



Gemini Capital

GEMINI CAPITAL LLC

Best Execution Policy

This Best Execution Policy (summarizes the process of how Gemini Capital LLC takes steps to achieve the best possible result (for “best execution”) for its Clients, when executing Client’s order by receiving and transmitting Client’s order for execution on the trading venues.



I. INTRODUCTION

- 1.1. This Best Execution Policy (“Policy”) summarizes the process of how Gemini Capital LLC. (“GC” or “ the Firm”), takes steps to achieve the best possible result (‘Best Execution’) for its Clients, when executing Clients’ orders by receiving and transmitting Client’s orders for execution on the trading venues. GC is a company duly incorporated in St. Vincent & The Grenadines and registered by the Financial Services Authority (‘FSA’) under Number 228 LLC 2019. Our registered address is located at Hinds Building, Kingstown, Saint Vincent & The Grenadines. This Policy should be read in conjunction with the terms of Client Agreement.
- 1.2. The regulation that applies to the firm and which relates to achieving the best possible result on behalf of our Clients when transmitting orders to our liquidity providers for execution, is the Financial Services Authority.
- 1.3. This Policy forms part of our Client Agreement (which is also available on our website). Therefore, by entering into an agreement with GC, you are also agreeing to the terms of this Policy.

2. OVERVIEW

- 2.1. Orders are executed exclusively via a bilateral transaction with us. We are the counterparty to all transactions and we will act as principal and not as agent on your behalf. All transactions will be entered into on a principal-to-principal and non-advised basis.
- 2.2. Your order will be created on GC’s MT4 trading platform. When providing a brokerage service to you in relation to financial securities (as set out in Annex 1), GC will take reasonable steps to achieve the best overall trading result for you. This means that the Firm will aim to provide “best execution” subject to and taking into account the nature of your orders, your order size, speed and likelihood of execution of settlement, the prices available to the Firm in the market, the nature of the market in question and a reasonable assessment of the sometimes overlapping and conflicting execution factors (which are detailed in section 9).
- 2.3. GC’s intention is, so far as possible, to exercise consistent standards and operate the same processes across all markets, Clients and financial instruments in which GC operates.
- 2.4. GC also intends to provide you and other market participants with access to (where possible) tradable prices on a non-discriminatory basis. However, the diversity in those markets and instruments, and the kind of orders that you may place, mean that different factors will have to be taken into account in relation to any particular transaction.

3. ORDER EXECUTION

- 3.1. You will enter into transactions with us as principal unless otherwise agreed in writing by us and as already stated, GC is the counterparty to all transactions executed using the services. Transactions are performed by us on the receipt of instructions from you and on an ‘execution-only’ basis.



- 3.2. Subject to an underlying market being closed or suspended, within normal market hours we make such prices available for transactions within defined transaction size parameters and outside those parameters as we may determine from time to time (where our Clients are so permitted with reference to the terms and conditions).
- 3.3. At our sole discretion, we may choose to execute a transaction on our own account to reflect any particular or residual Market position accruing as a result of your trading. Even where such a transaction may be related to your particular trade, at no time will we be acting as your agent or owe you a fiduciary duty over and above the specific regulatory obligations placed upon us or as may be otherwise contracted between us.
- 3.4. In providing you with financial products and services, we, as your counterparty, act as a principal only and represent the sole execution venue to which you have access and only at a price set by us. Orders are executed on an 'over the counter' (OTC) basis rather than on an exchange or other regulated market.

