

London Capital Group **Order Execution Policy**



1. INTRODUCTION

In accordance with MiFID guidelines and the FSA rules concerning its implementation in the UK, LCG is required to inform its clients (you) as to the policies for execution of client Trades and Orders.

This policy should be read in conjunction with the Client Agreement including our Terms and Conditions and if there is anything you do not understand please contact our Customer Support. In the event of a disagreement between this policy and the Terms and Conditions, then the Terms and Conditions shall prevail.

2. LONDON CAPITAL GROUP

London Capital Group (LCG) provides a spread betting, contracts for differences (CFDs) and Spot FX product to its clients covering a wide variety of financial markets and instruments. Every market quoted by LCG is derived directly from an underlying financial instrument sourced from an exchange or from a wholesale quoting counterparty (i.e. FX quoting banks). LCG decides which markets to quote, the times at which those markets are quoted and LCG publishes via its trading platforms those quotes on which clients may be able to trade.

LCG is the counterparty (or 'principal') to every trade. This means that you must open and close each and every trade with LCG and cannot close an open trade made with LCG with a third party (i.e. a different spread betting, CFD or Spot FX provider) and vice versa.

LCG is regulated by the Financial Services Authority (the FSA) and, as a regulated entity, LCG is required to take all reasonable steps to ensure the best possible result when executing client instructions.

3. TRADE EXECUTION POLICY

When you provide us with specific instructions as to how to execute your trade or order, then this will remove the obligation from LCG to take all reasonable steps to obtain the best possible execution result by the consequences of following your instructions.

When we open and close trades for you, we will take all reasonable steps to achieve the best possible result for you by opening and closing those trades according to our Order Execution Policy and subject to any specific instructions received from you. In all other circumstances, when we execute a trade or order for you we will take into consideration a number of factors that allow us to offer the best possible result. These are described further below. For Retail clients, this will mainly be determined by the price or spread, followed by the size and nature of the trade or order, and the speed and likelihood of execution and settlement. The most common factors are highlighted below.

Price - If your trade via the trading platform is accepted by the LCG dealers then your trade will be executed at the price requested by you and at no other price, assuming there is no 'price error'. If your trade is made over the telephone then,

assuming there is no 'price error', your trade will be executed at this price. For our pricing policy please see clause 6.

Transaction Speed - In almost all circumstances, so long as you have sufficient margin available on your account for the trade and so long as the trade size requested is equal to or under the maximum internet size permissible, your trade will be executed at the level requested. In certain circumstances due to speed of internet communications, market volatility or in the case of deliberate manipulation of our quoted prices your trade may be rejected by our dealers if the price at which you have attempted to trade is not representative of the 'underlying market' price when received by the dealers.

Trade Size - All trade execution is subject to size considerations. If the requested trade size is larger than LCG is able to trade in the 'underlying market' instrument on the relevant exchange at that time then the entire trade or order may be rejected but LCG may offer greater liquidity than the 'underlying market' at its discretion. LCG will not make a 'partial fill' of any trade except by agreement in the case of a telephone trade. Every market quoted by LCG has an absolute minimum and maximum permitted and this can be found by clicking on the information icon button associated with each market but this maximum trade size may vary due to market conditions and is, at all times, at the discretion of the LCG dealers.

General - In most cases an order when triggered by market price action will be filled at the same, or very close to the same, price as requested on your order request. If the market opens at the start of the trading day at a price sharply different to the closing price of the previous trading session any order whose activation price is between the closing LCG quote of the previous days trading close and the opening quote of the next days trading session will be filled at the first price reasonably obtainable by LCG with reference to the 'underlying market'.

Gapping (slippage) - If any market gaps from one quoted price to another due to any market sensitive piece of information (such as a profit warning or an economic data release) then any order in place between these prices will be activated. The execution price of any order affected by price sensitive information will be subject to general exchange rules. This means that they will be filled AFTER any trade requests placed at the same time. For this reason, although there may be tick prints on charts provided by LCG that suggest better potential fill levels, an order activated by a major economic data announcement, by a profit warning or other significant market event may be subject to fill levels significantly different to these momentarily available quote levels and will also be filled with consideration to the size of the order in question.

Market Hours - Aside from those markets defined as being quoted 'out of hours' no order will be filled outside of LCG's specified quoting hours. Please note that some markets continue to trade outside of the quoting hours offered by LCG and in these cases there is significant potential of some gapping from one LCG trading session to the next LCG trading session. All orders in these markets will be subject to this gap in prices. Orders activated in 'out of hours markets' quoted by LCG are treated as though the underlying instrument were open and trading at that level required to activate the order.

