GT INVESTMENT SERVICES LTD

BEST INTEREST AND ORDER EXECUTION POLICY

Last Updated in September 2026

1. Introduction

GT Investment Services Ltd (the "Company") is authorised and regulated by the Cyprus Securities and Exchange Commission ("CySEC") as a Cyprus Investment Firm (CIF) to offer certain Investment and Ancillary Services and Activities under the Provisions of the Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017 (Law 87(I)/2017), as amended from time to time (the "Law"), with CIF license number 382/20. The Company is registered in Cyprus under the Companies Law, with registration number HE 389575. Its registered office is at Aiolou & Panagioti Diomidous, 9, Katholiki, 3020, Limassol, Cyprus.

This Summary of the Best Interest and Order Execution Policy ("the Policy") is provided to you, our Client or prospective Client, in accordance with the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law 87(I)/2017, as subsequently amended from time to time ("the Law"). Pursuant to the Law, GT Investment Services Ltd ("the Company" or "we") is required to take all sufficient steps to obtain the best possible result (best execution) on behalf of its Clients, both when executing Client orders and on receiving and transmitting orders for execution.

By opening a Trading Account, you agree/consent to the fact that your Orders will be executed outside a Regulated Market (e.g., Licensed European Stock Exchange) or a Multilateral Trading Facility (e.g., European Financial Trading System) or Organised Trading Facility "OTF".

2. Scope

This Policy applies to Professional Clients, as defined in the Company's Client Categorisation Policy found on the Company's website at fxgt.eu. If the Company classifies a Client as an Eligible Counterparty, this Policy does not apply to such a Client.

This Policy applies when executing Client Orders for the Client for all the types of Contracts for Difference ("CFDs") offered by the Company.

It is noted that the Company does not onboard *Retail Clients* nor offer its services to r*etail Clients*, thus the Policy does not include any provisions in respect to *Retail Clients*.

In case you have been categorised as an Eligible Counterparty, although this policy does not apply to you, in our relationship with you, we will act honestly, fairly and professionally and communicate in a way which is fair, clear and not misleading, taking into account the nature of you as a Client and of our business.

3. Best Execution Factors:

3.1. General

When executing Orders, we take all sufficient steps to obtain the best possible result ("Best Execution") for our Clients, taking into account price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the Order ("Best Execution Factors").

Where the Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order. For determining the relative importance of the execution factors, the following criteria are taken into account:

1. The characteristics of the Client including the categorization of the Client as Professional;
2. The characteristics of the Client order;
3. The characteristics of Financial Instruments that are the subject of that order;
4. The characteristics of the Execution Venues to which that order can be directed.

The Company considers price and costs as the most important execution factors, followed by speed, likelihood of execution and settlement, size and nature, and market impact. The relative importance attached to these execution factors does not differ across the asset classes traded by the Company.

a. Price – Highest Importance:

For any 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. Collectively, the ASK and BID prices are referred to as the Company's prices. The difference between the lower and the higher price of a given CFD is the spread.

Company's Prices: The Company acts as the Execution Venue to all Client orders, thus it shall ensure the fairness of the price proposed to the Client by gathering market data from third party reputable external reference sources (i.e., price feeders) for the estimation of the price of the product. The Company's prices can be found on the Company's trading platforms. The Company updates its prices as frequently as the limitations of technology and communications links allow.

Notwithstanding the aforementioned, the Company is under no obligation to ensure that prices provided are within a specific percentage of prices provided by the price feeders. Thus, in case the prices are distorted (e.g., exceptional event as stated in the Company's Terms and Conditions), adjustments could be made to the prices offered by the Company.

The main way in which the Company will ensure that the Client receives the best price will be to ensure that the calculation of the bid/ask spread is made with reference and compared to a range of underlying price providers and data sources. The Company reviews regularly or at least once a year its Execution Venue to ensure that relevant and competitive pricing is offered.

Despite the fact that the Company takes every sufficient step to obtain the best possible result for its Clients, it does not guarantee that when executing an Order its price will be more favourable than one which might be available elsewhere.

