



## INFORMATION ON QUALITY OF EXECUTION

### Applicability and objectives

This Document on Information on the quality of execution was last updated in April 2026 and shall remain effective until a more recent version is released and is reviewed at least on an annual basis. Finalto EU Ltd reserves the right to amend or supplement this Document at any time. The prevailing version of this Document is always available on our website [www.finalto.com](http://www.finalto.com).

This Document is effective from April 2026 and shall remain effective until a more recent version is released. Finalto EU Ltd reserves the right to amend or supplement this Document at any time. This Document does not replace our Standard terms of business which we ask that you read carefully before you enter into any trading. The prevailing version of this Document is always available on our website.

## **CONTENTS**

<b>1. INTRODUCTION</b>	<b>2</b>
<b>2. TREATING CUSTOMERS FAIRLY</b>	<b>2</b>
<b>3. APPLICABLE LAW AND REGULATIONS</b>	<b>2</b>
<b>4. PRODUCTS</b>	<b>2</b>
<b>5. BEST EXECUTION</b>	<b>3</b>
<b>6. CLOSE LINKS AND CONFLICTS OF INTEREST WITH RESPECT TO THE EXECUTION VENUES</b>	<b>4</b>
<b>7. ASSESSMENT OF THE QUALITY OF EXECUTION</b>	<b>8</b>
<b>8. INFORMATION ON THE TOP FIVE EXECUTION VENUES</b>	<b>8</b>

## 1. INTRODUCTION

This Document related to the Information on the Quality of Execution (the “Document”) provides an overview of how we execute orders on behalf of clients and the factors that can influence the order execution behavior.

This information will provide a clear picture of the execution strategies and tools used to assess the quality of execution obtained and will also allow investors to assess the effectiveness of the monitoring carried out by the Company in relation to those execution arrangements.

The document shall be reviewed and accordingly updated on an annual basis and shall reflect the data of the previous year.

## 2. TREATING CUSTOMERS FAIRLY

Treating customers fairly is central to our corporate culture and ethos.

We have a duty to act honestly, fairly, professionally and in the best interest of our clients when dealing with them. We implemented a Code of Conduct and a set of policies and procedures that aim to ensure we perform to the highest level of professional standard at all times.

We offer our services through the electronic and mobile trading platforms ClearVision, MT4 and MT5.

## 3. APPLICABLE LAW AND REGULATIONS

This Document is issued pursuant to, and in compliance with the requirements of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“MiFID II”), the Law of the Republic of Cyprus No 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets which transposed MiFID II into Cyprus legislation and the Investment Services and Activities and Regulated Markets Law of the Republic of Cyprus Law No 144(I)/2007 to the extent it remains applicable after coming into force of MiFID II.

The purpose of this Document is to ensure the Company’s compliance with the Commission’s Delegated Regulation (EU) 2017/576 (“RTS 28”) with respect to the annual publication by investment firms of information on the identity of execution venues and on the quality of execution as well as Section 9 of the Questions and Answers Document of the European Securities and Markets Authority (“ESMA”) issued on 11 October 2016 with reference ESMA/2016/1454 with respect to the provision of CFDs and other speculative products to retail investors.

In this Document, we collectively refer to all the above legislations, regulations and guidelines as “Regulations”.

## 4. PRODUCTS

### 4.1. CFDs

We enable you to trade CFDs via the following trading platforms:

- a. ClearVision
- b. MetaTrader 4 (MT4) client terminal/web trader
- c. MT4 Mobile
- d. MetaTrader 5 (MT5) client terminal/web trader
- e. MT5 Mobile

CFDs relate to underlying asset classes and financial instruments, which we explain below:

Product Types	Examples of financial instruments in the specific product types
Foreign Exchange (“FX”)	EUR / USD; GBP / USD ; EUR / CHF
Commodities	Crude Oil; Gold; Silver; Cotton No 2; Wheat; Natural Gas
Indices	USA500 Futures; UK100 Futures; Germany40 Futures, USA30 Futures
Shares	Facebook; Apple; Amazon; VISA; Siemens