4. CLIENTS

- 4.1. GC deals with Retail Clients, Sophisticated Investors and Professional Clients as described by the guidelines of the Financial Services Authority.
- 4.2. Our best execution practice applies to retail Clients. With regard to Professional Clients GC applies the following four-fold cumulative test, from the starting point of Professional Clients not relying on GC to achieve best execution, to determine whether we owe best execution duty:
 - 4.2.1. Which party initiates the transaction;
 - 4.2.2. Market practice and convention to 'shop around';
 - 4.2.3. Relative levels of price transparency within the relevant market; and
 - 4.2.4. Information provided by GC and any agreement reached.
- 4.3. GC always intends to handle orders and expressions of interest in an equitable and consistent manner, once a Client is classified, for the purposes of a particular instrument, that Client may not then elect to be re-classified for the purposes of one transaction of a type it customarily undertakes.
- 4.4. Exceptional circumstances may be taken into account at the time, with the consent of GC (please note GC may decline to provide a service should a reclassification be requested).

5. EXECUTION VENUES

- 5.1. GC receives price feeds from liquidity providers. Having multiple liquidity providers is important especially during abnormal market conditions, such as at times of extreme volatility as the firm is still able to provide its Clients with competitive prices. GC has elected to appoint various liquidity providers. They are also our technology providers.
- 5.2. GC has identified liquidity providers which it believes offer the best prospects for achieving the best possible results for you, taking into account the execution factors detailed below. One of our liquidity providers has common shareholdings with GC, which has been identified to be a conflict of interest. However, this conflict is carefully



managed by GC through its best execution policy.

5.3. When selecting a liquidity provider, GC will take reasonable measures to ensure that the selection obtains the best possible trading result for its Clients. In selecting, GC has considered the Client categorizations already under the scope of venue and the following factors:

- 5.3.1. the nature of transactions that they undertake;
- 5.3.2. whether they are established firms;
- 5.3.3. whether they are authorized by a recognized regulatory body;
- 5.3.4. whether systems and measures are in place to manage, identify and mitigate any potential risks;
- 5.3.5. their reputation in the market;
- 5.3.6. their financial standing and credit rating;
- 5.3.7. the quality of their compliance and risk management policies and processes;
- 5.3.8. proven track record in the relevant (OTC, regulated or MTF) market;
- 5.3.9. are compliant and have not had any relevant regulatory filings against them; and
- 5.3.10. have completed a due diligence questionnaire and provided necessary due diligence records and verification documentation.

5.4. Selection criteria is also subject to the following factors:

- 5.4.1. In the markets in which GC operates, GC can give Clients visibility to only the prices that have been communicated to the firm by the liquidity providers;
- 5.4.2. GC will be able to provide the Bid and Ask prices (via the platforms and subject to the other matters referred to below);
- 5.4.3. Time availability of prices and where there has been latency of price feeds – in many markets there are lulls and spikes in trading as negotiations align trading interests at different times and different parts of the curve, accordingly the last price may not always be available or act as a reliable indicator of current price;
- 5.4.4. The steps taken by the liquidity providers to ensure prices offered are met and under what circumstances (if any) there has been failure.
- 5.4.5. The proportion of trades that are executed at the bid/offer quoted and how they measure this.
- 5.4.6. How the firm assesses whether it provides sufficient liquidity for each instrument.
- 5.4.7. GC cannot allow Clients to trade in a market unless it is reasonably satisfied that the Client's trade orders will be capable of being executed.
- 5.4.8. Fees may vary between Clients, based on agreements and levels of activity.

6. EXECUTION FACTORS

6.1. The liquidity providers will exercise their own discretion in determining the factors that they need to take into account for the purpose of providing you with the best possible result.

6.2. These execution factors in the markets in which GC operates have been listed and will include, but are not restricted to;

6.3. Price and costs of execution:



Prices and cost of execution are given very high importance in relation to the operation of our Platforms and the execution of your orders.