Pending Orders (for opening new positions):

Buy Limit, Buy Stop orders, and other buy pending orders are executed at the **ASK** price. Sell Limit, Sell Stop orders, and other sell pending orders are executed at the **BID** price.

Stop Loss and Take Profit Orders (for closing existing positions):

These orders are used solely to close open positions.

- For **long positions**, Stop Loss and Take Profit orders are executed at the **BID** price.
- For **short positions**, Stop Loss and Take Profit orders are executed at the **ASK** price.

The Company's price for a given CFD is calculated by reference to the price of the relevant underlying asset, which the Company obtains from third party external reference sources. The Company's prices can be found on the Company's website or trading platforms. 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. The Company will not quote any price outside the Company's operations time therefore no orders can be placed by the Client during that time. 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 and checking the speed of price updating.

If the price reaches an Order set by you such as: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop, then these Orders are automatically executed. However, under certain trading conditions it may be impossible to execute Orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit or Sell Stop) at the Client's requested price. In this case, the Company has the right to execute the Order at the first available price. This may occur, for example, at times of rapid price fluctuations if 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 this may occur at the opening of trading sessions. The minimum level for placing Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit and Sell Stop orders, for a given CFD, is specified in the Client Agreement and/or the Company's website at fxgt.eu.

b. Costs - Highest Importance:

For opening a position in some types of CFDs the Client may be required to pay commission or financing fees, the amount of which is disclosed on the Company's website.

Commissions: Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts. More information on commissions can be found on the Company's website.

Financing Fee: In the case of financing fees, the value of opened positions in some types of CFDs is increased or reduced by a daily financing fee "swap rate" throughout the life of the CFD (i.e. until the position is closed). Financing fees are based on prevailing market interest rates, which may vary over time. Details of daily financing fees applied are available on the Company's website.

For all types of CFDs that the Company offers, the commission and financing fees are not incorporated into the Company's quoted prices and are instead charged explicitly to the Client account.

In addition, where the Company transmits orders for execution to another third party, the Client may be required to pay additional costs (whether Execution Venue fees or other fees paid to a third party involved in the transaction), the amount of which is disclosed on the Company's website.

Note that the Company nevertheless may obtain a commission/inducement from its Liquidity Provider in consideration for the transmission of Clients Orders for execution to the Liquidity Provider. The Client has the right to contact the Company for more clarifications in relation to these commissions.

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. Such notice may be sent personally to the Client and/or posted on the Company's website.

c. Speed of Execution - Highest Importance:

The Company places a significant importance when executing Client 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 a dial up connection or any other communication link that can cause a poor internet connection then this may cause unstable connectivity with the Company's trading platform resulting to the Client placing his Orders at a delay and hence the Orders to be executed at better or worst prevailing price offered by the Company.

d. Likelihood of Execution - Medium Importance:

The Company acts as principal to all Client Order, therefore the Company itself will be the sole Execution Venue at all times. Nonetheless, the Company may hedge Client Orders with other Execution Venues as explained in Section 7 below. The likelihood of execution depends on the availability of prices. In some cases it may not be possible to arrange an order for execution, for example, but not limited to, in the following cases: during news times, trading session start moments, volatile markets where prices may move significantly up or down and away from declared prices, where there is rapid price movement, where there is insufficient liquidity

for the execution of the specific volume at the declared price, a force majeure event has occurred. In the event that the Company is unable to proceed with an order with regard to price or size or other reason, the order will not be executed. In addition, 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 transmit or arrange for the execution of any order or request or instruction of the Client in circumstances explained in the Client Agreement found at https://fxgt.eu/wp-content/uploads/2026/01/Client-Agreement_v4_January-2026.pdf

Where the Company may transmit orders for execution to a third party (another Execution Venue), the likelihood of execution depends on the pricing and available liquidity of such other third party.

