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## 1. Introduction

This Summary for Best Execution Policy (“the Policy”) is provided to you (our “Client” or prospective Client) in accordance with the Investment Services and Activities and Regulated Markets Law of 2017 L. 87(I)/2017, as amended from time to time (“the Law”).

Pursuant to the Law, **50KCY LTD**, previously 50CoinsCY Ltd (“the Company” or “50K”) is required to take all sufficient steps to act in the best interest of its Clients either when executing or receiving and transmitting Client Orders for execution and to achieve the best execution results when executing Client Orders and to comply, in particular, with the principles set out in the Law when providing investment services.

**By opening an Account with 50K, you agree/consent to the fact that your Orders may be executed outside a Regulated Market (e.g. Regulated Stock Exchange) or a Multilateral Trading Facility or an Organised Trading Facility (e.g. European Financial Trading System).**

The Company executes Client Orders in Securities such as stocks and ETFs.

## 2. Scope

2.1. This Policy applies to Retail and Professional Clients (as defined in the Company’s Client Categorisation Policy found on our website). 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.

2.2. This Policy applies when executing Client Orders for the Client for all the types of financial instruments 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.

2.3 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 Best 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.

## 3. Best Execution Factors

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

- (a) **Price:** For any given financial instrument, the Company will quote two prices: the higher price (ASK) at which the Client can Buy (go long) that financial instrument, and the lower price (BID) at which the Client can Sell (go short if applicable) that financial instrument. 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 financial instrument is the spread. Such orders of Close at profit, Close at loss for opened Sell position are executed at ASK price. Such orders of Close at profit, Close at loss for opened Buy position are executed at BID price.

The Company’s price for a given financial instrument is calculated by reference to the price of the relevant instrument, which the Company obtains from third party external reference sources (i.e. price feeders or Executive Venues). The Company’s prices can be found in the Company’s trading App. 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. 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, verifying best execution, and checking the speed of price updating.

**If the price reaches an order such as** Close at loss, Close at profit or Set Order Price, these orders are executed at the first available price that meets the price submitted, and therefore slippage may occur. Please note that clients can set their Close at profit or Set Order Price at maximum 20% difference from its initial price (price of instrument at the time of opening the order). For example, if Client A opens a buy position of instrument XYZ at the price of EUR 1,00, then the maximum Close at profit limit can be set at the price of EUR 1,20 or EUR 0,80 for Short Selling orders.

**Currency Conversion:** A currency conversion spread will be charged for converting any funds moving into or out of your balance that are denominated in a different currency to the currency in which your account is denominated. On another note, currency conversion may also occur when trading instruments that are denominated in a currency different from your account currency, which may result in additional conversion charges.

Should the Company at any period of time decide not to charge such costs, it shall not be construed as a waiver of its rights to apply them in the future, with prior notice to the Client as explained in the Client Agreement found on the Company's website and Trading App. Such notice may be sent personally to the Client and/or posted on the Company's website at [www.50K.trade](http://www.50K.trade).

- (b) **Speed of Execution:** The Company places significant importance when executing the 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 any other communication link that can cause a poor internet connection then this may cause unstable connectivity with the Company's trading App resulting in the Client placing his Orders at a delay and hence the Orders to be executed at the better or worst prevailing price offered by the Company.
- (c) **Likelihood of settlement:** The Company shall proceed to a settlement of all transactions upon execution of such transactions. When you invest in securities via the App, your orders are executed immediately by the Company using its own capital. The Company will undertake to acquire the assets and hold them in your name by the end of each trading day or as soon as practicable thereafter, in accordance with the prevailing market terms.
- (d) **Size of order:** The Company makes every effort to fill the Order of the client but reserves the right to decline an Order in case the size of the Order is large and cannot be filled by the Company or for any other reason as explained in the Client Agreement found on Our Website.
- (e) **Market Impact:** Some factors may rapidly affect the price of the instruments 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.
- (f) **Costs:** All expenses incurred in connection with the execution of Orders, including but not limited to spreads, commissions, exchange fees, clearing fees, regulatory charges, and any other related costs. The Firm is committed to provide reasonable costs while ensuring that the quality of execution remains uncompromised.

The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as a priority factor. Any factors which affect the best possible result and are identified by the Company and are not listed above, 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.

#### 4. Execution Practices in Financial Instruments

Slippage is the difference between the requested price of an Order and the price at which the Order is actually executed. This occurs when, at the time an Order is presented for execution, the specific price shown to the Client may not be available; therefore, the Order will be executed at the next best available price.

If the execution price is better than the price requested by the Client, this is referred to as **positive slippage**. If the executed price is worse than the price requested by the Client, this is referred to as **negative slippage**.

Please be advised that Slippage is a normal element when trading in financial instruments. Slippage can occur during periods of illiquidity or higher volatility (for example, due to news announcements, economic events, market openings, and other factors), making an Order at a specific price impossible to execute. In other words, your Orders may not be executed at declared prices.

**It is understood that Quotes on the App are indicative Quotes and Slippage may occur. The actual market price may differ due to technological or connectivity limitations, as well as variations from third-party feed providers.**

You are informed that Slippage may occur when trading in financial instruments. Therefore, Slippage can also occur during the execution of other Orders such as Close at Loss, Close at Profit, and other types of Orders. We do not guarantee the execution of your Pending Orders at the price specified. However, we confirm that your Order will be triggered once the market price reaches the requested price and will be executed at the first available price.

More specifically, in cases where a user places an Order outside the market's regular trading hours (for certain U.S. stocks, pre-market and after-market sessions are available), and the requested price is not available when the market opens, the Order will be executed at the next best available price once the market resumes trading.