- 6.3.1. The automated system will seek out the best overall outcome for the transaction. The firm's price for a given CFD is derived through reference to the price of the relevant underlying financial instrument, which the firm obtains from its third-party liquidity providers, so that at any point in time the prices are accurate and competitive. To this price may be added GC's spread and fees so the price may differ from the exchange or Market Makers quotes on the underlying instrument, however GC will seek out the best possible price on the Underlying Asset.
- 6.3.2. The firm will not quote any price outside the market's operation time. The prices generated electronically on our platforms are provided by our liquidity providers who aggregate and provide the market data, consequently the prices you may see on our trading platforms might not be the same as the prices you see on platforms available in the market. GC shall determine, at its discretion the prices that are executable and appear through the trading platforms. The Client accepts that he/she shall disregard any bid/or ask prices quoted by a financial product provider other than GC.
- 6.3.3. Our platforms will generate prices continuously but there may be instances where this may not be possible. Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the trading Platforms do not accurately reflect the Market rates. For example, technical difficulties could be encountered in connection with the trading Platforms which could involve instances of poor telecommunication/internet connectivity, system errors, system outages, malfunction, software erosion, hardware damage, severe volatility and/or illiquidity and/or other factors. There are also other factors that may affect the price of the CFD's underlying financial instruments/products from which the firm derives its prices. Such difficulties could lead to possible economic and/or data loss.
- 6.3.4. The above technical difficulties may also cause prices to change between the time an order is placed and the time the order is executed. In general, if such a change occurs, the order will be executed depending on the trading platform and account type specifications.
- 6.3.5. GC further reserves the right, in its sole discretion to unwind an executed trade or adjust the price of executed trades (including trades that have been confirmed or settled) to a fair Market price if the trade was mispriced because of technical difficulties with the trading Platforms.
- 6.3.6. It should be noted that the price at which a trade is executed may vary significantly from the original requested price during abnormal market conditions, this may occur for example during the following scenarios:
- i. During market opening;



- ii. During significant news or political events such as elections;
- iii. During volatile markets where the prices may move significantly up or down and away from declared price;
- iv. Where there is rapid price movement, if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is required to be suspended or restricted;
- v. If there is insufficient liquidity for the execution of the specific volume at the declared price.

6.3.7. Where a “Manifest Error” has occurred, which means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official price source on which we have relied in connection with any transaction, having regard to the current market conditions at the time an order was placed as determined by us. When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant Market conditions and any error in, or lack of clarity of, any information source or announcement.

6.3.8. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an order placed with us (or that you have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error.

6.3.9. In respect of any Manifest Error, we may (but will not be obliged to):

- a) Amend the details of each affected transaction to reflect what we in our sole and absolute discretion consider to be the correct or fair terms of such transaction absent such Manifest Error; or
- b) Declare any or all affected Transactions void, in which case all such transactions will be deemed not to have been entered into.

6.3.10. It must be noted that GC will not be liable to you for any loss (including any incidental, indirect or consequential loss) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected transaction, except to the extent that such Manifest Error resulted from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment

6.3.11. It is possible for price slippage to occur if at the time of your order the specific price requested is not available and therefore the order will be executed close to or a number of pips away from the requested price. For further details please see section 6 below.

6.3.12. GC is determined and strived to always provide the best possible price to its Clients irrespective of the order type and makes every effort and necessary arrangement to do so.



7. Likelihood and speed of execution

The likelihood and speed of execution are given very high importance in relation to the operation of our Platforms and the execution of your orders.

- 7.1. Through the use of our automated trading platforms, orders will be executed automatically and promptly. It is possible for price slippage to occur (please refer to section 6 for more details).
- 7.2. The firm relies on third party liquidity providers for prices and available volume, therefore execution of Clients' orders will depend on the pricing and available liquidity of the liquidity providers.
- 7.3. When a Client places an order, the order is transmitted without manual intervention by the firm. There may be rare and exceptional circumstances beyond our control, for example power cuts or failures or network connection or electricity failures, which may lead to the requirement for manual intervention by the firm. We believe this to be an unlikely and rare event. However, this is further explained in the Client Agreement.
- 7.4. GC reserves the right to decline any verbal instruction in cases where its telephone recording system is not operational, or in cases where we are not satisfied with your identity, or in cases where the transaction is complicated or in cases where the quality of the line is poor. We further reserve the right to ask you to give instructions regarding your transactions by other means that we deem to be appropriate.
- 7.5. GC bears no responsibility for any loss that arise as a result of delayed or unreceived communication sent to Clients.



