

Execution Policy

What is the purpose of this Policy?

This Execution Policy summarises the general basis on which Alp Financial Limited (“AlpFin”, “the firm”, “we” or “us”) will provide best execution when required by the European Union’s Markets in Financial Instruments Directive II (“MiFID II”) and by the rules, guidance, principles and codes in the handbook of Rules and Guidance issues by the UK Financial Conduct Authority or any successor regulatory body or bodies (the “FCA”).

When does the Policy apply?

Clients. In adherence with regulatory requirements, we classify clients as Professional Clients or Eligible Counterparties. Different levels of investor protection and product offering apply to each client category and clients can in certain circumstances choose to change classification. The obligation to provide Best Execution is applicable to clients categorised as Professional Clients – both “per se” and “elective” Professionals – of the firm. Clients categorised as Eligible Counterparties are commonly excused from the Best Execution obligation.

Products. This Policy applies to all financial instruments. Please refer to Annex 1 of this Policy or to Annex 1 of the Regulatory Technical Standards (RTS) 28. Furthermore, we are aware that there will be key differences in market structures and it may be difficult to identify and apply a uniform standard that will be effective for all financial instruments. Therefore, we will consider all circumstances surrounding the execution of orders for particular types of financial instrument.

What does Best Execution mean?

“Best Execution” means that AlpFin must take all sufficient steps to obtain, when executing orders, the best possible results for clients, taking into account the execution factors. This includes directly executing transactions on behalf of the client on one or more execution venues or transmitting client orders to third parties for execution.

AlpFin will be committed to complying with this policy and will take steps to monitor, review and update the policy to ensure that it continues to achieve such results.

Nevertheless, as per COBS 11.2A.6, in instances where AlpFin provides a quote to a client and that quote meets the above obligations, then the firm will meet those same obligations if it executes its quote after the client accepts it.

What factors do we take into consideration?

In order to achieve best execution, AlpFin take into account a number of factors (unless otherwise instructed by you, as discussed in Section III below) including price,



costs, speed, likelihood of execution and settlement, size, nature, type and characteristics of financial instrument, characteristics of the possible execution venues and any other consideration relevant to the execution of the order.

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:

- your categorisation;
- any special objectives you may have in relation to the execution of the order;
- the characteristics of your order;
- the characteristics of the financial instruments to which your order relates; and
- the characteristics of the venues to which your order may be directed.

We are required to provide an account of the relative importance of the execution factors, with reference to the relevant criteria (see above) and the process by which the firm determines the relative importance of those factors.

What happens if you give us specific instructions on how to execute your order?

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 instruction to the extent it is possible for us to do so.

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:

Where you instruct us to execute an order for you at a particular price (for example, a subscription to subscribe for units in a structured product or in other securities at a specific price) we will execute the order as a specific price we have quoted to you. Where you instruct us to execute your order on a particular venue, we will not be responsible for selecting the venue. 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.

Which trading venues will we use?

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.

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.

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.

When and how will we be publishing information on execution quality?

We update the Policy periodically as and when appropriate. In accordance with COBS 11.2A.39 and Article 3(2) of RTS 28, AlpFin report and publish the trading venues used on an annual basis. The reports will be made available either on the company website or via the company email. If you would like to receive a copy of the most recent Policy, please contact info@alpfin.com.

Annex 1

A complete list of MiFID financial instruments

- Transferable securities;
- Money-market instruments;
- Units in collective investment undertakings;
- 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;
- 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 other than by reason of a default or other termination event;
- 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, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
- Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 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 recognised clearing houses or are subject to regular margin calls;
- Derivative instruments for the transfer of credit risk;
- Financial contracts for differences;
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics 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), as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF;
- Emissions allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme)