maximum exposure on the relevant symbols prior to earnings announcements.

8.5. **De-listing:** In the event of a share being de-listed, the Client's position will be closed at the last market price traded.

For certain corporate actions which are not mentioned in this section, including, but not limited to Mergers, Acquisitions (together commonly referred to as 'M&A') and Leveraged Buyouts ('LBO'), we reserve the right to:

a) increase margin requirements.

b) suspend or halt trading in the relevant instrument.

c) limit the maximum exposure (order size) to the relevant instrument.

d) close the positions in the event that the relevant instrument is no longer trading on the relevant exchange.

e) take any other action as we deem necessary in the given circumstances.

9. Best Execution

9.1. We will take all sufficient steps to obtain the best possible result for our Clients, taking into account the price, costs, speed of execution, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order. The best possible result is determined on the basis of the total consideration representing the price and the costs associated with the execution, which include all expenses incurred by the Client, which are directly related to the execution of the order.

9.2. It should be noted that if the Client provided us with specific instructions on how to execute his order(s), complying with those instructions may prevent us from taking the steps set out in the Policy.

Under such circumstances, our execution in accordance with Client's instructions will be deemed best execution.

9.3. **Prices:** Price is the most important factor for ensuring best execution. As mentioned in paragraph 3.1 we have multiple LPs providing us with their prices. Please note that the prices you will see on our trading platforms may differ from the prices you may see on other trading/charting platforms.

9.3.1. **Bid-Ask Spread:** For any given financial instrument, we quote two prices: the higher price (Ask), at which the Client can buy (go long) a financial instrument, and the lower price (Bid) at which the Client can sell (go short); collectively referred to as the Firm's prices. The difference between the Bid and the Ask price of a given financial instrument is the spread. Mark-up may be applied on MT4 and MT5 depending on the account type. Only standard accounts have mark-up.

9.3.2. **Pending Orders:** Orders such as 'Buy Limit', 'Buy Stop' and 'Stop Loss'/ 'Take Profit' for open short positions are executed at the Ask price. Orders such as 'Sell Limit', 'Sell Stop' and 'Stop Loss'/ 'Take Profit' for open long positions are executed at the Bid price.

9.3.3. Our price for a given financial instrument is calculated by referencing the price of the relevant underlying asset, which is obtained from third-party liquidity and data providers. We update our prices as frequently as the limitations of technology and communication links allow. We will not quote any price outside of our operational hours (see execution venues below).

9.3.4. For the cTrader platform, prices are obtained directly from LPs through an electronic execution system, which automatically requests a quote from these. In conjunction with the price, we also quote the available liquidity ('market depth') from our LPs. Our system will automatically aggregate all available liquidity at the best prices available and fill at the Volume-Weighted Average Price (VWAP).

9.3.5. IC markets (KE) Limited, will at all times, subject to events outside of our control, transmit bid and ask prices through the trading platforms. IC markets (KE) Limited shall, at its discretion, determine the prices that are executable, and which appear through the platforms. The Client accepts that IC markets (KE) Limited is solely responsible for determining the validity of these prices at any given time and in some instances may issue a re-quote as per paragraph 5.2 above.

9.4. **Costs:** Execution venue costs are not relevant factor as IC markets (KE) Limited is always the execution Venue and there are not third-party fees such as clearing, or settlement fees involved in the execution of our orders.

9.5. **Speed of Execution:** We place a significant importance in this factor when executing client orders and to this end we maintain high speed connections through multiple servers hosted globally. Our execution is fully automated apart from minimal manual execution. 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 us.

9.6. **Likelihood of Execution:** We rely on third-party LPs for prices and available volume of the different financial instruments we offer. Therefore, the execution of Client's orders will depend on whether there are prices and liquidity available at the time these orders are received. By having multiple LPs, we enhance the likelihood of execution across the instruments we offer. This availability may be subject to variation, especially during abnormal market conditions, such as:

f) During market opening times.

g) During times of market news and events.

h) During periods of significant volatility.

i) Where there is a rapid price movement of a particular instrument, to such extent that under the rules of a relevant exchange, trading on said instrument is suspended or restricted.

j) Where there is insufficient liquidity for the execution of a specific volume at a specific declared price.

k) Where IC markets (KE) Limited internal risk limits no longer permit the acceptance of any further orders on a specific instrument.