8. Size, nature and characteristic of the order

The size, nature and characteristic of the order are given very high importance in relation to the operation of our Platforms and the execution of your orders.

- 8.1. A typical transaction consists of a currency trade in one lot or less, hence will be highly liquid. Some liquidity providers will not cover all instruments and in some cases the nature of the order will determine the selection of liquidity provider.
- 8.2. GC reserves the right to place a cap on the number of trades and or limit on the total net position value per profile for a specific instrument. In such an event, the firm will undertake all possible efforts to notify Clients prior to such an event.
- 8.3. The Client should bear in mind that in terms of volume, financial instruments traded through the trading platforms, are measured in lots and the minimum volume of a trade is available on our website.

9. Characteristics of the Client

- 9.1. Our Client base will mainly be Retail Clients although we will also deal with Sophisticated and Professional Investors.
- 9.2. GC is aware that Retail Clients are afforded the highest protections and will place greater emphasis on any obligations owed to them.

10. Spread

The size, nature and characteristic of the order are given very high importance in relation to the operation of our Platforms and the execution of your orders.

- 10.1. GC applies balanced and consistent mark-ups to raw spreads (where applicable) to ensure our average spreads are highly competitive within the marketplace. During liquid trading hours (for example, the EU/US trading session) our spreads are lower (also referred to as “tighter”) compared to our average daily spread displayed on our website. GC can provide you with continuous (in milliseconds) price presentation of the flow of the bid/ask prices and combined with times of high liquidity, our prices are complemented such that your trades are able to be executed at the best available prices.
- 10.2. Details of our Spreads are provided on our website but most importantly on the MetTrader 4 platform. Though GC attempts to provide competitive spreads during all trading hours, Clients should note that these may vary and are susceptible to underlying market conditions.
- 10.3. Please note that the details provided on the spreads, which are available on our website, are for indicative purposes only. Clients are advised to check important news announcements and be aware of Client communications sent by GC alerting Clients to upcoming events that may have a potential impact on market volatility and liquidity



which may result in the widening of spreads, amongst other impacts.

11. Overnight/Swap ('financing') fee

11.1. In the case of overnight/swap fees, the value of opened positions in some types of financial instruments is increased or reduced by a daily financing fee 'swap' throughout the life of the trade. The financing fees are based on prevailing market interest rates, details of daily financing/overnight fees applied, are available on our website.

12. Currency Conversion

12.1. Any currency conversion calculations are provided by the firm to the Client in the currency in which the trading account is denominated and the currency of the relevant CFD, using the cross-spot rate. Example:

Client X has an Account that is denominated in EUR currency. Client X trades GBP/JPY (Base currency being GBP with variable currency being JPY). In this instance, the firm's trading platforms will always display the trade Profit & Loss in EUR, using the EUR/JPY 'live' rate from our trading platforms.

13. Likelihood of settlement

13.1. All the financial instruments offered on our trading Platforms do not involve any physical delivery of the underlying asset or assets. Therefore, no settlement occurs.

14. Price Slippage

14.1. The automated system will seek out the best overall outcome for the transaction and this is likely to be the most important execution factor to our Clients. On certain occasions at the time that an order is presented for execution, the specific price requested by 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. If the execution price is better than the price requested by the Client this is referred to as 'positive slippage'.

14.2. In contrast, if the execution 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 market practice and a regular feature of the foreign exchange and stock markets under certain conditions such as; illiquidity and volatility due to news announcements, economic events, market openings, market data latency or simply the speed of your internet connection this is not an exhaustive list.

