PRIME DESK

MULTI-ASSET INSTITUTIONAL-GRADE BROKERAGE

Best Execution Policy

The Standard Prime Desk Ltd. Applies,
How It Is Measured and How It Is Evidenced

Company Registration Number 2026-00429
Saint Lucia International Business Company
Version 1.0 · Reference PD·LEG·06

READ WITH THE ORDER EXECUTION POLICY · PD·LEG·05

1 — The Commitment

1.1 What We Undertake

Prime Desk Ltd. undertakes to take **all sufficient steps** to obtain the best possible result for its clients when executing their orders, consistently and on every order, having regard to the execution factors and criteria set out in this Policy.

1.2 Relationship to the Order Execution Policy

Order Execution Policy · PD·LEG·05	Describes **how** orders are received, priced, routed, filled, rejected, and closed out. The mechanics.
Best Execution Policy · PD·LEG·06	Describes the **standard** those mechanics are held to, how execution quality is measured, how counterparties are selected and reviewed, and how we evidence the result to you. The obligation.

The two are read together. Where a mechanical question arises, PD·LEG·05 governs. Where a question arises about the quality of the result obtained, this Policy governs.

1.3 What Best Execution Is Not

a) It is not a guarantee that every individual order achieves the best price available anywhere in the market at that instant.

b) It is not a warranty against slippage, which is a feature of the market and not of the broker.

c) It is not an obligation owed where you give a specific instruction, to the extent of that instruction.

d) It is an obligation as to **process**, applied consistently and capable of being evidenced — which is what this Policy sets out.

2 — The Standard We Apply

2.1 Adopted Voluntarily

The Company is not authorised by a Tier-1 financial regulator and is not subject to a statutory best execution duty. It has adopted the substance of the standard applied in regulated markets because it considers that standard correct for a firm holding client funds and executing client orders.

THE PRACTICAL CONSEQUENCE

Because this obligation is contractual rather than statutory, it is enforceable against the Company as a term of the Client Agreement, but it is **not** supervised by a regulator and there is no statutory body to which you may escalate a best execution complaint. The remedies available to you are those set out in the Complaints Handling Policy and, ultimately, those in the Client Agreement.

2.2 Scope

This Policy applies to every client, every account type, and every instrument the Company offers. It applies to orders you place manually, through an Expert Advisor, and through FIX API.

3 — Criteria and Weighting

3.1 The Four Criteria

In deciding the relative importance of the execution factors listed in the Order Execution Policy, the Company has regard to four criteria.

01
The Client
Category assigned under the Client Categorisation Policy, and the account type held.

02
The Order
Type, size, direction, and any specific instruction attached to it.

03
The Instrument
Asset class, liquidity, volatility, and session at the moment of execution.

04
The Counterparty
Pricing, depth, latency, and reliability of the liquidity providers available.

3.2 Weighting by Client Category

CATEGORY	PRIMARY CONSIDERATION
Retail	**Total consideration** — price and all costs of execution combined — is given the highest priority in every case, save where another factor determines whether the order can be filled at all.
Professional	Total consideration remains the leading factor. Speed, likelihood of execution, and depth may be weighted more heavily where the client's order profile or a specific instruction indicates it.

3.3 Weighting by Instrument Class

CLASS	LEADING FACTORS	WHY
Forex majors	Price · Cost	Deep continuous liquidity; a fill is almost always available, so price dominates.
Forex minors & exotics	Price · Likelihood	Thinner books; the ability to fill at all becomes material.
Gold & metals	Price · Speed	High volatility and large contract value; delay translates directly into price movement.
Energies	Likelihood · Price	Episodic liquidity and abrupt moves around inventory and supply news.
Indices	Price · Speed	Session-driven; gapping between sessions raises the value of prompt execution.
Shares (CFD)	Likelihood · Price	Single-name liquidity is narrower and subject to corporate events.
Cryptocurrencies	Likelihood · Price	Liquidity can withdraw without warning, including at weekends.

3.4 Specific Instructions

Where you give a specific instruction, the Company follows it. To the extent of that instruction, the Company is discharged from this Policy, and you accept that your instruction may produce a result worse than the Company would otherwise have obtained. The Policy continues to apply to every element of the order your instruction does not cover.

4 — Execution Venues and Counterparties

4.1 The Single Venue

The Company is the sole execution venue for your orders. Every trade is entered into with the Company as principal. The Company in turn obtains pricing from, and may hedge with, third-party liquidity providers. Those providers are the Company's counterparties, not yours.

WHAT THIS MEANS FOR YOU

Because there is a single venue, best execution cannot be achieved by comparing venues. It is achieved by the quality of the liquidity the Company obtains, the discipline of the markup it applies, and the integrity of the routing rules. Those three things are the whole of the obligation, and they are what Sections 4 and 5 govern.