9.7. **Likelihood of Settlement:** All transactions are settled upon execution.

10. Other Execution Considerations

10.1. **Currency Valuation:** We may provide a currency conversion quote from your account's base currency to the currency of the relevant financial instrument. This will not be reflected as an actual currency conversion in your account, but only serves the purpose of indicating the valuation in the base currency.

10.2. **Size of Order:** The minimum size of an order is 0.01 lots. We may place limits on maximum order sizes from time to time, and we reserve the right to decline an order as per our 'Account Terms'. We will make every effort to fill orders irrespective of the volumes. This however may be achieved at the 'best available price' as per the available market liquidity at the time of execution (see 'Likelihood of Execution').

10.3. We reserve the right to place a cap on the number of contracts and/or a limit on the total net position value per profile, for a given instrument. Where this occurs, we will make all possible efforts within reason to provide clients with prior notice.

11. Execution Venues

Execution Venues are the entities with which the orders are placed, or to which we transmit orders for execution. For the purposes of orders for the financial instruments we provide, we act as principal at liquidity execution all times and not as agent. Although we may transmit your orders for execution to third party providers, contractually, IC markets (KE) Limited is the sole counterparty to your trades and any execution of orders is done in our name. Therefore, we are the sole Execution Venue for the of Clients' orders.

We operate round–the–clock seven days a week, please refer to our website for further information.

Holidays will be announced through the internal mail of the trading terminal supplied by us.

12. Monitoring and Review

12.1. We have procedures and processes in place to analyse the quality of execution, as well as to monitor the best execution. We measure and monitor the competitiveness of our prices against other major competitors and the speed of our execution. We also monitor the symmetry of slippage and requotes.

12.2. IC Markets (KE) Limited's compliance department perform additional independent reviews of the above processes and provide assurance as to their effectiveness. These reviews and assessments are conducted on a regular basis and at least annually. Where necessary, they provide recommendations for improvements, which are then implemented with the aim of keeping the quality of execution to the highest standards. In instances where a material change to our execution arrangements and policy occurs, IC markets (KE) Limited will notify the clients of such change.

13. Your Consent

13.1. We are required to obtain your consent prior to establishing a business relationship with you. By entering into the 'Account Terms', you consent and acknowledge that the transactions in financial instruments entered with us are not undertaken on a recognised exchange, but rather through our trading platform and, accordingly, you may be exposed to greater risks than when conducting transactions on a regulated exchange. Therefore, we may not execute an order, or we may change the opening or closing price of an executed order in certain cases, including, but not limited to instances of a technical failure of the trading platform. The trading rules are established solely by the counterparty, which is, at all times, IC markets (KE) Limited. You are then only allowed to close an open position in any given financial instrument during our platform's working hours, as per 11.2 above, and you can only close any such position(s) with us as your sole counterparty and thus you are subject to counterparty risk.

13.2. By entering into the 'Account Terms', you consent that IC markets (KE) Limited is, without exception, the execution venue for all orders and acts as principal and not as agent on the client's behalf; contractually IC markets (KE) Limited is the sole counterparty to the client's trades and any execution of orders is done in IC markets (KE) Limited's name.

