

**Orca App Ltd**  
**Order Handling Policy**

**Version 1.0**  
**Last updated 01 September 2021**



**Introduction**

Orca App Limited (“we”, “us”, “Orca”) is a company registered in England and Wales (company number 12376651). Orca App Ltd is an appointed representative of RiskSave Technologies Ltd which is authorised and regulated by the Financial Conduct Authority (FRN: 775330).

**Background**

Orca is an investment mobile app that offers the ability to buy and sell stocks and ETFs, research investments, track portfolio, and easily enter orders to buy or sell.

**1. Purpose**

The purpose of this Order Handling Policy (the “Policy”) is to describe how the orders you submit to us are handled and how you receive best execution. Providing best execution is a regulatory obligation; it takes into account the nature of a particular order, the prices available, the execution venues available, and a reasonable assessment of relevant execution factors when we:

- Receipt and transmit your orders to other entities for execution.

This means that Orca does not directly face or place orders with third-party brokers but shall instead transmit your orders for further execution to them.

**2. Order handling**

Through Orca mobile app users can enter in orders regarding the stocks listed on the London Stock Exchange via our Third Party Broker - Winterflood Securities Limited, company number 02242204, registered office address: the Atrium Building, Cannon Bridge, 25 Dowgate, London, EC4R 2GA. The Winterflood Securities Limited is an FCA regulated firm with reference number 141455 who is authorised for safeguarding and administration assets in relation to investments.

The price used for the order is the most recently received from the London Stock Exchange.

Once the execution happens the order is reflected on the respective Product Provider's books for portfolio management purposes.

No other orders are provided.

### **3. Execution services**

We receive and transmit Orders via our mobile app. These Orders are transmitted onwards and then executed as follows:

**Execution via Third Party Broker** – We will primarily transmit an Order to be executed by the third-party broker unless instructed otherwise or where prevailing market conditions prevent us from doing so.

We shall not act in any other capacity and the transaction which arises shall be between you and Third Party Broker to execute your Order.

All Orders will be executed in accordance with the Winterflood's best execution policy <https://www.winterfloodbusinessservices.com/sites/default/files/documentation/WBS%20Order%20Execution%20Summary%202020.pdf>.

### **4. Specific instructions**

Where a Customer provides specific instructions to us, we will transmit an Order in accordance with those instructions. These specific instructions may prevent us from acting in accordance with this Policy, which is designed to ensure Orders are handled and executed in a Customer's best interests.

Where we received specific instructions, those instructions shall be deemed to constitute the best execution (to the extent best execution is applicable). Where those instructions only relate to some aspects of an Order, we will comply with this Policy in relation to the other aspects.

#### **Best execution**

We have a regulatory obligation to provide the best execution when transmitting Orders for execution. This means that we will aim to ensure the best execution, taking into account the nature of a particular order, the prices available, and a reasonable assessment of the relevant execution factors (see below).

#### **Transmitting Orders to the Third Party Broker**

We have chosen to primarily transmit Orders to the Third Party Broker as it has been able to demonstrate that it can consistently achieve the best execution results for Customers. In

particular, we have confirmed the Third Party Broker has the necessary expertise in relation to the Instruments to deliver outcomes at least as good as can be obtained by transmitting Orders to other third party brokers. As part of our terms and conditions, you will have accepted the terms of the Third Party Broker.

The Third Party Broker is therefore also under an obligation of best execution and is required to publish information on its execution practices and venues which it selects for executing transactions.

The Third Party Broker maintains a system in order to provide fractional share trading and listed securities arrangements that ensure that it shall provide the best execution for Customers and/or provide benefits with respect to price in circumstances where the Third Party Broker acts both as agent and principal to fill an Order.

Further details of the best execution policy for the Third Party Broker may be obtained directly from the Third Party Broker or supplied by us upon request.

For the avoidance of doubt, we are deemed to have provided the best execution where it is receiving and transmitting an Order for execution pursuant to a specific instruction provided by a Customer (see Section 4 above for details).

## **5. Policy review**

This Policy may change from time to time. This Policy and the respective arrangements will be reviewed at least annually, including an assessment of the execution venues used, or whenever a material change occurs that affects our ability to obtain the best result for the execution of your Orders. The latest version of this Policy is always available on our website: <https://orca.app/>.

## **6. Reporting**

Annually we will publish data relating to the Third Party Broker, the quality of execution, and any other relevant FCA Rules.

The report on the quality of execution shall be available on our website: <https://orca.app/>.

## **7. Inducements**

We shall not structure or charge our commissions in such a way as to discriminate unfairly between third party broker(s). We shall not receive any third-party payments that do not comply with MiFID II and shall inform Customers about the inducements that the firm may receive from execution venues in accordance with applicable law.

For further details, please see the Orca Conflicts of Interest policy that is available on our website: <https://orca.app/>.

## **8. Consent**

Customers are deemed to consent to this Policy when they agree to the Orca Terms of Use.

## **9. Responsibilities**

Where applicable, our duty to provide the Customer with the best execution does not imply that we owe the Customer any fiduciary responsibilities over and above the specific regulatory obligations placed upon it or as may be otherwise contracted between Orca and the Customer. The Customer remains responsible for its investment decisions, and we will not be responsible for any market trading loss the Customer may suffer as a result of those decisions.

## **10. Further questions**

Should you have any further questions about our order handling or best execution, you can contact us at [hello@getorca.app](mailto:hello@getorca.app) or via chat function through our mobile application.