Order Execution Policy

1. Introduction.

1.1. Under the Applicable Laws, Trading 212 Markets Ltd ("**Trading 212**", "**Company**", "**we**" or "**our**") is required to have in place an Order Execution Policy and take all sufficient steps to obtain the best possible results for its Clients when executing their Orders.

1.2. This Order Execution Policy ("**Policy**") forms an integral part of our Agreement with you and sets out the means by which we meet our best execution obligations when executing orders for our Clients.

1.3. This Policy does not impose any fiduciary responsibilities or duties over and above the specific regulatory obligations placed upon us or as may be otherwise contracted between us.

1.4. This Policy applies to all Orders executed by Trading 212 on behalf of its Clients, in any of the Financial Instruments we offer in both the Invest and CFD Accounts. For clients holding Invest Accounts, the general provisions below and the specific provisions outlined in **Section A** apply. For CFD Accounts, the general provisions below and the specific provisions in **Section B** apply.

1.5. Any terms not defined herein shall have the meaning set forth in the Invest Terms and/or CFD Terms (as applicable). In case of any inconsistencies, this Order Execution Policy shall take precedence over the Invest Terms and/or CFD Terms (as applicable).

2. Execution Factors.

2.1. When executing Orders across all Trading 212 Financial Instruments, we consider the following factors, which apply equally to all Retail Clients.

2.2. We will always prioritise providing you with the best possible result determined mainly by total consideration, which includes both the price of the Financial Instrument and the related execution costs. However, we will also take note of other factors, such as the speed and likelihood of execution, particularly in cases where they are instrumental in achieving the best outcome. We aim to execute all Orders where possible but we may decline execution of a particular Order in line with the Agreement.

2.3. The execution factors we consider are the following:

- **Price:** The price at which an Order is executed. We aim to obtain the best possible price under prevailing market conditions, factoring in liquidity and bid-ask spreads.
- **Costs**: Any expenses related to the execution of Orders, including spreads, commissions, exchange fees, clearing fees, regulatory charges, and any other associated costs. We seek to minimize costs without compromising execution quality.
- **Speed**: The time taken to execute an Order, which can be crucial in volatile markets. The speed of execution primarily depends on the availability of prices from third parties, the size of the order and the factors impacting the underlying market. We strive to execute client orders promptly while balancing other execution factors.
- **Likelihood of Execution and Settlement**: The probability that an Order will be successfully completed, considering market liquidity and potential delays from counterparties.
- **Order Size and Nature**: Our Website details the value of minimum and maximum sizes of orders in different products/instruments. Maximum and minimum transaction sizes vary based on market conditions and remain at T212's sole discretion. If the size of your order is above the maximum transaction size, Trading 212 may not be able to execute that order and the Order may be rejected or canceled. However, Trading 212 may offer additional liquidity at its sole discretion. For large or illiquid transactions, T212 may prioritise price over speed and may only accept execution after managing market exposure.

3. Execution Criteria.

3.1. We are required to determine the relative importance of the aforementioned Execution Factors by taking into account the following Execution Criteria:

(a) The categorisation of the client (i.e. Retail Client, Professional Client or Eligible Counterparty);

(b) The characteristics of the client Orderc(i.e. the size and nature of the Order);

(c) The characteristics of the financial instruments subject to the Order; and

(d) The characteristics of the execution venues to which the order may be directed (as applicable).

3.2. Depending on the type of account you hold with us (Invest and/or CFD Account), not all of these criteria will be relevant in each case or equally relevant to our relationship.

4. Client's Specific Instructions.

4.1. Trading 212 may receive specific instructions from you as to how to execute an Order, which likely relates to price and/or time of execution (i.e. Limit Orders, Stop Loss etc). Subject to our Agreement with you, we will execute orders in accordance with the instructions you give, unless the trading rules for specific markets or market conditions prevent us from doing so.

4.2. Any such specific instructions will take precedence over our approach in this Policy, and such instructions may prevent us from taking the steps described in the Policy to obtain the best possible result for you.

5. Trading outside a Regulated Market, MTF or OTF.

5.1. Under the Applicable Laws, if a Financial Instrument is admitted to trading on a Regulated Market, Multilateral Trading Facility (**MTF**), or Organised Trading Facility (**OTF**), we may execute orders outside these venues where we believe it is in your best interest. In such cases, we are required to obtain your prior express consent. By agreeing to our Terms and this Policy, you consent to the possibility of your orders being executed outside these trading venues.