4.2 Approval of a Liquidity Provider

No liquidity provider is connected to production until it has been approved. Approval requires assessment of each of the following, documented and retained.

a) Quality, consistency, and stability of pricing, tested in both normal and stressed conditions.

b) Depth of book and capacity to absorb the Company's aggregate flow without material price impact.

c) Measured latency and fill rates over a test period, not the provider's own published figures.

d) Regulatory status, ownership, financial standing, and operational resilience.

e) Total cost of execution, including commission, financing, and any minimum charge.

f) Contractual terms, including the provider's own execution policy and its treatment of rejections.

4.3 Concentration

The Company seeks to avoid dependence on a single liquidity provider for any material instrument class. Where concentration is unavoidable — because the instrument, the volume, or the Company's own standing permits only one viable provider — that fact is recorded in the annual review together with the mitigation adopted.

4.4 Ongoing Assessment and Removal

Approved providers are assessed continuously against the metrics at Section 5. A provider whose performance falls below the thresholds published there is placed under review; flow may be reduced or suspended during that review; and a provider that does not return to standard is removed.

4.5 Inducements

The Company does not accept any payment, rebate, or non-monetary benefit from a liquidity provider in return for directing order flow to it. Provider selection is made on the criteria at Section 4.2 alone.

5 — Measuring Execution Quality

A commitment that is not measured is not a commitment. The Company measures the following and reviews them monthly.

METRIC	WHAT IT TESTS	STANDARD
Execution latency	Time from receipt of instruction to fill, measured at the server.	`Median monitored; outliers investigated`
Fill rate	Proportion of orders filled on first presentation.	`Reviewed monthly`
Rejection rate	Proportion rejected, and the reason code for each.	`Reviewed monthly`
Slippage symmetry	Distribution of positive against negative slippage across all filled orders.	`Must be broadly symmetrical`
Price competitiveness	The Company's quote against the aggregated provider book at the same timestamp.	`Markup must match the published figure`
Spread integrity	Realised spread against the figure published for the account type.	`Deviations investigated`
Provider performance	Each provider's latency, fill rate, and pricing, compared with the others.	`Ranked monthly`
Requote incidence	Where any account type operates under instant execution.	`Monitored`

5.1 Asymmetry Is a Defect

A persistent skew in the slippage distribution toward the Company's benefit is treated as a system defect, not as a commercial outcome. Where it is detected, the cause is identified, the configuration corrected, and the affected period reviewed for client impact.

5.2 Remediation

a) A breach of standard is recorded, investigated, and assigned an owner and a deadline.

b) Where clients were disadvantaged and the effect is quantifiable, the Company corrects the affected accounts.

c) Where the cause lies with a liquidity provider, flow is reduced or suspended pending resolution.

d) Material breaches are escalated to the Board.

5.3 Records

Order, quote, and execution records are retained for not less than **five (5) years** and are the definitive record of what occurred, as provided in the Order Execution Policy.

6 — Evidencing Best Execution to You

6.1 Your Right to Ask

You may ask the Company to demonstrate that a specific order was executed in accordance with this Policy. Write to **support@prime-desk.com** with the account number and the ticket number.

WE PROVIDE	DETAIL
Timestamps	Server time of receipt and server time of execution.
Price obtained	The fill price, and where filled in parts, each fill and the resulting average.
Reference price	The aggregated provider price at the same timestamp.
Costs applied	Markup, commission, and any swap applied to the trade.
Reason code	Where the order was rejected, requoted, or adjusted.

We respond within **ten (10) business days**. Where the enquiry concerns a period rather than a single order, we may extend that period and will tell you before the original period expires.

7 — Annual Disclosure

The Company publishes an annual execution quality summary at www.prime-desk.com setting out, for the preceding year: the liquidity providers used and their share of executed volume; measured execution quality against the metrics at Section 5; any material change in provider arrangements; and the outcome of the annual review.

8 — Conflicts and Governance

8.1 Conflicts

The Company acts as principal and therefore has an interest in the outcome of your trading. The controls applied — automated pricing and routing rules that do not read account identity or profitability, hedging decisions taken on aggregate exposure, and a prohibition on manual alteration of an individual client's execution terms — are set out in the Order Execution Policy and the Conflicts of Interest Policy.

8.2 Ownership

This Policy is owned by the Chief Risk Officer. Execution quality is reported to the Board monthly, and the Board reviews this Policy and the Company's liquidity arrangements at least annually and on any material change.

info@prime-desk.com

8.3 — Amendment

The current version of this Policy is published at www.prime-desk.com and identified by its version number and reference. Material changes take effect not less than seven (7) days after publication, except where an immediate change is required to protect clients or to comply with a counterparty requirement.

9 — Your Consent

CONSENT

By opening an account and placing an order, you consent to this Policy and to execution on the basis described in it, including execution outside a regulated market with the Company as principal.

Trading forex and CFDs is highly speculative and is not suitable for all investors. You may lose some or all of your capital. Nothing here guarantees a price, a fill, or an outcome. · support@prime-desk.com · complaints@prime-desk.com · Prime Desk Ltd., Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia LC01 401