14.3. You should be aware that when positive or negative price slippage occurs, in either event, price slippage will be passed to you.

15. Fees and Costs

15.1. GC does not charge different fees or costs depending on the liquidity providers used. However, liquidity providers may have different fees or costs which may be passed to you. The aggregate value of all fees, costs and any commission payments owed by you, the Client, are incorporated into the firms quoted price.

15.2. For some markets, you may be liable to pay commission charges for opening and closing trades however these costs will be disclosed to you whenever required.



16. Payment for Order Flow

16.1. GC does NOT receive 'Payment for Order Flow', meaning that we do not receive commission or fees for arranging transactions with market makers, thereby ensuring that there is no conflict created by fees in our execution arrangements.

17. Contracts for Difference (CFD)

17.1. GC recognizes that when closing out an open position, the Client must close out the contract with GC even if there is a better price elsewhere. The price that is quoted for a CFD product will be based on the price of the relevant underlying instrument. To this will be added GC's spread and fees so the price may differ from the exchange or market makers quotes on the underlying instrument. However, GC will seek out the best possible consideration on the underlying instrument.

18. Conflicts of Interest

18.1. GC recognizes that conflicts may exist between the interests of GC and its Clients. The platform on which orders are transmitted will display the best available price from one of our chosen liquidity providers that we have determined (based on a number of execution factors) to be suitable for certain market orders.

18.2. Although this may pose a conflict of interest, GC will take steps to manage, mitigate and avoid potential and actual conflicts. Internal systems are in place to ensure that otherwise comparable Client orders are carried out sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impractical or it is not in the best interests of the Client.

19. Monitoring and Review

19.1. GC will monitor the effectiveness of its order execution arrangements and best execution policy in order to identify and, where appropriate, incorporate any amendments to procedures.

19.2. GC will assess, on a regular basis, whether its liquidity providers provide for the best possible result for its Clients or whether GC needs to make changes to its execution arrangements.

19.3. GC will review its order execution arrangements and best execution policy at least annually or whenever a material change occurs that affects its ability to continue, to obtain the best possible result for the execution of Client orders on a consistent basis, using the venues included in its best execution policy.

19.4. GC will notify you of any material changes to its order execution arrangements or best execution policy as described above either by email or on the website.

20. No Fiduciary Relationship

20.1. GC's commitment to provide you with "best execution" does not mean that it owes you any fiduciary responsibilities over and above the specific regulatory obligations placed upon it or as may be otherwise contracted between GC and yourself.

20.2. You remain responsible for your own investment decisions and GC will not be responsible for any market trading loss you suffer as a result of those decisions.



21. Exemptions from the provision of Best Execution

21.1. Notwithstanding the intentions expressed above, GC does not undertake to provide “best execution” if you fall within any of the following exemption:

Client Instructions:

Where you provide GC with a specific instruction in relation to your order, or any particular aspect of your order, including an instruction for your trade to be executed on a particular venue, GC will execute the order in accordance with your instructions.

21.2. However, please note that in following your instructions, GC will be deemed to have taken all reasonable steps to provide the best possible result for you in respect of the order, or aspect of the order, covered by your specific instructions.



ANNEX 1

Financial Securities in accordance with the Financial Services Authority Act

1. Transferable securities.
2. Money-market instruments.
3. Units in collective investment undertakings.
4. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.
5. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
6. Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF.
7. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in 6 and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.
8. Derivative instruments for the transfer of credit risk.
9. Financial contracts for differences.
10. Futures are rights under a contract for the sale of a commodity or property of any other description under which delivery is to be made at a future date and at a price agreed upon when the contract is made, other than a contract made for commercial and not investment purposes.
11. Futures is a contract to be regarded as made for investment purposes if it is made or traded on a recognized securities exchange, or is made otherwise than on a recognized securities exchange but is expressed to be as traded on such an exchange or on the same terms as those on which an equivalent contract would be made on such an exchange.