Bonds	10-Year US Treasury Note Futures, UK Gilt Futures, 30-Year US Treasury Bond Futures
Exchange Traded Funds (“ETF’s”)	SPDR Dow Jones Industrial Average, iShares MSCI South Korea, iShares Russell 2000
Cash Indices	USA500, UK100, Germany40, Spain35, USA30.
Cryptocurrencies	Bitcoin; Litecoin; Dash; Ethereum

The instruments available may vary in each of the above trading platforms. Certain exchanges and digital exchanges may impose intraday price movement limits on trade which may result in trading suspension of trading and/or stoppage of price feeds and/or a general trading halt and/or to the inability to place or close orders. This may be a result of the imposed intraday price movement limits or due to technical issues. Such limitations often apply, in particular, to the exchanges from which we source our prices for CFDs in Cryptocurrencies. By trading with us, you accept the risks associated with the above, including the risk of inability to place or close your trading Orders as a result of such trading suspensions or halts.

Note that when trading CFDs where the underlying asset is a Cryptocurrency, you should be aware that:

- a. Cryptocurrency CFDs are recognized as Financial Instruments for the purpose on MiFID
- b. Cryptocurrencies are traded on non-regulated decentralized digital exchanges. This means that the price formation and price movements of the Cryptocurrencies depend solely on the internal rules of the particular digital exchange, which may be subject to change at any point in time and without notice. In addition, such digital exchanges may introduce trading suspensions or take other actions that may result in suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to us. The above factors could result in material adverse effect on your open positions, including the loss of all of your invested amounts.
- c. Cryptocurrencies are exposed to high intra-day price volatility, which may be substantially higher compared to other Financial Instruments recognized under the MiFID. Therefore, by trading CFDs in Cryptocurrencies you accept a significantly higher risk of loss of your invested amounts which may occur within a very short time frame as a result of sudden adverse price movements of the Cryptocurrencies.

## 5. BEST EXECUTION

Best Execution is the process by which Finalto EU seeks to obtain the best possible result when executing client orders.

The definition of best possible result will vary as we may take into account a range of execution factors and determine their relative importance based on the characteristics of the respective client, the order size, the orders that we receive and the underlying Financial Instruments for which we offer trading on Contracts for Difference. Prices and costs carry the highest importance when executing transactions for our clients.

These Execution Factors and the relevant importance/criteria we place on them, depending on the circumstances of the clients and the order, are as follows:

Factor	Explanation	Importance
Price	The market price at which the order is executed. Price is the most important factor for ensuring best execution. Please note that the prices you will see on our trading platforms may differ from the prices you may see on other trading platforms.	High
Costs	No additional charges are incurred in executing the order over and above Finalto EU Spread.  The Company does not apply any execution venue costs/commissions. There are no third-party fees such as clearing, or settlement fees involved in the execution of your orders. The Company solely receives its commission from the spread which is reflected in the price offered to the client.  Other charges not related to execution may apply, as per section 10.8 “Costs and Charges” of our Order Execution Policy.	High

<b>Size</b>	The way that Finalto EU executes an unusual order (for example, one that is larger than the normal market size) may differ from the way it executes a standard order. Finalto EU does not apply different execution arrangements between larger and smaller positions. The execution factors are the same across all orders.	<b>High</b>
<b>Speed of Execution</b>	This can be particularly important in fast moving markets. We place significant importance on speed when executing client orders. Our execution is fully automated apart from minimal manual execution when you enter orders by calling our Dealing Desk.	<b>High</b>
<b>Likelihood of execution and settlement</b>	Finalto EU may not be able to execute the order at the best available price or the transaction may fail to complete as further in our Order Execution Policy. Where there is low liquidity in the market the Company might not be able to execute certain orders (either buy or sell).  Although the Company strives to execute all orders placed by the clients, it reserves the right to decline an order of any type or execute the order at the first available market price. The Company applies market execution when executing clients trades in order to ensure that orders are executed at the next available price and avoid rejections.	<b>Medium</b>
<b>Market impact</b>	The effect that executing a client’s order, or showing it to other market participants, might have upon the market	<b>Medium</b>
<b>Other factors relevant to particular order types</b>	<b>May vary depending on the circumstances</b>	<b>As applicable</b>

