



Investec Europe Limited (“IEL”) – Foreign Exchange Order Handling Disclosure

The purpose of this FX Order Handling Disclosure is to clarify the nature of the trading relationship between IEL Europe Limited (‘IEL’) and its clients or other market counterparties, and to disclose relevant practices of IEL when acting as a dealer on a principal basis, in the wholesale FX markets.

This FX Order Handling Disclosure is not intended to conflict with or override any relevant law, regulatory rule or other applicable requirement.

Throughout this document there are references to ‘mark-up’, please note that any reference to mark-up includes, amongst other considerations, the following factors; the cost of managing associated risk of the transaction, trade processing, settlement costs, counterparty credit risk, capital usage, liquidity, the size of a transaction and a fair and appropriate sales and trading margin.

IEL’s Role in Relation to Its Clients

IEL acts as principal for FX transactions, in an arm’s-length role in relation to its clients, and does not act as agent, fiduciary or in any advisory capacity in respect of any FX transaction, except as expressly agreed in writing beforehand. Each client should independently evaluate for their benefit the appropriateness of an FX transaction. This evaluation should include, among other things, the FX transaction’s terms and conditions and take into account the client’s objectives and circumstances.

At any point in time we may receive requests for quotations and multiple orders for the same or related currency pairs or instruments. In addition, we may seek to manage our own risk through transactions in the same or related currency pairs or instruments.

In our role as principal we will seek to satisfy the requests of all of our clients and our independent risk management objectives, but we retain discretion with respect to how to satisfy our clients, including with respect to order execution, priority and pricing.

IEL, acting as principal, may trade prior to or alongside a client’s transaction, execute transactions for itself or facilitate executions with other clients, manage its risk or source liquidity. These activities can have an impact on the prices we offer a client on a transaction and the availability of liquidity at levels necessary to execute client orders.

Orders and Requests for Trades

A client may submit its trade request in the form of an order or an instruction. IEL is not under any obligation to accept and act upon any client trade request in any form (including voice and electronic), subject to any applicable terms and conditions. Accepting an order does not oblige IEL to enter into an FX transaction with a client, IEL may choose not to execute an accepted order at its unilateral discretion, except as may be required by agreed Terms of Business or applicable law.

Any client order accepted by IEL can only be cancelled with our agreement.

Execution of orders

Where IEL is willing to undertake working an order from a client, we are indicating a willingness to attempt to complete the requested FX transaction subject to prevailing market conditions, IEL’s over all order book and risk management needs and other relevant factors. In general,





any order will be managed according to the following guidelines and your order with us, if accepted, will be accepted on this basis.

Specific execution requirements should be agreed with your IEL contact in writing or on another recorded medium prior to the placing and execution of the resultant order. Where no specific execution instruction has been agreed, and within the realms of its obligation to execute client orders fairly, IEL will decide, in its discretion, whether to work an order, which orders to execute, when to execute them and how to execute them. There can be no assurance that we will be able to fill your order at the exact level stated in your request, unless otherwise pre-agreed by both parties in writing, or on another recorded medium. However, we will use our professional judgment to execute the order with the aim of achieving the best possible outcome.

Where you give your IEL dealer a specific instruction to execute an order at a specified target price, IEL will try, on a best endeavour basis, to deliver on that instruction. We may not be able to fill your order, even where transactions have been executed at, or through, the limit price on your order. A fair and reasonable mark-up will be applied to any resting order in accordance with our internal pricing policy

Your trade requests may be aggregated, executed proportionately, rounded, time prioritised or prioritised and filled in line with prevailing liquidity and/or other relevant circumstances as applicable. For resting orders, IEL reserves the right to retain all or part of any price improvements in the market. For trade requests executed at "market," any upside or downside fluctuations in the price at the time of execution may be passed to you.

All orders received and trades executed are timestamped in accordance with internal policy and regulatory requirements, voice orders will be timestamped once the order is entered.

Pricing

Any price provided by IEL will be inclusive of bid-ask spread and a mark-up determined by IEL to be appropriate for that particular client and transaction. The inclusive price will also allow IEL to earn an appropriate return for the services provided. In determining pricing, different clients may receive different levels for the same or similar transactions as mark-up may vary for different counterparties.

Market volatility may result in significant price movements from the time an order is received to the time of order execution. IEL will ordinarily attempt to reflect such price movements, whether positive or negative, in the price provided to you.

As required by regulation, IEL will disclose to you, in the formal trade confirmation, the costs and charges to you for any given trade (although please note that this does not apply to FX spot and certain exempt FX Forward transactions). In line within MiFID requirements, where cost and charges are disclosed on the formal trade confirmation they represent the total mark-up. Additionally, indicative pre-trade costs and charges are available on our website.

Pre-hedging

When acting in a principal capacity, pre-hedging is the management of the risk associated with the anticipated execution of one or more client orders, designed to benefit the client in connection with such orders and any resulting transactions. Typically pre-hedging will not be required, however it is possible that in some scenarios IEL may deem it necessary. IEL may pre-hedge for such purposes to ensure that a client's order is executed in the most orderly fashion possible and in a manner that is not meant to disadvantage the client or disrupt the market, whilst mitigating the risk that IEL may assume as a result of entering into the transaction.

Under such circumstances, IEL may execute transactions in the market for its own hedging purposes at levels or times preceding, coinciding or following those indicated in the client order.





Client Information

IEL may use information regarding the terms of individual transactions to tailor the provision of products and services to its clients.

IEL may use information regarding executed FX transactions and unexecuted trade requests (other than market orders) and other available information regarding market conditions to determine IEL's overall market views and pricing. IEL will use such information, on an anonymised and aggregated basis, internally and may communicate it to clients that may find such information useful in managing FX risks and entering into transactions.

Information provided to a client by IEL, unless already publicly available, will be treated as confidential and should not be disclosed to any third party.

Conflicts of interest

IEL takes all reasonable steps to avoid conflicts of interest. Where conflicts arise between orders from different clients, or between a client order and a position that IEL holds as principal, these will be managed according to our regulatory responsibilities and in line with the IEL Conflicts of Interest policy.

Important Information

Nothing in this FX Order Handling Disclosure is to be construed as an offer for services or products or as an offer or solicitation for the purchase or sale of any financial product, nor should it be construed as financial, legal, regulatory, tax, accounting or other advice to enter into any transaction.

For further details on any of the information contained within this document, please get in touch with your usual IEL contact.