5.2. Trading 212 may execute client Share Dealing Orders (see Section A below) and will execute client CFD Orders (see Section B below) outside a Regulated Market or MTF. This approach allows us to consistently source the best price for your orders; however, it introduces greater counterparty and settlement risk compared to trading on an exchange. Further details on these risks are outlined in our Disclosures Notice available on our Website.

5.3. Orders executed outside a Regulated Market, MTF or OTF will comply with our best execution obligations and will not disadvantage you.

6. Slippage and Market Gaps.

6.1. All Order types may be impacted by "slippage" or "market gaps". Slippage and market gaps are common elements of trading in Financial Instruments.

6.2. Slippage occurs when the price at which an order is executed differs from the expected or displayed price due to market conditions. This can happen in periods of high volatility or low liquidity, such as during news announcements, economic events, or market openings.

6.3. Order Slippage can have two effects:

- Positive slippage: When the executed price is better than the requested price.
- Negative slippage: When the executed price is worse than the requested price.

6.4. Our approach is to pass on positive and negative slippage to clients as they arise. Orders may not always be executed at the requested price but at the next available market price.

6.5. A market gap is a sudden price movement with no trading in between. It often occurs when a market opens after a closed period or when trading is suspended due to exchange rules. If a market gap occurs, orders will be executed as soon as reasonably possible under prevailing liquidity conditions. The execution price may differ from the order price or other market prices available elsewhere.

7. Review and Monitoring.

7.1. We are required to monitor the effectiveness of our order execution arrangements and this Order Execution Policy to identify and, where appropriate, correct any deficiencies. Our internal auditors also independently assess the manner of order execution to assure as to the effectiveness of the processes.

7.2. Trading 212 will periodically assess whether its Execution Venues provide the best possible result for you or whether we need to change our execution arrangements. We will review our order execution arrangements and this Order Execution Policy at least annually or whenever a material change occurs that affects our ability to obtain the best result for the execution of orders consistently. For this Policy, a material change shall be a significant event that could impact parameters of best execution, such as cost, price, speed, the likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the Order.

7.3. Such material changes will include, amongst others, consideration of the following:

- the addition or removal of Execution Venues or third-party brokers;
- changes in the Financial Instruments or Services offered by the Company;
- changes in the relative importance of best execution factors and criteria;
- material market impact;
- a major change to existing arrangements, such as a material change in the human or technical resources that the Company relies on to provide best execution;
- complaints in relation to a major issue noted by clients.

7.4. In exceptional cases, especially in cases of system failures or exceptional market conditions, including failure of communication with selected intermediaries, the Company may be obliged to deviate from the execution principles provided in this Policy. Even in these circumstances, we will make every effort to achieve the best possible result for you.

8. Consent.

8.1. This Order Execution Policy forms an integral part of our Agreement with you for the provision of Share Dealing Services and/or CFD Services. By using our Services, you hereby accept and consent to this Order Execution Policy.

8.2. If we make any amendments to our Order Execution Policy, we shall always give you at least 30 days written notice before we make the change, except as required by Applicable

Law. Your continued use of our Services following such notification constitutes your acceptance of the revised Policy.

9. Communication.

9.1. If you have questions about this Order Execution Policy or require additional information on how your Orders are handled, please contact us at info@trading212.com.

SECTION A

Share Dealing Services

This Section A applies to Invest Accounts and Orders placed by clients using our Share Dealing Services.

10. Order Handling and Execution.

10.1. For Share Dealing transactions Trading 212 may act as an agent and route your Orders directly to one of its nominated third-party brokers for execution at an available venue or will act as a principal and execute Orders through its own Systematic Internaliser venue. Clients will always be informed of the execution venue following the execution of the Order.

10.2. When Orders are being executed through Trading 212's Systematic Internaliser (SI), this means that Trading 212 facilitates the execution of client orders by executing them from its own inventory, rather than routing them to external venues. Trading 212 ensures best execution by matching upon the best available bid and ask prices on the reference exchange at the time of order execution. For example, if the best bid/ask price for a stock on the reference exchange is €100.50/€100.55, any client order executed through Trading 212's SI will be filled at a price no worse than these levels.

10.3. All orders placed under the Share Dealing Services are processed in accordance with our best execution obligations and this Policy. Orders are executed promptly, subject to market conditions, liquidity, and trading venue availability. Execution speed and price depend on external market factors and order type. In cases of extreme market volatility or low liquidity, orders may be subject to delays, partial execution, or rejection.

10.4. In some situations, we may provide a partial fill of an Order as an alternative to outright rejection. If an Order can only be executed partially due to various reasons or applicable limits, you authorise us to make all reasonable efforts to execute that part of the Order.