The relative importance of these factors can vary between different products. Although we endeavor to provide the best possible execution after having taken into account the above factors, we cannot absolutely guarantee to you that the price that we make available to you at the time of opening or closing a position with us will always be better than one which is or might have been offered elsewhere.

When Finalto EU executes orders on behalf of clients, the Company applies the same order execution arrangements to all its clients. Best Execution is determined on the basis of the total consideration paid to or by the client, unless the objective of execution of the order dictates otherwise. Total consideration is the price of the product (CFD or Equity) in the underlying Financial Instrument and the costs related to execution of the order, including all expenses incurred by the client which are directly related to the execution of the order such as venue execution fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order. When assessing whether the best execution has been achieved, Finalto EU does not take account of its standard charges that will be paid by the client irrespective of how the order is executed.

Although we take all reasonable efforts, where we use an external counterparty as our liquidity provider, we will not be obliged to enter into any transaction with the client if in doing so we may be at risk of exceeding the liquidity available to us in the underlying market. For larger transactions, we may add an additional mark up or mark down and / or charges to our prices.

If a client undertakes repeated transactions, Finalto EU will view them on a cumulative basis for the purpose of determining such additional mark up and / or charges.

**6. CLOSE LINKS AND CONFLICTS OF INTEREST WITH RESPECT TO THE EXECUTION VENUES**

**6.1. Close Links and commercial ownership with respect to the Execution Venues used for CFDs**

Execution Venues are the entities with which the orders are placed or to which the Company transmits orders for execution. For the purposes of the orders submitted to the Company by the client, as mentioned above the Company always acts as Principal on the client’s behalf. Even where the Company transmits the orders for execution to third party liquidity providers, the Company remains the sole counterparty to your trades. Therefore, the Firm is the sole Execution Venue and has no special arrangements with other Execution Venues with respect to clients’ orders.

Solely for risk mitigation purposes (but not with respect to sourcing price data), the Company uses liquidity provider with which it may hedge some or all of its exposure in certain assets in accordance with its hedging strategy, thereby transferring the market risk to another counterparty. Finalto EU uses its affiliated company Finalto Financial Services Limited (“**Finalto Financial Services**”) as its hedging counterparty. All hedging arrangements are undertaken on a commercial arms-length basis.

**6.2. Conflicts of Interest**

Conflicts of interest are unavoidable in financial institutions such as Finalto EU with a diverse range of activities, including those trading as Principal with their clients. Finalto EU seeks to manage conflicts of interest fairly at all times.

Finalto EU hereby identifies and discloses a range of circumstances which may give rise to a conflict of interest and potentially but not necessarily be detrimental to the interests of one or more clients. Such a conflict of interest may arise if Finalto EU or any person directly or indirectly employed, remunerated or controlled by Finalto EU and its affiliates, or a client, is likely to make a financial gain, or avoid a financial loss, at the expense of a client.

We also map out here below our approach to managing these indicative areas of conflicts of interest:

Circumstances of potential conflict of interest*	Our approach to managing these (indicative actions)
<p>When a client enters into any order to Buy or Sell a CFD on our online trading platforms, the client trades with us as the counterparty. We are the Principal to each trade that the client enters.</p> <p>This means that:</p> <ul style="list-style-type: none"> <li>• The client may only close each position he trades with us.</li> <li>• The client’s positions are not transferable to any other regulated investment firm. This is a major difference to when clients trade for example in Shares. In such cases, clients can move their holding in Shares to be traded through another investment firm – broker. In CFDs, clients can only trade/close their position with the investment firm – broker they initially opened their position with.</li> <li>• If clients make profits on their trading, we lose. If the clients register losses on their trading, this means we profit.</li> </ul>	<ul style="list-style-type: none"> <li>• We have introduced an Order Execution Policy that sets out our obligations in delivering Best Execution to our clients.</li> <li>• Best Execution is the process by which Finalto EU seeks to obtain the best possible result when executing client orders.</li> <li>• Generally, Best Execution is determined on the basis of the total consideration paid to or by the client, unless the objective of execution of the order dictates otherwise.</li> <li>• Prices quoted for CFDs are based on the published prices of underlying instruments on the regulated exchanges where such instruments are regularly traded or, with respect to Foreign Exchange, based on the aggregation of prices received from global investment banks and other liquidity providers</li> <li>• We regularly advise the CySEC as our home regulatory authority of the number of winning and losing clients.</li> <li>• We disclose our indicative Spreads and charges on our trading platform however, the spread can vary to reflect market conditions.</li> <li>• Our marketing communication is developed on the basis of being fair, clear and not misleading to clients and is issued following approval by the Compliance Department.</li> </ul>
<p>The settings of the trading platform may be at non-symmetrical parameters. A key area relates to trading slippage. Slippage refers to the difference a client expects to pay for a trade and the actual price at which the trade is executed. Slippage occurs because there is a slight time delay between the client entering the trade and the time the broker receives the order. During this time delay, the price may have changed. Slippage can be much higher in fast-moving, volatile markets. It can either work in favor of or against the client. Conflicts may arise if the application of slippage parameters is not</p>	<ul style="list-style-type: none"> <li>• All trading platform parameters are symmetrical and reviewed at regular intervals</li> <li>• There is also full disclosure of the risk of negative slippage as well as positive slippage in the Order Execution Policy and in our Standard Terms of Business.</li> <li>• We have monitoring procedures in place in order to ensure that the slippage parameters are indeed symmetrical.</li> </ul>

<p>symmetrical. That is the broker enables a higher negative slippage for the client whilst limiting the client's potential profit in positive slippage.</p>	
<p>Finalto EU , its employees, 3<sup>rd</sup> parties acting on behalf of or on the basis of specific agreements with Finalto EU (such as introducers, websites and social media) may have an interest in maximizing trading volumes in order to increase dealing revenues or their variable remuneration pay. This may be inconsistent with the need for client's to trade prudently or for minimizing clients' transaction costs. Finalto EU employees may also receive bonuses or other forms of variable pay that links to the trading performance of clients.</p>	<ul style="list-style-type: none"> <li>• Employees who receive any form of variable pay (including performance related pay) may be subject to vesting periods with malus and claw back provisions.</li> <li>• Incidents of conflicts of interest or any other compliance breach can lead to the suspension of unvested rights and / or claw back of any awards and / or termination of employment.</li> <li>• Awards are structured so as to have regard to long term client satisfaction as opposed to short term Company gains, recognizing that our long-term success is premised on maintaining satisfied clients over the long term.</li> <li>• We do not engage with third party introducers which operate call centers.</li> <li>• Partners, including affiliates, intermediary service providers and business introducers, may receive volume-based remuneration. We limit the types of remuneration which can be received to types which do not generate any additional conflict of interest, thus minimizing any additional conflict which may negatively impair a client. For example, profit sharing arrangements are prohibited in relation to clients' activity.</li> <li>• Any fees paid to a third party are part of the fees already charged by a client therefore, a client will not incur any further costs due to such remuneration arrangements.</li> <li>• Any payment to a third party is reviewed and approved by a member of the Finance Department, while a dedicated member of the Compliance Department monitors on an on-going basis the remuneration arrangements with third parties.</li> <li>• Any websites, affiliates or other online introducers do not have any role in our assessment of the clients' knowledge and experience for onboarding purposes, such decision to onboard being at the entire discretion of Finalto EU.</li> <li>• Local registrations with regulatory authorities have to be adhered to by affiliates where appropriate.</li> </ul>
<p>Where investment research or market information is provided this does not take account of the circumstances and investment objectives of individual clients. Finalto EU, or legal and natural persons affiliated with it, may have a position or trade in financial instruments that may be covered by such investment research.</p>	<ul style="list-style-type: none"> <li>• We do not offer any form of investment advice and our disclaimers make this fact explicitly clear.</li> <li>• Market research is performed on behalf of Finalto eu by third parties who are segregated from our Dealing, Sales and Retention employees.</li> <li>• We remunerate such third parties on the basis of fixed fee arrangements which are not related to the trading generated from our clients.</li> <li>• Other than being a Principal to clients' trading or hedging for the market risk emanating for this trading, neither Finalto EU or its holding company or affiliates trade in any form of financial instrument for the purpose of short term financial gains.</li> </ul>
<p>Employees or business associates may have a personal holding in a security of a company and where such employees or business associates are involved in executing clients' orders, and – in breach of internal policy – encourage or push the client to trade in such a security.</p>	<ul style="list-style-type: none"> <li>• We monitor client communications to ensure that our staff do not engage in any form of investment advice.</li> <li>• All employees are bound by our Personal Account Dealing Policy as in force and effect from time to time.</li> <li>• Other indicative points as set out in the Conduct section outlined above.</li> </ul>
<p>The company may act as a manufacturer and/or distributor of its products, defining its target market, and therefore has an interest in maximizing its trading volumes by selling its products and services to a large variety of persons. Such incentive may be conflicting with the company's obligation to assess the appropriateness of each prospective client. Such appropriateness assessment will</p>	<ul style="list-style-type: none"> <li>• The scoring methodology for the assessment of appropriateness was conducted following consultation meetings with all stakeholders within the Company under the direction of the Compliance Department so as for us to be in a position to reasonably determine whether complex Financial Instruments such as the CFDs are appropriate for the client to invest in.</li> </ul>