13.3. When opening an Account with us you consent to your orders being executed in accordance with the Policy in force, from time to time. You consent that IC markets (KE) Limited reserves the right to immediately terminate your access to the trading platform(s) or Account(s) or refuse or cancel any order, in the event you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage and/or contrary to good faith; under such circumstances, IC markets (KE) Limited may, at its discretion, close any of your Account(s) and recover any losses incurred from such practices. You also accept that IC markets (KE) Limited reserves the right to immediately terminate your access to the trading platforms and/or recover any losses incurred in the event IC markets (KE) Limited determines in its sole discretion that you voluntarily and/or involuntarily undertook to abuse the NBP offered by IC markets (KE) Limited (or in any way which is contrary to good faith or the terms of the 'Account Terms ') either on an individual Account, or multiple Account(s) or multiple profiles and/or between one or more client(s) of IC markets (KE) Limited in accordance with the 'Account Terms'. For instance, a Client hedging his/her exposure utilising his/her accounts under the same or different client profile would constitute an abuse of the NBP as well as a Client requesting a withdrawal of his/her client Money - notwithstanding any of the provisions of the 'Account Terms'- when the symbol he/she is trading is not available for trading at IC markets (KE) Limited during that specific timeframe.

14. Important Information

14.1. Specific leverage limits or restrictions on the instruments available may apply in accordance with applicable legislation and IC markets (KE) Limited's policies.

14.2. CFDs are not eligible for sale or distribution in certain jurisdictions or countries. This Policy is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including, but not limited to the United States of America.

Equally, this Policy does not constitute an offer, invitation or solicitation to buy or sell leveraged products. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Policy is not intended to constitute the sole basis for the evaluation of any Client's decision to trade leveraged products.

15. Contact us

15.1. Questions regarding this Policy should be addressed, in first instance, to our Customer Support Department. You may contact our Customer Support Department via e-mail at contact@icmarkets.com, or via phone on the numbers you will find on the Contact section of our Website.

Appendix 1

Buy Stop: this is an order to buy a specific quantity of the underlying instrument with the triggering price ('the stop price') being higher than the current market price (upon triggering the order becomes Market Order).



Sell Stop: this is an order to sell a specific quantity of the underlying instrument with the triggering price ('the stop price') being lower than the current market price (upon triggering the order becomes Market Order).



Buy Limit: this is an order to buy an instrument at a specified price ('the limit price') that is lower than the current market price.



Sell Limit: this is an order to sell an instrument at a specified price ('the limit price') that is higher than the current market price.



Stop Loss: this is an order that may be attached to an already open position or a pending position to exit the trade at a specified price ('the stop loss price'). A 'stop

loss' may be used to minimise losses, upon triggering it becomes a market order and can be executed at declared, better or worse price.



Take Profit: this is an order that may be attached to an already open position or a pending position to exit the trade at a specified price ('the take profit price'). A 'take profit' may be used to secure profits.



Appendix 2

	MetaTrader 4	MetaTrader 5	cTrader
Execution:	Market Order	Market Order	Market Order
Requoting:	No	No	No
Slippage:	Yes	Yes	Yes
Partial fills:	Yes	Yes	Yes
Level restrictions on 'stop & limit' orders:	No	No	No
Commission:	Where Applicable	Where Applicable	Where Applicable
Mark-up:	Where Applicable	Where Applicable	Where Applicable
STOP ORDERS			
Execution:	Market Order	Market Order	Market Order
Requoting:	N/A	N/A	N/A
Slippage:	(i) Yes (positive, or negative); or (ii) No slippage	(i) Yes (positive, or negative); or (ii) No slippage	(i) Yes (positive, or negative); or (ii) No slippage
Partial fills:	Yes	Yes	Yes
Level restrictions on 'stop & limit' orders:	No	No	No
Commission:	Where Applicable	Where Applicable	Where Applicable
Mark-up:	Where Applicable	Where Applicable	Where Applicable
LIMIT ORDERS			
Execution:	Limit Order	Limit Order	Limit Order
Requoting:	N/A	N/A	N/A
Slippage:	(i) Yes (positive, or negative); or (ii) No slippage	(i) Yes (positive, or negative); or (ii) No slippage	(i) Yes (positive, or negative); or (ii) No slippage
Partial fills:	Yes	Yes	Yes
Level restrictions on 'stop & limit' orders:	No	No	No
Commission:	Where Applicable	Where Applicable	Where Applicable
Mark-up:	Where Applicable	Where Applicable	Where Applicable