11. Execution Venues.

11.1. Trading 212 may direct client Share Dealing Orders to different executing venues, which allows it to consistently obtain the best possible result for the execution of client Orders. Orders are routed to the most appropriate venue based on factors such as price, liquidity, and cost, ensuring compliance with best execution obligations.

11.2. Such venues are subject to change as the Company sees fit and shall include, amongst others Regulated Exchanges, Multilateral Trading Facilities (MTFs), Systematic Internalisers, executing brokers and other liquidity providers. An indicative list of the execution venues upon which the Company places significant reliance is added below, which is subject to change at any time:

(a) Trading 212 Markets Limited (Systematic Internaliser)
(b) Interactive Brokers Ireland Limited
(c) J.P. Morgan SE

11.3. Trading 212 continuously assesses venue performance to ensure optimal execution for our clients and periodically reviews which execution venues it uses considering, amongst other factors, the firms' reputation, the number of liquidity pools/regulated markets/MTFs accessible via the venue and the use of Smart Order Routing technologies, to source the best available prices. Smart Order Routing technologies are computerised routing algorithms designed to optimise both speed and either price or total consideration, by continuously scanning the bids and offers at each of those competing execution venues and automatically routing orders directly to the best execution venues.

11.4. Where Trading 212 operates its own Systematic Internaliser (please refer to 10.2. above for more information), it will regularly review the performance of the Systematic Internaliser's best execution delivery against executions available via other trading venues and assess whether additional sources of quotations could improve the execution performance for its Clients.

12. No Inducements.

12.1. Trading 212 is committed to executing client orders in a manner that is transparent, fair, and in the best interest of its clients. In compliance with MiFID II requirements, Trading 212 does **not** receive any remuneration, discount, or non-monetary benefit from third parties in exchange for routing client orders to a particular trading or execution venue. This ensures that order execution is free from conflicts of interest and is based solely on achieving the best possible outcome for clients.

12.2. Trading 212 does **not** engage in Payment for Order Flow (PFOF), a practice where brokers receive payments from market makers or other third parties in exchange for directing client orders to them. To maintain transparency and align with regulatory requirements, Trading 212 strictly avoids this practice and ensures that all orders are executed based on objective best execution criteria.

12.3. If Trading 212 were to receive any form of inducement, it would only be accepted if it is designed to enhance the quality of service provided to clients and does not impair our duty to act honestly, fairly, and professionally in the best interests of our clients.

13. Fractional Shares.

13.1. Fractional Shares are not individually listed on an exchange, though their corresponding full shares usually are. Most execution venues do not allow for Fractional Share orders, creating execution uncertainty. Therefore, Trading 212 always executes Fractional Share Orders through its Systematic Internaliser.

13.2. Trading 212 ensures best execution for all orders, including fractional shares, in line with regulatory requirements. Orders containing both full and fractional shares may be executed in a mixed capacity, where Trading 212 acts as principal for the fractional component and as an agent for the whole component.

13.3. If your order is denominated in a monetary amount insufficient to purchase a full share, we will execute a fractional share transaction based on a percentage of the specified share. Fractional holdings are rounded to eight decimal places, ensuring the transaction does not exceed the order amount. Rounding may impact cash dividends, stock dividends, and stock splits, as detailed in the Invest Terms. You acknowledge that Trading 212 is not liable for losses incurred due to rounding of fractional holdings.

14. Order Types.

14.1. Trading 212 offers the following order types for Share Dealing trading:

- **Market Orders:** Executed at the best available price at the time of placement (or upon the next price update). When placing a Market Order, the execution price may differ from the quoted price, particularly for less liquid financial instruments. Market Orders trigger execution but do not guarantee a specific price, so they should be used with caution.

- **Limit Orders**: A Limit Order allows you to specify the price at which you want to buy or sell a Financial Instrument. Unlike Market Orders, Limit Orders will only be executed at your specified price or a better price. Your order will remain pending if the market does not reach your limit price.

- **Stop Orders**: The Stop Order triggers a Market Order when the Financial Instrument reaches a specified price, and it is used to limit potential losses or capture gains.

14.2. Market conditions may impact the execution time of all order types. Orders are executed in sequence, but execution is not guaranteed, even if the specified Limit or Stop Price is reached. We are not liable for any actual or potential losses resulting from execution delays. Additionally, Stop Orders may be executed at a price different from the Stop Price due to market fluctuations. We may, at our discretion, impose temporary or permanent restrictions on certain order types or specific investments based on market conditions.

14.3. You may modify or cancel pending orders before execution, subject to system availability. Once an Order has been fully executed, it cannot be amended or canceled.

