



# MeritKapital UK

**ORDER EXECUTION POLICY**

**OF**

**MERITKAPITAL UK LIMITED**

## 1. INTRODUCTION

1.1 This Policy summarises the general basis on which MeritKapital UK Limited (we refer to ourselves in this Policy as “we” or “us”) will provide “best execution” when required by the European Union’s Markets in Financial Instruments Directive 2 (known as “MiFID II”) and by the rules, guidance, principles and codes in the Handbook of Rules and Guidance issued by the UK Financial Conduct Authority or any successor regulatory body or bodies (the “FCA”).

1.2 MeritKapital UK Limited (hereinafter “MKUK” or the “Company”) and its employees, will adhere to with reference to the execution, allocation and aggregation of Client Orders and transactions and the management of Client Orders.

1.3 This Policy is an integral part of the Terms of Business. This Policy is available to the Clients or Potential Clients on the Company’s website ([www.meritkapital.co.uk](http://www.meritkapital.co.uk)). Any changes to the Policy shall be made in accordance with the procedure stipulated in the Terms and Conditions.

1.3 The Policy is divided into seven sections:

- Scope and Purpose
- Achieving Best Execution
- Compliance with Client Instructions
- Choosing an Execution Venue
- Updating the Policy
- Consenting to the Policy
- Contact Details

## 2. SCOPE AND PURPOSE

2.1 We recognise the importance of achieving the best possible result when executing trades for you and are required to take all sufficient steps to do so. This is important for maintaining and developing our relationship with you. We strive at all times to act fairly and reasonably in dealing with you. In certain cases where we are providing order execution services to our clients, we are required under MiFID II and applicable FCA rules to establish and comply with a policy on best execution. The purpose of this Policy is to set out this obligation to you in a clear and concise manner.

2.2 This Policy applies to Professional Clients but is not applicable to Eligible Counterparties.

2.3 The Policy applies where we act on your behalf in the execution of orders in relation to any financial instrument which is regulated under MiFID II, and we agree to provide the best price or other terms for you in the market.

2.4 The Policy will not apply when we are not executing an order on your behalf, for example where or to the extent:

- 2.4.1 we transact with you as principal on the basis of a published quote;

- 2.4.2 we transact with you as counterparty for our own account;
  - 2.4.3 we are following your specific instructions to execute your order in a particular manner or at a particular price; and
  - 2.4.4 we are following your specific instructions to execute a specific part or aspect of an order.
- 2.5 The financial instruments regulated under MiFID II include most types of financial instruments, but do not include spot foreign currency exchange transactions; and spot commodity derivative transactions.
- 2.6 The Policy applies to all transactions we arrange or execute on your behalf, whether arranged or executed through affiliated companies or otherwise.
- 2.7 This Policy will be provided to prospective Professional Clients and their consent to this Policy will be obtained prior to the commencement of the business relationship between MKUK and the Client.
- 2.8 All the changes to this Policy are communicated to the Clients in a timely manner and respective acknowledgement is obtained.
- 2.9 A review of this Policy and arrangements shall be carried out on an annual basis or if there is an alteration in regulation and policy, to ensure best possible results for the MKUK Clients.

### 3. ACHIEVING BEST EXECUTION

- 3.1 “Best execution” means:
- 3.1.1 That we have established this Policy that is designed to achieve the best possible result (taking into account all relevant factors described below) across all orders on a consistent basis, for any financial instrument covered by MiFID II when placing the orders for execution with execution venues identified in this Policy.
  - 3.1.2 That we are committed to comply with the Policy.
  - 3.1.3 That we will take steps to monitor, review and update the Policy to ensure that it continues to achieve such results.
- Complying with our best execution obligations under MiFID II does not involve a transaction by transaction analysis. Instead, we are required to take all reasonable steps to obtain the best result overall when executing orders on your behalf having regard to the execution factors set out in MiFID II and the applicable FCA rules.
- 3.2 In achieving best execution, we take into account a number of factors (unless otherwise instructed by you). These include:
- 3.2.1 price;
  - 3.2.2 costs;
  - 3.2.3 speed;
  - 3.2.4 likelihood of execution and settlement (liquidity);
  - 3.2.5 size;
  - 3.2.6 nature;
  - 3.2.7 type and characteristics of financial instrument;
  - 3.2.8 characteristics of the possible execution venues; and
  - 3.2.9 any other consideration relevant to the execution of the order.

3.3 While total consideration (price and costs) are generally key factors, the overall value to you of a particular transaction may be affected by the other factors listed above. We may conclude that factors other than price and costs are more important in achieving the best possible result for you. The relative importance of each of the factors will differ depending on:

- 3.3.1 your categorisation as a Professional client; any special objectives you may have in relation to the execution of the order;
- 3.3.2 the characteristics of your order;
- 3.3.3 the characteristics of the financial instruments to which your order relates; and
- 3.3.4 the characteristics of the venues (if there is more than one) to which your order may be directed.

