



TP ICAP SINGAPORE – BEST EXECUTION POLICY (“Policy”)

This Policy is prepared in accordance with the *Securities and Futures Act (2001)* – Notice on Execution of Customers’ Orders, and it sets out the reasonable steps TP ICAP Singapore takes in providing Best Execution.

TP ICAP Singapore entities covered by this Policy:

Tullett Prebon (Singapore) Ltd
ICAP (Singapore) Pte Ltd
Tullett Prebon Energy (Singapore) Pte Ltd
ICAP Energy (Singapore) Pte Ltd
PVM (Singapore) Pte Ltd

Client Categorization

TP ICAP Singapore entities do not transact business with retail customers and only transact business with Institutional Investors, Accredited Investors and Expert Investors.

Execution Services

In providing execution services to clients in relation to capital market products (Annex 1), TP ICAP Singapore may (subject to applicable law):

- arrange a transaction in the over-the-counter financial or commodities markets, which may be inside or outside of Singapore;
- arrange for the submission of trading interests to a trading venue for execution, which may be inside or outside of Singapore;
- arrange a transaction which is submitted to a trading venue for registration, which may be inside or outside of Singapore;
- transmit an order to another entity (which may be an affiliate of TP ICAP Singapore) for execution in accordance with one of the methods described above.

Business Models

TP ICAP Singapore’s execution services are provided through:

- Voice broking, where brokers, supported by proprietary screens displaying historical data, analytics and real-time prices, discover price and liquidity for their clients; and
- Electronic platforms.

These arrangements can be combined in hybrid broking models, which allow for the interaction of trading interests through both voice and electronic systems.



The business brokers products using three major execution methods:

- Name Passing (where all counterparties to a transaction settle directly with each other or through a settlement agent);
- Matched Principal (where TP ICAP Singapore or an affiliate of it acts as a counterparty to both sides of a matching trade to facilitate the transaction); or
- Exchange Give-Up (where a broker places an order for a client on a trading venue and then “gives up” the resulting trade to the relevant client or its clearer).

Best Execution Factors

Where TP ICAP Singapore has the obligation to provide Best Execution, it will execute a client order taking into consideration the following factors:

- Price
- Speed
- Likelihood of Execution and settlement
- Costs
- Size and nature of order
- Any other relevant considerations

Order Handling

When handling orders, the objective is to:

- ensure that executed client orders are promptly and accurately recorded and allocated; and
- carry out otherwise comparable client orders sequentially and promptly unless:
 - (i) otherwise instructed by the client;
 - (ii) the characteristics of the order or prevailing market conditions make this impracticable; or
 - (iii) the interests of the client require otherwise.

Settlement of Orders

Where it is responsible for overseeing or arranging the settlement of an executed order, TP ICAP Singapore will take all reasonable steps to ensure that any client financial instruments or client funds received in settlement of that executed order are promptly and correctly delivered to the account of the appropriate client.

Aggregation and allocation

TP ICAP Singapore is not permitted by the exchanges on which it transacts business to aggregate orders. Consequently, client orders will not, under any circumstance, be aggregated by TP ICAP Singapore.



Misuse of Information / Confidentiality

TP ICAP Singapore will take all reasonable steps to prevent the misuse of information relating to pending client orders by any of its relevant persons. For this purpose, TP ICAP Singapore operates barriers which limits the flow of potentially sensitive information between colleagues and different areas of the business of the company's internal dealing rules prevent employees in possession of price sensitive information from taking advantage of that information by dealing in that product or arranging for someone else to do so.

Execution Venues

This section sets out the venues on which TP ICAP Singapore may execute client's order. It has identified those venues which TP ICAP Singapore may most regularly seeks to execute client's orders and which the company believes offer the best prospects for achieving the best possible results for the clients, taking into account the execution factors detailed below. TP ICAP Singapore is able to execute trades on client's behalf on any of the following execution venues:

