



United Bank for Africa (UK) Limited
Best Execution Policy
Customer Distribution

1. Introduction

Purpose

United Bank for Africa UK Limited ("UBA UK") is bound to the regulatory duty of Best Execution in line with the revised Markets in Financial Instruments Directive 2014/65/EU ("MiFID II") and the Financial Conduct Authority's ("FCA") Conduct of Business Sourcebook ("COBS") 11, when executing orders on behalf of clients (including when dealing as principal), or when UBA UK is providing the service of reception and transmission of client orders to other entities for execution. UBA UK is required to take all sufficient steps to obtain the best possible result for its clients, when Best Execution is applicable. This Policy Statement sets out UBA UK's approach to achieving Best Execution for its clients in accordance with the regulatory requirements to which it is subject to.

Best Execution

This overarching obligation to obtain the best possible result for clients is referred to, in this document as our obligation of Best Execution. Best Execution means the duty to take all sufficient steps to obtain the best possible result for our clients under the relevant circumstances when executing transactions on clients' behalf. UBA UK owes its clients a duty to seek Best Execution, when UBA UK executes trades on behalf of its clients.

2. Scope of Best Execution

This Policy Statement applies to all clients categorized by UBA UK as 'Professional Clients' and only to dealings in 'Financial Instruments'. Unless otherwise stated, this Policy Statement applies to such clients in the same way, regardless of whether they are an elective Professional Clients (via an opt-up or opt-down mechanism) or a per se Professional Client.

This Policy Statement, and the Best Execution obligation under MiFID, does not apply to clients categorised as Eligible Counterparties (including clients that have opted up to Eligible Counterparty). Accordingly, UBA UK will not owe a duty of Best Execution in relation to transactions entered with Eligible Counterparties, unless UBA UK specifically agrees otherwise.

3. What products does the Best Execution Obligation apply to?

MiFID, and the Best Execution under it, applies to Financial Instruments. Financial Instruments includes, but is not limited to, transferable securities, such as shares and bonds, units in funds and structured products, as well as derivative contracts, such as options, forwards, futures and swaps, whether publicly listed or not, in relation to FX/currencies, interest rates and inflation rates as well as many other financial and commercial variables including commodities, contracts for differences and emissions allowances. The list of Financial Instruments is outlined in Appendix 1 of this Policy Statement.

Spot transactions are not regarded as Financial Instruments. Other non-MiFID business, for example business concerning loan agreements and deposits, are not covered by this Policy Statement unless otherwise specified. Please note that, whether or not this Policy Statement applies to the relevant product, UBA UK are committed to acting honestly, fairly and professionally in accordance with the best interests of our clients in relation to all the business UBA UK conducts.

4. Determining Where Best Execution May Apply

The Best Execution regime requires UBA UK to take all sufficient steps to protect the interests of the clients and market participants it deals with. Best Execution is only owed when UBA UK accepts an order to execute a transaction on a clients behalf, when UBA UK is acting in a principal capacity and the client is placing a legitimate reliance on UBA UK to protect its interest in relation to the execution

of a client order or a request-for-quote ("RFQ"), or in other circumstances where it has otherwise expressly agreed to accept such Best Execution obligations.

UBA UK's commitment to provide you with Best Execution does not mean that it owes you any fiduciary duties over and above the specific regulatory obligations placed on it or as may be otherwise contracted between you and UBA UK. When UBA UK provides quotes or negotiates a price with you on request (i.e. dealing on a RFQ), irrespective of any initiation of the transaction by UBA UK, this will not be receiving a 'client order' and will therefore not be subject to Best Execution when determining the price given to you.

UBA UK will generally assume that where we deal with clients classified as Professional Customers in line with our policies and procedures, such clients have sufficient sophistication to access a range of execution options will not be placing reliance on UBA UK to protect your interests in relation to pricing and other important elements of the transaction.

UBA UK supports the four principals that support the regulatory application of Best Execution obligations:

1. Which party has initiated the transaction

In examples where you initiate the transaction through RFQ, it is less likely that you are placing legitimate reliance on UBA UK. In circumstances where UBA UK may communicate trade ideas, market communications or indicative prices as part of general business, this will not be deemed to be initiating the transaction.

2. The market practice and the existence of a convention for clients to "shop around"

Where market practice for a particular asset class or product suggests that you will have ready access to various providers who may provide quotes and you have the ability to shop around, it is less likely that you will be placing reliance on UBA UK. This is how majority of transactions with our sophisticated, professional clients are executed.

3. The relative levels of transparency within a market

In circumstances where pricing information is transparent and it is reasonable that you have access to such information, such as in a market where a client can request quotes from multiple counterparties, it is less likely that you will be placing legitimate reliance on UBA UK.

4. The information provided by the client and any agreement reached

UBA UK also considers the extent to which agreements or arrangements with you (including the provisions communicated within this Policy Statement) indicate or suggest that an understanding has been reached that you will place any legitimate reliance on UBA UK, or where UBA UK has explicitly agreed to provide Best Execution.