3.4 We will generally pass your order on to a third party (which may be a broker and/or an affiliated company) to execute your order.

3.5 We may pass an order to a non-affiliated third party broker or dealer to execute your order. In respect of such cases, we will have internal processes and procedures in place to review periodically our choice of third party brokers and dealers to determine that, taking into account all the factors specified above, the third party broker or dealer is providing the best results for your orders on a consistent basis. In making this determination we will have regard to:

- 3.5.1 prices offered for the particular type of instrument over time;
- 3.5.2 average costs per trade charged for the type of trade over time;
- 3.5.3 the best execution policy of, and any other guidance issued by, the relevant broker or dealer from time to time.

## 4. COMPLIANCE WITH CLIENT INSTRUCTIONS

4.1 Where we have accepted your instructions with respect to the execution of your order, whether or not we have given you advice on any aspect of it, we will follow those instructions to the extent it is possible for us to do so.

4.2 The Policy will not apply where we accept and follow your specific instructions when executing an order or a specific part of an order, although the Policy may apply to other aspects of the order to the extent that they are not covered by your instructions. For example:

- 4.2.1 Where you instruct us to execute an order for you at a particular price (for example, an instruction to subscribe for units in a fund, structured product or other securities at a specific price we will execute the order as a specific price we have quoted to you;
- 4.2.2 Where you instruct us to execute your order on a particular venue, we will not be responsible for selecting the venue.
- 4.2.3 Where you instruct us to execute your order at a particular time or over a particular period, regardless of the price available, we will endeavour to execute your order at that time or over that period in the best possible manner but will not be responsible for the timing or any of the consequences for price or other factors that results from the timing of execution.

## 5. EXECUTION VENUES

5.1 For the purposes of MiFID II, a “venue” includes an exchange, a multilateral trading facility and a broker. Unless we agree with you otherwise we will use a selection of venues that will be reviewed periodically.

5.2 MK is able to transact trades on any of the following execution venues:

5.2.1 For OTC products:

5.2.1.1 MK's OTC Counterparties base (including Systematic Internaliser);

5.2.1.2 MTFs or OTFs

5.2.2 For exchange-traded products, various Stock Exchanges to which MK has an access to indirectly through their brokers.

5.3 For OTC products, MK takes into consideration the liquidity, quotes level and likelihood of execution and settlement. The Company does not commit to trade on a single Execution Venue and will select the Counterparty for each Order separately in accordance with this Policy.

5.4 For exchange-traded products, the default venue choice is the regulated exchange due to the highest transparency, most competitive pricing and better liquidity. For such instruments execution will be done on one of the following Regulated Markets using a third-party participant with whom MK has entered into an agreement for handling Client Orders:

<b>Country</b>	<b>Stock Exchange</b>
Australia	Australian Securities Exchange (ASX)
Austria	Wiener Börse
Belgium	Brussels Stock Exchange (BSE)
Canada	Toronto Stock Exchange (TMX)
Canada	Canada National Exchange
China	Shanghai Stock Exchange (SSE)
China	Shenzhen Stock Exchange (SZSE)
Cyprus	Cyprus Stock Exchange (CSE)
Czech Republic	Prague Stock Exchange (PSE)
Denmark	Copenhagen Stock Exchange (KFX)
Egypt	Egyptian Exchange (EGX)
Estonia	Tallinn Stock Exchange (TSE)
Finland	Helsinki Stock Exchange (HEX)
France	Euronext Paris
Germany	Deutsche Börse

Greece	Athens Stock Exchange (ASE)
Hong Kong	Hong Kong Stock Exchange (HKXE)
Hungary	Budapest Stock Exchange (BSE)
Iceland	NASDAQ OMX Iceland (ICEX)
Indonesia	Indonesia Stock Exchange (IDX)
Ireland	Irish Stock Exchange (ISE)
Israel	Tel-Aviv Stock Exchange (TASE)
Italy	Borsa Italiana
Japan	Tokyo Stock Exchange
Latvia	OMX Baltic Exchange - Riga (RSE)
Lithuania	OMX Baltic Exchange - Vilnius (VSE)
Luxembourg	Luxembourg Stock Exchange (LUX)
Malaysia	Malaysia Exchange (KLSE)
Netherlands	Euronext - Amsterdam
New Zealand	New Zealand Exchange (NZX)
Norway	Oslo Stock Exchange (OSL)
Philippines	Philippine Stock Exchange (PSE)
Poland	Warsaw Stock Exchange (WSE)
Portugal	Euronext - Lisbon
Romania	Bucharest Stock Exchange (BSE)
Russia	Russian Trading System (RTS)
Russia	Moscow Interbank Currency Exchange (MICEX)
Singapore	Singapore Exchange (SGX)
South Africa	Johannesburg Stock Exchange (JSE)
Spain	Barcelona Stock Exchange (BAR)
Spain	Madrid Stock Exchange (MCE)
Sweden	OMX Nordic Exchange - Stockholm
Switzerland	Berne eXchange (BX)
Switzerland	SIX Swiss Exchange (VTX)
Taiwan	GreTai Securities Market
Thailand	Stock Exchange of Thailand (SET)
Turkey	Istanbul Stock Exchange (ISE)