In order to improve speed and likelihood of execution the Company carries out certain ex-ante and ex-post quality checks. Such checks include, but not limited to, symmetric slippage checks, number of trades subject to slippage and comparing our average speed of execution with industry standards.

e. Likelihood of settlement – Low Importance:
The Company shall proceed to a settlement of all transactions upon execution of such transactions. The Financial Instruments of CFDs offered by the Company do not involve the physical delivery of the underlying asset, so they are not settled physically as there would be for example if the Client had bought shares. All CFDs are cash settled.

f. Size of Order – Low Importance:
The Client will be able to place Order(s) as long as he has enough balance in his trading account.

If you wish to execute a large size Order (above average order size), in some cases the price may become less favourable. The actual minimum size of an order is different for each type of account. The actual minimum size of an order may be different for each type of Client Account. A lot is a unit measuring the transaction amount and it is different for each type of CFD. Please refer to the Company's website for the value of minimum size of an order and each lot for a given CFD type. If the Client wished to execute a large size order, in some cases the price may become less favourable. The Company 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 at https://fxgt.eu/wp-content/uploads/2026/01/Client-Agreement_v4_January-2026.pdf

g. Market Impact – Medium Importance:
Some factors may rapidly affect the price of the underlying instruments/products 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.

h. Nature of the Order – Medium Importance
The nature of an Order may affect the execution of that particular Order. The client is given the option to place with the Company on its trading Platform the Orders described in Section 3.2 below.

The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. 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.

i. Partial Fills – Medium Importance

This is the practice of executing an order in parts if there is not enough liquidity in the market at the time in order to fill-in the full order at a specific price. Partial fills may be executed at different prices.

3.2. Types of Order(s) in Trading in CFDs:

The particular characterizing of an Order may affect the execution of the Client's Order. Please see below the different types of Orders that a Client can be placed:

a. Market Order(s)

A Market Order is an Order to buy or sell a CFD as promptly as possible at the prevailing market price. Execution of this Order results in opening a trade position. CFDs are bought at ASK price and sold at BID price. Stop Loss and Take Profit Orders can be attached to a Market Order. Market Orders are offered for all type of accounts.

b. Instant Order(s)

An Instant Order is an Order to buy or sell a CFD to the most recently available price. In Instant Execution if the requested price is not available, the current available price will be sent to the Client to confirm execution (re-quote). Instant Orders are offered for all type of CFDs Trading Accounts.

c. Pending Order(s)

This is an Order to buy or sell a CFD in the future at the best available price once a certain price is reached. The Company offers the following types of Pending Orders: Buy Limit, Buy Stop, Sell Limit or Sell Stop Orders to trading accounts for CFDs.

A Pending order is an Order that allows the user to buy or sell a CFD at a pre-defined price in the future. These Pending Orders are executed once the price reaches the requested level. However, it is noted that under certain trading conditions it may be impossible to execute these Orders at the Client's requested price. In this case, the Company has the right to execute the Order at the first available 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 lack of liquidity, or this may occur at the opening of trading sessions.

It is noted that Stop Loss and Take Profit may be attached to a Pending Order. Also, pending orders are good till cancel. Pending Orders are offered for all type of accounts.

d. Take Profit

Take Profit Order is intended for gaining the profit when the CFD's price has reached a certain level. Execution of this Order results in complete closing of the whole position. It is always connected to an open, market or a pending Order. Under this type of order, the Company's

trading platform checks long positions with Bid price for meeting of this order provisions (order is always set above the current Bid price), and it does with Ask price for short positions (the order is always set below the current Ask price).

e. Stop Loss

Stop Loss Order is used for minimising of losses if the CFD's price has started to move in an unprofitable direction. If the CFD's price reaches this stop loss level, the whole position will be closed automatically. Such Orders are always connected to an open, market or a pending order. Under this type of orders, the Company's trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set below the current Bid price), and it does with Ask price for short positions (the order is always set above the current Ask price).

f. 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).

g. 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).

h. 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 (can only be executed at declared or better price).

i. 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 (can only be executed at declared or better price).