15. 24/5 Trading

15.1. Trading 212 offers 24/5 Trading, allowing clients to trade certain US-listed stocks outside of regular market hours. During this period, all orders are executed internally through our Systematic Internaliser.

15.2. With 24/5 Trading, clients can access the following different trading sessions:

(a) Regular Market Hours

To ensure best execution during Regular Market Hours, Trading 212 matches the best available price from the security's reference exchange, usually NYSE and NASDAQ. This ensures that clients receive the best available prices in line with market conditions.

(b) Extended Hours Trading (Pre-Market Trading and After Hours Trading)

To ensure best execution during Extended Hours Trading, Trading 212 matches the National Best Bid and Offer (NBBO) feed, which is determined by third-party security information processors collecting data from all major US exchanges.

(c) Overnight Trading

For Overnight Trading, price quotes are sourced from a third-party trading venue (a US Alternative Trading System), Blue Ocean Alternative Trading Systems ("BOATS") that facilitates trading of US national market system stocks outside regular hours by matching buy and sell orders.

15.3. Trading 212 does not use data from OTC markets or third-party Systematic Internalisers for best execution during 24/5 Trading. All Client Orders executed with 24/5 Trading enabled (i.e. during Extended Hours Trading or Overnight Trading sessions) are executed following the same execution criteria as those placed during Regular Trading Hours.

15.4. If 24/5 Trading is disabled, Client Orders will only be executed during Regular Trading Hours. If 24/5 Trading is enabled, orders can be executed at any time during the 24/5 session, which includes pre-market, regular market hours, after-hours trading and overnight trading. Trading outside Regular Trading Hours comes with additional risks, such as lower liquidity, higher price volatility, and wider spreads. Your Order may be delayed, partially executed, or not executed at all.

16. Price Formation.

16.1. Our price quotes of Financial Instruments are displayed on our Trading Platform and are updated as frequently as the limitations of technology and communication allow. We obtain these prices from a range of third-party reference sources. The Company reviews its third-party external reference sources regularly to ensure that the data obtained is as timely and accurate as can be.

16.2. The prices shown on the Trading Platform should be regarded as an indication of the live market price rather than a fixed quotation of the relevant Financial Instrument. The price quotes shown may vary at the time of execution, particularly for Market Orders. This means that the price you see on our Trading Platform may differ from the price at which your Order is executed, due to factors such as movements in the foreign exchange market between when you place your Order and when it is executed. This may occur if there is a delay between placing your Order and its execution.

16.3. We do not charge commission or apply an additional spread when executing Share Dealing Orders. However, costs related to FX conversions will apply if purchasing Financial Instruments in a currency other than your deposit currency. All relevant fees will be disclosed to you before the transaction occurs and will vary in line with market fluctuations. Other applicable taxes or fees (e.g., stamp duty) will be applied in accordance with the relevant governing body and will be visible to you in the Trading Platform prior to placing an Order.

16.4. For more information about costs, please refer to the Terms and Fees section on our Website.

SECTION B

CFD Services

This Section B applies to CFD Accounts and Orders placed by clients using our CFD Services.

17. Order Handling and Execution.

17.1 Trading 212 will always act as the principal counterparty for all CFD Client transactions, meaning it is the sole execution venue for client Orders. All CFDs are manufactured exclusively by Trading 212, and all CFD Orders are 100% executed with us as principal. Since CFDs are executed outside of Regulated Markets or MTFs, counterparty risk and settlement considerations differ from exchange-traded instruments. Clients should review the associated risks outlined in the Company's Disclosures Notice.

17.2. Trading 212 determines and provides all CFD prices, which are proprietary and not sourced from third-party venues. Whilst CFDs are created and priced by Trading 212, we may seek to manage risk as a market maker and choose whether to hedge part or all of the CFD Order in the underlying market. With this approach, there is a greater likelihood of reduced execution costs and lower market price impact for our Clients overall. Where hedging in the underlying market is required, this may affect the price of the CFD Order, considering the prevailing market conditions available to Trading 212.

17.3. In some situations, we may provide a partial fill of a CFD Order as an alternative to outright rejection. If a CFD Order can only be executed partially due to liquidity constraints, internal risk limits, or other factors, you authorize us to make all reasonable efforts to execute that part of the Order.

18. Order Types.

18.1. Clients can place different types of orders when trading CFDs by either specifying the number of CFDs they wish to trade (quantity-based input) or the total trade value in their account currency (value-based input), where applicable. The availability of value-based input may vary by order type and may be subject to our Trading Platform functionality and trading conditions.