UK	London Stock Exchange (LSE)
US	American Stock Exchange (AMEX)
US	NASDAQ
US	Chicago Stock Exchange
US	New York Stock Exchange

**The list of execution venues on which MK may execute a Client Order is set out above, but it is not exhaustive. It includes those venues on which MK places significant reliance in its aim to obtain on a consistent basis the best possible result for the execution of Client Orders.**

5.5 Where your order is executed through third-party brokers, we will review periodically the brokers that we use, taking into account the factors we describe below for determining the entities with which the orders are placed or to which we transmit orders for execution in order to ensure that the broker or brokers that we use are providing best execution taking into account all orders executed during the review period.

5.6 Where it appears in a particular case that better execution is available from a broker that we do not ordinarily use, we may use such other broker on a case-by-case basis.

5.7 Factors that we consider in selecting the entities with which your orders are placed or to which we transmit your orders for execution in respect of a particular financial instrument include:

- 5.7.1 general prices available;
- 5.7.2 depth of liquidity;
- 5.7.3 relative volatility in the market;
- 5.7.4 speed of execution;
- 5.7.5 cost of execution;
- 5.7.6 creditworthiness of the counterparties on the venue or the central counterparty; and
- 5.7.7 quality and cost of clearing and settlement.

5.8 The above factors may vary in between our choices of venue as in some markets price volatility may mean that timeliness of execution is a priority. In other markets that have low liquidity, the fact of execution may itself constitute best execution.

5.9 In other cases, our choice of venue may be limited because of the nature of your order or your requirements. For example, when investment products are more illiquid, there may be little (or no) choice of venue.

5.10 We will review annually the venues we use to execute your orders.

5.11 In instances where we have a choice of venues in respect of a particular order, we will take into account factors such as cost and benefits of accessing multiple venues and accessibility in deciding which venues we use. In some circumstances we may have access to more than one venue for executing an order in a particular financial instrument. In

such cases, we will endeavour to choose the best venue for the order taking into account the factors applicable to choosing venues.

## 6. UPDATING THE POLICY

- 6.1 We will update the Policy periodically to take into account changes as and when appropriate.
- 6.2 We will post the most recent version of the Policy on our Company's website, <https://www.meritkapital.co.uk/>. If you would like to receive a copy of the most recent Policy, however, please contact send an email to [compliance@meritkapital.co.uk](mailto:compliance@meritkapital.co.uk).

## 7. CONSENTING TO THE POLICY

7.1 We are required to obtain your prior express consent before we execute orders in instruments admitted to trading on regulated markets or multilateral trading facilities away from a regulated market or multilateral trading facility.

7.2 We would be grateful if you could provide such consent by notifying your usual MKUK contact or returning the accompanying consent notification form to [compliance@meritkapital.co.uk](mailto:compliance@meritkapital.co.uk).

7.3 The consent form can be found in Schedule I.

## 8. DISCLAIMER

8.1 This Policy does not constitute legal advice.

8.2 All Clients, prior to entering into any of the abovementioned transactions, are advised to ensure that they have made an independent assessment concerning the transaction(s) and if necessary, seek independent legal advice.

### MIFID II CLIENT CONSENT LETTER

As an authorized signatory on behalf of

I hereby give consent to the following matters in accordance with MiFID II provisions:

1. MeritKapital UK Limited ("MKUK") may execute an order outside of a Trading Venue on your behalf, where MKUK reasonably believes that this is necessary to achieve a best execution.
2. You agree that MKUK may not immediately make public (where we would otherwise be required to do so under Applicable Laws) any limit order you place with MKUK in respect of shares admitted to trading on a regulated market or traded on a Trading Venue where that order cannot immediately be executed.
3. You consent to MKUK's Order Execution Policy, and agree to our orders being executed in accordance with that policy.
4. MKUK may be required from time to time, to provide you with certain information in a "durable medium", pursuant to Applicable Regulation (e.g., information on costs and charges or on our order execution policy). You specifically consent to the provision by us of such information through a website (where permitted by Applicable Regulation) and in a way that may or may not be personally addressed to you.

Any capitalised terms not defined herein shall have the same meaning as that set out in the Terms of Business.

By signing below, we consent to the Terms of Business which will take effect on the 3<sup>rd</sup> of January 2018.

Yours faithfully,

Signature:

Name(s):

Title(s):

Date:

This form should be signed by and returned by the 3<sup>rd</sup> of January to the following email address: [compliance@meritkapital.co.uk](mailto:compliance@meritkapital.co.uk).

Please note, if you continue to do business with us pursuant to the Terms of Business after January 3, 2018 you will be deemed to have agreed to the terms and to have explicitly consented to the matters in the Consent Letter.