#### 5. Types of Order(s) in Trading Financial Instruments

**5.1. Placing of an order** The Client may place an order via the App.

**5.2.** The particular characteristics of an order may affect the execution of the Client's Order. Please see below the different types of Orders that a Client can place:

##### A. Market Order(s)

A Market Order is an order to Buy or Short as promptly as possible at the prevailing market price that is available. Execution of this Order results in opening a trade. The financial instruments offered on the app are bought at ASK price and sold at BID price. Stop Loss and Take Profit Orders can be attached to a Market Order. Please note that the provisions described above in section 3.1.(a) apply.

##### B. Limit Order(s) price

A **Limit Order** is an instruction to **buy or sell** a financial instrument at a **specific price or better**.

- A **Buy Limit Order** executes **only at or below** the set limit price.
- A **Sell Limit Order** executes **only at or above** the set limit price.

This type of order gives traders **price control** — it ensures they never pay more (for a buy) or receive less (for a sell) than their desired price. However, **execution is not guaranteed** — if the market doesn't reach the limit price, the order remains pending.

It is noted that under certain trading conditions, it may be impossible to execute these Orders at the Client's requested price. This may occur, for example, at times of rapid price fluctuations of 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 there is a lack of liquidity, or this may occur at the opening of trading sessions.

**Close At Profit (Take Profit):** Close At Profit Order is intended for gaining profit when the financial instrument's price has reached a certain level. Execution of this Order usually results in the complete closing of the position. It is always connected to an open position. Under this type of Order, the Company's trading App checks long positions with the Bid price for meeting this order provisions (the order is always set above the current Bid price), and it does with the Ask price for short positions (the order is always set below the current Ask price). Close At Profit Orders can be modified and can be cancelled. Please note that the provisions described above on section 3.1.(a) apply.

**Close At Loss (Stop Loss):** Close At Loss Order is used for minimising losses if the financial instrument's price has started to move in an unprofitable direction (opposite direction of the expected one). If the financial instrument's price reaches this stop loss level, the whole position will be closed automatically. It is always connected to an open position. Under this type of Order, the Company's trading App checks long positions with the Bid price for meeting of this order provisions (the order is always set below the current Bid price), and it does with the Ask price for short positions (the order is always set above the current Ask price). **Close At Loss** orders can be modified and can be cancelled. Please note that the provisions described above on section 3.1.(a) apply.

## 6. Best Execution Criteria

6.1 The Company will determine the relative importance of the above Best Execution Factors (paragraph 3) by using its commercial judgement 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 a 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.

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

| FACTOR                   | IMPORTANCE LEVEL | REMARKS                                                                                                                                                                                         |
|--------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 possible steps to keep the costs of your transactions in reasonable levels, 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                                                                                                                                              |

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.

## 7. Client's Specific Instruction

7.1. 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 App 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 Best Execution Policy in respect of the elements that are not covered by such instructions.

7.2. Trading rules for specific markets or market conditions may prevent the Company from following certain of the Client's instructions.

## 8. Client Order Handling

8.1. The Company will satisfy the following conditions when carrying out Client Orders:

- (a) ensures that orders executed on behalf of Clients are promptly and accurately recorded and allocated;
- (b) carries out otherwise comparable Client orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable, or the interests of the Client require otherwise;
- (c) informs its Client about any material difficulty relevant to the proper carrying out of orders promptly upon becoming aware of the difficulty.

## 9. Margin Requirements

9.1. Investing through the Company entails the use of margin lending (borrowed funds). In considering whether to engage in this form of investment, the Client should be aware that trading with margin lending comes with a high risk of losing money.

9.2. Further information regarding margin requirements can be found in the Company's Margin Lending policy on the company's website.

9.3. Please note that the margin requirement may vary from instrument to instrument. Also, it can be changed from time to time without any prior notice. To find the most accurate information regarding the margin requirements for each instrument please visit the trading App and check the "Initial Margin" under each instruments' "Specs".

For more information, please contact us at: [support@50k.trade](mailto:support@50k.trade).

## 10. Negative Balance Protection & Margin Close-out Protection

10.1. The Company offers Negative Balance Protection (the 'NBP') on a per-account basis for its retail clients. NBP means the limit of a retail client's aggregate liability for all financial instruments connected to an account with the Company to the funds in that account.

10.2. The Company is also required to apply a margin close-out protection in relation to retail clients. A margin close-out rule applies on a per-instrument basis and it means the closure of one or more of a retail client's open position, when the equity of the account falls below half of the total initial margin protection for all those open positions.

10.3. The Margin close out limit may vary per instrument (i.e., from 25% to 50%) depending on the management risk assessment. This limit may change from time to time based on the Company's decision without any prior notice.

## **11. Client's Consent**

11.1. By applying and opening a trading account with 50K the Client is accepting the Company's Terms and conditions and entering into an Agreement with the Company for the provision of Investment Services, the Client is consenting to an application of this Policy on him/her (i.e. this Policy forms part of the Terms and Conditions found on the Company's Website).

11.2. The Company shall be able to demonstrate to its clients, at their request, that it has executed its orders in accordance with this Policy. To find the most accurate information regarding the margin requirements for each instrument please visit the trading App and check the "Maintenance Margin" under each instruments' "Specs".

For more information, please contact us at: [support@50k.trade](mailto:support@50k.trade).

## **12. Monitoring and Review**

12.1. The Company will review, at least annually or when a material change occurs, its Best 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.

12.2. The monitoring is conducted in various ways, inter alia, as specified in Sections 3.1. paragraphs (a) and (d), and Section 6.

## **13. Amendment of the Policy**

13.1. 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 use the best effort to notify Client in advance of any substantial material changes to the Policy via email and/ or via the Company's Website and/or Trading App.

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@50K.trade](mailto:support@50K.trade).

This Policy was last updated and published in *November 2025 (V04.2025)*.