3.3. Execution Practices in CFDs

a. Slippage

You are warned that Slippage may occur when trading in CFDs. This is the situation when at the time that an Order is presented for execution, the specific price showed to the Client may not be available; therefore, the Order will be executed close to or a number of pips away from the Client's requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is actually executed at. 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 CFDs. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and 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.

Slippage may appear in all types of accounts we offer. It is noted that Slippage can occur also during Stop Loss, Take Profit and other types of Orders (see Section 3.2 above). We do not guarantee the execution of your Orders at the price specified. However, we confirm that your Order will be executed at the next best available price from the price you have specified under your Order.

b. Re-quotes

In some cases, the Company may be providing a secondary quote to the Client after an Order has been submitted; the Client must agree to this re-quote before the order is executed. The Company shall provide re-quotes if the requested price of the Client is not available at the specific time of execution. The secondary price provided to the Client is the next available price received by the Company from its price feeders.

4. Best Execution Criteria

4.1. When executing Client orders, the Company takes into account the following criteria for determining the relative importance of the Best Execution Factors referred in paragraph 3 above:

a. The characteristics of the Client including the categorization of the Client as professional;
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;
e. Any other circumstance that the Company may deem to be relevant for the execution of a specific instruction.

The Company determines the relative importance it assigns, in accordance with the abovementioned criteria, to the Best Execution Factors by using its commercial judgment and experience in light of the information available on the market and taking into account the remarks included in paragraph 3. The Company assigns the following importance level to the Best Execution Factors:

FACTOR	IMPORTANCE LEVEL	REMARKS
Price	Highest	We give strong emphasis on the quality and level of the price data that we receive from external sources in order to provide our Clients with competitive price quotes.
Costs	Highest	We take all sufficient steps to keep the costs of your transactions as low and competitive, to the extent possible.
Speed of Execution	Highest	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	Medium	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	Low	See relevant description in Best Execution Factors (See Section 3 for CFDs).
Size of Order	Low	See relevant description in Best Execution Factors (Section 3 for CFDs).
Market Impact	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).
Nature of the Order	Medium	See relevant description in Best Execution Factors (Section 3 for CFDs).
Partial Fills	Medim	See relevant description in Best Execution Factors (Section 3 for CFDs).

When acting as executor for Professional Clients, the Company is responsible for selecting an Execution Venue where it executes the Client order. In making this selection, it will take all sufficient steps to obtain the best possible results, under prevailing market conditions, for its clients, taking into account execution factors as above.

For the purposes of delivering best execution where there is more than one competing Execution Venue to execute an Order, in order to assess and compare the results for the Client that would be achieved by executing the Order on each of the execution venue (see Paragraph 7 below) that is capable of executing that Order, the Company's own commissions and costs for executing the order on each of the eligible execution venue shall be taken into account in that assessment. The Company shall not structure or charge commissions in such a way as to discriminate unfairly between execution venues.

5. Client's Specific Instruction

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 platform 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. However, it shall be considered that the Company satisfies its obligation to take all sufficient steps to obtain the best possible result for the Client.

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

6. Execution on Client Orders

The Company shall 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.

7. Execution Venues

Execution Venues are the entities with which the orders are placed and executed.

The Company executes Client Orders in Financial Instruments on an own account basis. This means that the Company acts as a principal to all transaction and is therefore a counterparty to all Client orders. Thus, you will be dealing directly with the Company and not any underlying market or with another counterparty.

Further to the Company acting as the Execution Venue to Client Orders, the following third party Financial Institutions may be utilised as Execution Venue(s). The Execution Venue(s) currently used by the Company are:

a. LMAX Broker Europe Limited
b. B2B Prime Services EU Limited

The above list may be amended at the Company's discretion by giving at least one business day prior notice to the Clients.

The Company evaluates and selects the Execution Venues based on a number of criteria including such as (but not limited to) the following:

a. the regulatory status of the institution
b. the ability to deal with large volume of Orders
c. the speed of execution
d. the competitiveness of commission rates and spreads
e. the reputation of the institution
f. the ease of doing business
g. the legal terms of the business relationship
h. the financial status of the institution
i. various qualitative criteria such as clearing schemes, circuit breakers and scheduled actions.