Guaranteed Stop Orders - Where you give instructions via the use of a Guaranteed Stop Order, specifying the price at which a position is to be closed if the market moves against you, those instructions take precedence over other aspects of our Order Execution Policy. A transaction which has a Guaranteed Stop Order set against it will be closed at the specified level if it is reached.

4. TRADES AND ORDERS

There are three types of instructions that our clients may give to execute or initiate a transaction with LCG.

Trade - This is where you give an immediate instruction to buy or sell on a currently quoted price.

Order (Standing Order) - This is where you give an instruction to execute a trade at a price that is not currently available in the market but may be available at a future date/time.

Market Orders - In certain cases when the trade size is greater than the 'underlying market' size or where the 'underlying market' is illiquid (i.e. in certain AIM or small cap stocks) or where LCG may for various reasons attempt to work an order for the client in the market at a certain price then LCG will agree a corresponding single trade price for the whole position after completion of the 'underlying market' trade.

5. WORKING ORDERS

In instances where a client makes a trade in unusually large trade sizes, or where the client specifically requests, LCG may at its sole discretion place the orders directly into the 'underlying market' using LCG's own name to execute the trade. Such trades may only be placed and accepted over the telephone through one of our dealers. LCG will only 'work' two types of orders for clients, 'Single Price' orders and 'Market Orders' and such orders will only be 'good for the day'. 'Single Price' orders are where the entire 'underlying market' order is made at an agreed pre-determined price and no other (i.e. to sell if the market reaches a certain point and to just offer at that price). Such an order may be part-filled in which case the corresponding trade size will be applied to the client account and any remaining unfilled part of the order would be cancelled at the close of business of that trading session. 'Market Orders' are orders that are triggered at a certain price and at which point the entire order is placed into the 'underlying market' and filled at the best available price at that time. LCG will place the order on to the electronic order book for the instrument concerned or, in the case of a non-electronically traded financial instrument, will place the order with a nominated broker who has access to the market makers who provide liquidity in the instrument concerned.

In the case of electronic execution of 'Market Orders' LCG will attempt to work the order with reference to the price, the likelihood of execution, the expected speed of execution and the size of the order. LCG will use its experience to attempt to achieve the best possible outcome in relation to the aforementioned reference points for the client. Market Orders may be subject to significant slippage and will only be filled in their entirety if there is the 'underlying market' liquidity available to achieve. The subsequent trade will be made at a single price reflecting the average price achieved by the 'Market Order'. If at any time LCG receives a price improvement on either of these order types then this price improvement must be passed onto the client.

Both order types may be cancelled by the client at any time but once an order has been activated it is unlikely that you will be able to cancel the whole transaction and

you are obligated to accept any part of a worked order that is filled prior to cancellation.

6. PRICING POLICY

LCG quotes prices with reference to a variety of factors which include the 'underlying market' price, the spread quoted by LCG, the time to expiry of the market, any dividends, stock splits, scrip issues or special cash payments of whatever nature which occur before the expiry of the market, interest rates, competitor pricing and weight of client business.

Further information in relation to the spreads for each market may be found on our Market Information Sheets.

In exceptional circumstances (such as increased volatility or illiquidity in relation to the underlying market concerned) LCG may be forced to alter the spreads offered.

LCG will regularly monitor this Execution Policy to ensure that we comply with all regulatory requirements and will continually review the various execution venues we use to create 'our quotes'.

Glossary of terms

Client Agreement - The contractual agreement that you enter into when opening an account with LCG. The terms relate to our Spread Betting, CFD and Spot FX products.

Execution venue - A location where financial instruments can be traded (i.e. the New York Stock Exchange, NYSE) LCG is the sole execution venue for your trades placed via its internet portals or over the telephone.

Market - An individual market on which you can make a trade.

Order - This is where you give an instruction to execute a trade at a price that is not currently available in the market but may be available at a future date/time.

Our Quote - The price quoted by us in each market via our trading platform or over the telephone.

Open Position - A situation where you have an exposure to a particular market due to the fact that you have an unexpired trade active on your account.

Trade - The action of making a trade using a quote given by LCG to either open a position or to close (or part close) an open position.

Underlying Market - A financial instrument acquired from an execution venue or from a wholesale quoting counterpart which underlies the quote made by LCG. For example the FTSE Rolling Daily price is calculated with reference to the most liquid FTSE futures contract (commonly called the Front Month) plus or minus a Fair Value (FV), which is comprised of 'cost of carry' time value plus any expected dividend component between now and the expiry of the FTSE future. So the 'underlying market' for the FTSE Daily Rolling market is the FTSE future (not the FTSE 100 index itself).