18.2. Trading 212 offers the following order types for CFD trading:

- **Market Orders:** Executed at the best available price at the time of placement (or upon the next price update). When placing a Market Order, the execution price may differ from the quoted price, particularly for CFDs with less liquid underlying financial instruments. Market Orders trigger CFD Order execution but do not guarantee a specific price, so they should be used with caution.

- **Limit Order (Buy Limit Order or Sell Limit Order)**: A Limit Order allows you to specify the price at which you want to buy or sell a CFD. Unlike Market Orders, Limit Orders will only be executed at your specified price or at a better price. Your order will remain pending if the market does not reach your limit price.

- **Stop Order (Buy Stop Order or Sell Stop Order)**: The Stop Order triggers a Market Order when the CFD reaches a specified price. The execution price of a Stop Order is not guaranteed. In volatile or illiquid market conditions, execution may occur at a price different from the stop level due to price gaps or slippage.

- **Stop-Loss Order**: This type of order is designed to limit potential losses by closing a CFD position at a predefined stop level. Once triggered, it becomes a Market Order and executes at the next available price. The execution price of a Stop-Loss Order is not guaranteed. In volatile or illiquid market conditions, execution may occur at a price different from the stop level due to price gaps or slippage.

- **Take Profit Order**: Locks in profits by closing a position when the market reaches a predefined price level. Unlike Stop-Loss Orders, it only executes at the specified price or better. The order remains pending until the price is reached.

- **Trailing Stop Order**: This is a dynamic type of Stop-Loss Order that adjusts the stop level as the market moves in your favour. It maintains a set distance from the market price, and if triggered, converts into a Market Order and is executed at the next available price. Execution at the exact trailing stop level is not guaranteed, as price gaps and market volatility may cause the order to be executed at a different level.

18.3. Market conditions may impact the execution time of all order types. Orders are executed in sequence, but execution is not guaranteed, even if the specified Limit or Stop Price is reached. We are not liable for any actual or potential losses resulting from execution delays. Additionally, Stop Orders may be executed at a price different from the Stop Price due to market fluctuations. We may, at our discretion, impose temporary or permanent restrictions on certain order types or specific investments based on market conditions.

18.4. You may modify or cancel pending orders before execution, subject to system availability. Once an Order has been fully executed, it cannot be amended or cancelled.

19. Price Formation.

19.1. CFD prices on the Trading Platform are manufactured by Trading 212. They are derived from reference data sources and liquidity providers, ensuring competitive and fair pricing. On our Trading Platform, we quote two prices: the BUY price (the price at which you can open a long position or close a short position) and the SELL price (the price at which you can open a short position or close a long position). These prices are derived from the price of the underlying instrument, sourced from multiple third-party reference providers. The Company reviews its third-party external reference sources regularly to ensure that the data obtained is as timely and accurate as can be.

19.2. When executing CFD transactions, Trading 212 may apply a spread to the transaction price. This spread consists of two components: a mark-down on the bid (Sell) price and a mark-up on the ask (Buy) price, both based on the prices obtained from our price sources and/or selected Execution Venues. The spread is subject to market conditions, liquidity, and the specific nature of the financial instrument, and is detailed on the Trading Platform. In exceptional circumstances (such as increased market volatility or reduced liquidity), Trading 212 may alter the spreads on CFD products.

19.3. In general, the term "spread" in relation to CFD products includes two layers of costs as follows:

- First, the mark-up is added to the reference price received from our price sources, which are derived from independent market data providers, publicly available sources, or our selected Execution Venues and liquidity providers.

- Second, the reference price itself may already have an embedded 'core' spread from the market.

19.4. Any mark-up or mark-down applied will be symmetrical, meaning that the same reference price is used consistently across the bid and ask prices. We do not seek to benefit from asymmetric price movements or disadvantage Clients in the execution of their CFD Orders.

19.5. For CFD positions held overnight, an overnight interest is applied daily at 10 PM (GMT). This overnight interest reflects the cost of keeping a leveraged position beyond the standard trading day. The overnight interest may be either:

- Debited from your CFD Account if the position incurs a financing cost (e.g. overnight interest rate is negative).
- Credited to your CFD Account if the position benefits from a positive overnight interest rate.

19.6. These rates are updated daily and are available in the Trading Platform under the product's information section. The exact overnight interest is calculated based on the position size and the applicable overnight interest rate at the time.

19.7. We do not receive any additional fees or commissions from you, except for those explicitly detailed in the CFD Terms and as agreed between you and Trading 212. All associated costs for CFD products, including spreads, FX Fees and overnight interests, are clearly disclosed and detailed in the Terms and Fees section on our Website.

This Order Execution Policy was last updated and published on 21.03.2025. A copy of the most up-to-date version of this Order Execution Policy is available on our Website.