<p>determine whether a client is appropriate to use the company's services and is conducted at the onboarding stage.</p>	<ul style="list-style-type: none"> <li>• Checks are performed on an on-going basis to ensure the system reflects the correct scoring and applies all rules set by Finalto eu .</li> <li>• The Compliance Department performs sample reviews for each of Finalto eu's Appropriateness categories (Experienced, Less Experienced, Inexperienced) to evaluate whether the client' categorization following the appropriateness scoring is in line with the latest scoring rules of Finalto EU .</li> <li>• The assessment is performed in an automated way, thus Finalto EU and its employees are not able to manually interfere in the process.</li> <li>• On an ongoing basis and at least annually the Company performs an analysis and review of its appropriateness assessment and scoring methodology to determine its adequacy.</li> </ul>
<p>A potential conflict of interest that may impact the client is how Finalto eu onboards new clients. It is in Finalto EU commercial interest to increase the client base, which drives revenue and growth, and the number of clients onboarded is a key metric for how Finalto eu measure performance. However, onboarding a client may not always be in the client's best interest.</p> <p>Furthermore, Finalto eu is an order-execution only dealer which means that the Company does not provide a suitability review of any trades requested by the clients, while the products offered are complex and high risk, and may not be appropriate for everyone.</p>	<ul style="list-style-type: none"> <li>• As part of the account application, applicants provide various background information that allows the Company to assess their appropriateness to maintain an account both in terms of understanding the associated risks and ability to financially withstand the risks.</li> <li>• The appropriateness assessment is dictated by the Compliance department, the assessment is performed automatically by the system and not manually by Firm employees to ensure it is performed in accordance with the system methodology and remove any element of manual interference.</li> <li>• The Firm further includes, under the guidance of the Compliance department, checks around the Firm's target market rejecting any customers found not to have the profile or risk appetite to trade in CFDs/Spread bets.</li> <li>• The Company clearly informs clients of the risks associated with the Company's products, to ensure that the client understands the risks. This is accomplished through the use of prominent risk warning disclaimers and disclosures across the website and promotional materials.</li> <li>• If the client would like to receive advice in respect of the suitability of that trade to his personal circumstances, then the client should deal with a full-service investment advisor that offers a suitability review of each trade.</li> </ul>
<p>The way in which Finalto EU remunerates or offers financial incentives to the employees could conflict with their duty to act in the best interests of clients. For example, employees in the dealing department may be incentivised to not act in the best interest of the clients when executing their trades and setting execution parameters to maximise their remuneration.</p>	<ul style="list-style-type: none"> <li>• No employees of the dealing department receive any form of commissions and there is no formula to calculate any annual discretionary bonus to firm profitability. Same for any third parties referring customers to the Firm, receive one off fixed payment for the referral to remove any incentivisation to act in a misleading or inappropriate way such as offering investment advice.</li> <li>• All client communication is recorded and monitored to ensure that interactions are fair, clear and not misleading. Particularly, monitoring is in place to ensure to inappropriate or unauthorised contact and that no unauthorised investment advice or misleading information were provided. Furthermore, disclosures are published on the website, and all staff are bound by our Code of Conduct.</li> </ul>