5. Execution Factors

To provide Best Execution when executing client orders and, in the absence of specific instructions from clients, UBA UK will take into account the following execution factors:

- Market liquidity;
- Price;
- Costs;
- Speed;
- Likelihood of execution and/or settlement;
- Size, nature and complexity of the order; and

- Any other relevant considerations.

6. Execution Criteria

When executing client orders, UBA UK will determine the relative importance of the above execution factors based on any information or instructions clients give UBA UK with their order and market information at the relevant time, taking into account the following criteria:

- The characteristics of the client, including the categorization of the client;
- The characteristics of the client order;
- The characteristics of the financial instrument concerned by the order;
- The characteristics of the brokers and/or execution venues to which that order can be directed; and
- Any other circumstances that UBA UK deem to be relevant to the execution of that transaction.

If specific instructions are provided directly from clients that affect UBA UK's application of the above execution factors, the instruction will be respected and, in some cases, this may prevent all elements of this Policy Statement being followed.

7. Client Instructions

Client orders are received on an execution only basis, i.e. where orders are received by clients without advice from UBA UK. UBA UK will comment on the markets available to them and request a specific detailed instruction from the client.

Where clients give UBA UK specific instructions in relation to the execution of an order, UBA UK considers itself compliant with the Best Execution obligation when it takes all reasonable steps in order to achieve the best possible result for clients, by executing the order or a part of the order in line with client specific instructions concerning the order or a particular part of it.

Specific instructions provided by clients may prevent UBA UK from taking steps to obtain the best possible result for the execution of orders in respect of the elements covered by those instructions. Where UBA UK executes an order, or specific aspect(s) of an order, following specific instructions from a client, the obligation to take all sufficient steps to obtain the best possible result is met for that order, or aspects of the order, as applicable.

In relation to those aspects of an order which are not covered by your specific instructions, UBA UK will exercise its sole discretion, having regard to the terms of your order in determining the factors that it needs to take into account for the purpose of providing clients with Best Execution.

8. Execution Venues

UBA UK executes clients' orders in accordance with the following arrangements:

- Directly on regulated markets on which UBA UK is a member;
- Via third parties with whom UBA UK has a written agreement in place (including intermediaries within the UBA Group);
- Against its own Book, acting as an execution venue; or
- Outside regulated market or MTF, acting as counterparty (Over the Counter).

The execution venues on which UBA UK places reliance in order to meet its Best Execution obligations, and the relevant factors for selecting a particular venue, will vary depending on the

class of Financial Instruments.

In all cases, UBA UK will carefully select an execution venue or broker to execute transactions or transmit orders with the aim to obtain the Best Execution for its clients. In doing so, UBA UK will also consider the following factors:

- price available
- costs and charges
- reputation and financial stability
- access to markets
- speed, responsiveness and promptness of execution
- liquidity
- ability to handle orders and trades for international customers

UBA UK will regularly assess the execution venues available in respect of any products that are traded to identify those that will enable UBA UK, on a consistent basis, to obtain the best possible result when executing orders.

UBA UK does not receive any remuneration, discount or non-monetary benefit for routing client orders to a particular trading venue or execution venue which would infringe the requirements on conflicts of interest or inducements set out in MiFID.

9. Monitoring & Review of Arrangements

UBA UK monitors and reviews the effectiveness of the execution arrangements achieved on behalf of its clients. This on-going monitoring allows where appropriate for the identification of corrective action to improve the quality of the execution service provided.

10. Conflicts of Interest

UBA UK has policy and procedures in place which identify and manage potential conflicts of interest. In recognition that potential conflicts of interest could arise where dealing arrangements include reliance on the use of a connected party, UBA UK ensures that these arrangements do not undermine the delivery of Best Execution for its clients. UBA UK and all its employees must abide by UBA UK's Conflicts of Interest Policy and Procedure.

If Best Execution is compromised and cannot be achieved because of a conflict of interest, UBA UK will directly inform you of the situation.

11. Consent

You acknowledge that you have been made aware of and accept the nature, policy and processes which UBA UK has in place for providing Best Execution (as defined in this Policy Statement) and that, in the absence of any express instructions from you, UBA UK shall have full discretion to choose a relevant venue from its current list of venues for executing any order or orders, but in doing so shall assess and balance a range of all relevant factors, including those set out in this Policy Statement which, in its reasonable determination, UBA UK considers relevant to achieving the best result for you. Upon placing your first order with UBA UK, you will be deemed to have consented to this Policy Statement.

Where a material change has occurred to this Policy Statement, UBA UK will inform you by

publishing this on UBA UK's website in the form of an amended Policy Statement. You will be deemed to have consented to the amended Policy Statement upon placing your first order with UBA UK following receipt of the notice of change.

Appendix 1 – List of Financial Instruments

1. Transferable securities;
2. Money-market instruments;
3. Units in collective investment undertakings;
4. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
5. Options, futures, swaps, forwards 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 default or other termination event;
6. 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, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
7. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6 of this Section and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
8. Derivative instruments for the transfer of credit risk;
9. Financial contracts for differences;
10. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates 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 other than by reason of 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, OTF, or an MTF;
11. Emission allowances consisting of any units recognised for compliance with the requirements of Directive 2003/87/EC (Emissions Trading Scheme).