The Company places different relative importance on each of the criteria mentioned above by using its commercial judgment and experience in the light of the information available on the market.

The Company selects to work with those third party venues that enable the Company to obtain on a consistent basis the best possible result for the execution of Client orders. Where there is only one possible Execution Venue, best execution is achieved by execution on that venue. Best execution is a process, which considers various factors, not an outcome. This means that, when the Company is executing an order for a Client, the Company must execute it in accordance with its execution policy.

The Company does not guarantee that the exact price requested will be obtained in all circumstances and, in any event, the factors may lead to a different result in a particular transaction.

The Client acknowledges that the transactions entered in Financial Instruments with the Company are not undertaken on a recognized exchange/regulated market, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions/Orders.

The Company, before deciding which Execution Venues to use for Client orders, it compares different Liquidity Providers and performs due diligence of them. Some of the parameters that the Company evaluates, include the following:

- Pricing frequency – how many ticks per second does the Liquidity Provider provide.
- Speed of communication/execution – How fast are the prices received/orders executed.
- Occurrence of price freezes and frequency.
- Depth of liquidity – What is the liquidity provided by the Liquidity Provider.
- If dealing back-to-back is the overall cost (i.e. total consideration paid by Clients) competitive compared to the industry.
- If dealing back-to-back symmetry of slippage should be evaluated in detail for every order type.

In general, the Company places great significance on the choice of its Liquidity Providers as it strives to offer, on a consistent basis, best execution to its Clients.

The Company randomly selects a sufficiently large sample of trades to ensure, with a high statistical confidence level, that it constantly obtains and will obtain the best possible results for the Clients. This is verified by selecting samples from different periods of time, for different instruments and different types of CFDs. Also, the sample checks include trades under irregular market events.

8. Important Disclosures

The Company undertakes to summarise and make public on an annual basis, for each class of financial instruments, the top five execution venues in terms of trading volumes where the Client orders were executed in the preceding year and information on the quality of execution obtained, in accordance with the relevant regulatory requirements. Please refer to this link https://fxgt.eu/legal/ for the Execution Quality Summary Statements (EQSS).

The Company will publish an annual Execution Quality Summary Statement which will, for each class of financial instruments, include a summary of the analysis and conclusions the Company will draw from its detailed monitoring of the quality of execution obtained on the execution venues where all Client orders were executed in the previous year.

The EQSS will include:

a. an explanation of the relative importance the Company gave to the execution factors of price, costs, speed, likelihood of execution or any other consideration including qualitative factors when assessing the quality of execution;
b. a description of any close links, conflicts of interests, and common ownerships with respect to any execution venues used to execute orders;
c. a description of any specific arrangements with any execution venues regarding payments made or received, discounts, rebates or non-monetary benefits received;
d. an explanation of the factors that led to a change in the list of execution venues listed in the firm's execution policy, if such a change occurred;
e. an explanation of how order execution differs according to Client categorisation, where the Company treats categories of Clients differently and where it may affect the order execution arrangements;
f. an explanation of how the Company has used any data or tools relating to the quality of execution, including any data published under Delegated Regulation (EU) 2017/575;
g. where applicable, an explanation of how the Company has used output of a consolidated tape provider established under Article 65 of Directive 2014/65/EU.

9. Client's Consent

By entering into a Client Agreement with the Company for the provision of Investment Services, the Client is consenting to an application of this Policy on the business relationship between the Company and the Client (i.e. this Policy forms part of the Client Agreement found at https://fxgt.eu/legal).

10. Amendment of the Policy and Additional Information

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 not notify Client separately of changes, other than substantial material changes to the Policy, and Clients should therefore refer from time to time to the website of the Company at https://fxgt.eu/legal/ for the most up to date version of the Policy.

Should you require any further information and/or have any questions about this policy please direct your request and/or questions to: info@fxgt.eu