\*Note that the above are only indicative areas of potential conflicts of interest.

## 7. ASSESSMENT OF THE QUALITY OF EXECUTION

Finalto EU reviews its Order Execution Policy (the “**Policy**”) annually and whenever a material change occurs that affects Finalto EU’s ability to obtain the best possible result for the execution of client orders.

The Company has procedures and processes in place to analyse the quality of execution and monitor best execution. Finalto EU regularly reviews the overall quality of its order execution and of the published prices in underlying Financial Instruments provided by third party data vendor sources to ensure the continuous achievement of the objectives of this Document. Furthermore, the Compliance department and Internal Audit, perform additional independent reviews of the above processes.

Finalto EU will amend its processes and procedures as well as the Policy on the basis of such reviews if it considers it to be necessary. Any new policy will be made available on our website and will be in force as from the date of its publication. Whenever we introduce a material change to the terms of the Order Execution Policy (i.e. changes that affect your rights and obligations under the Agreement and the Policy), we will endeavor to notify you of such changes prior to the same taking effect. For the avoidance of doubt, changes to the trading terms including changes to our Spreads, leverage ratios, overnight or other fees and charges, CFD expiration period and other CFD product features shall not be deemed material for the purposes of this Policy.

## 8. INFORMATION ON THE TOP FIVE EXECUTION VENUES

Under the Regulations, the Company shall publish the top five execution venues in terms of trading volumes for all executed client orders. As mentioned herein above, the Company acts as Principal on the client’s behalf at all times and therefore is the sole Execution Venue for all its clients’ orders.

Furthermore, we shall publish this information for Retail and Professional clients, as defined in our Client Categorization Policy, in separate tables.

### 8.1. Definitions

For the purposes of this Regulation, the following definitions shall apply:

- (a) ‘**passive order**’ means an order entered into the order book that provided liquidity;
- (b) ‘**aggressive order**’ means an order entered into the order book that took liquidity;
- (c) ‘**directed order**’ means an order where a specific execution venue was specified by the client prior to the execution of the order

We note that, the Company does not execute passive, aggressive or directed orders in respect to CFDs. All orders are treated as market orders in which the execution might be at a price significantly different from the prevailing market price when the order was entered or from the price specified in a pending order.

It should also be noted that, as per ESMA, where firms provide both the services of order execution and reception and transmission of orders, they will need to provide two separate reports in relation to these services. It is important that these reports are distinct so that, investment firms disclose on one hand the top five execution venues and on the other hand the top five entities (brokers) to which client orders were routed during the relevant period.

Instrument Sub Class	Broker (Order reception and transmission)	Venue (Order execution)
Contracts for difference	Finalto Financial Services (FFS)	CFD on Shares CFD on Futures CFD on FX CFD on Cash Indices CFD on Commodities CFD on Cryptocurrencies CFD on Exchange Traded Funds (ETFs)