- any venue operated by a TP ICAP Group company;
- regulated markets;
- (in a quasi-venue or non-venue capacity) systematic internalisers, market makers or other liquidity providers
- execution venues in other countries that perform a similar function to any of the foregoing to which TP ICAP Singapore may have access and which are listed in Annex 2.
- Please note that this list is not intended to be exhaustive and TP ICAP reserves the right to utilise alternative execution venues.
- When selecting the venue on which to transact, TP ICAP Singapore will take sufficient measures to ensure that the selected venue obtains the best possible trading result for the clients, subject to the following general factors:
- In the OTC markets in which TP ICAP Singapore operates, it can only give clients visibility to prices that have been communicated to the company by other clients that operate in the same market, accordingly any "best outcome" will solely be within these limits;
- TP ICAP Singapore will provide details of all tradable bids and offers (subject to the other matters referred to below);
- Time availability of prices – in many markets there are lulls and spikes in trading as negotiations align trading interests at different times and different parts of the curve, accordingly the "last traded" price may not always be available or act as a reliable indicator of current price;
- TP ICAP Singapore cannot allow clients to trade in a market unless it is reasonably satisfied that the client (via an agent or otherwise) is operationally capable of settling the relevant trade;
- TP ICAP Singapore cannot control either the cost of credit (credit premium) or credit acceptance between its clients; and
- Where TP ICAP Singapore invites clients to choose one execution venue rather than another, the company will provide fair, clear and not misleading information to prevent clients from choosing one execution venue rather than another on the sole basis of the price policy applied by TP ICAP Singapore.



Application of Best Execution

Best execution obligation is applicable when we act in a principal capacity and customers place a legitimate reliance on us to protect their interest in relation to the execution of a transaction. In order to determine if customers place legitimate factors on us, these considerations are taken into account:

Initiation of orders – Where customers initiate the transactions, it is unlikely that legitimate reliance is placed on TP ICAP Singapore. We regard trade ideas communication, market communication or indicative prices as forms of providing information as part of the general business and do not believe that such communication will be deemed to have initiated the transaction.

Market Practice – Where it is a normal market practice for buyer and sellers to “shop around” by approaching several brokers/dealers for a quote, it is deemed that customers have ready access to various providers and hence, would be less likely to place legitimate reliance on TP ICAP Singapore.

Transparency within the market – In circumstances where pricing information is transparent and it is reasonable that customers have access to such information, it is less likely that customers place legitimate reliance on TP ICAP Singapore.

When Best Execution Is Deemed To Have Been Provided

TP ICAP Singapore is deemed to have provided “best execution” in the following circumstances:

Client Instructions

Where clients provide TP ICAP Singapore with a specific instruction in relation to the entire order, or any particular aspect of the order, including an instruction for the trade to be executed on a particular venue, TP ICAP Singapore will execute the order in accordance with the client’s instructions. In following the client’s instructions, TP ICAP Singapore will be deemed to have taken all sufficient steps to provide the best possible result for the client.

Where Best Execution is not owed

TP ICAP Singapore does not undertake to provide “best execution” where Customer is classified as an institutional investor on the basis that they are sufficiently sophisticated.

Legitimate reliance

In the wholesale OTC derivatives and bond markets (and for the avoidance of doubt this would include derivatives in Equities, Energy and Commodities) in which ICAP operates (and as recognised by the European Commission) it is normal market practice for buyers and sellers to “shop around” by approaching several brokers/dealers for a quote. In these circumstances, there is no expectation between the parties that the broker/dealer chosen will owe best execution. As a sophisticated participant in the wholesale markets, unless you advise us to the contrary, we will assume that this is your normal trading behaviour.



Monitoring and Review

TP ICAP Singapore will monitor the effectiveness of its order execution and order handling arrangements as documented in this Policy in order to identify and, where appropriate, incorporate any required amendments to this Policy and any attendant procedures.

TP ICAP Singapore will assess, on a regular basis, whether the execution venues included in this Policy provide for the best possible result for its clients.

Such assessments will include, but will not be limited to:

- reviewing the quality of execution reports provided by those execution venues on which it places a significant reliance against other execution venues in the market; and
- when executing orders in OTC products, including bespoke products, checking the fairness of prices proposed to clients by gathering market data used in the estimation of the price of such products and, where possible, by comparing with similar to comparable products.
- TP ICAP Singapore will review its order execution arrangements and this Policy at least annually or whenever a material change occurs that affects its ability to continue to obtain the best possible result for the execution of client orders on a consistent basis using the venues included in this Policy.
- TP ICAP Singapore will notify clients of any material changes to its best execution arrangements or this Policy as described above by posting the information on TP ICAP Singapore's website.

No Fiduciary Relationship

TP ICAP Singapore's commitment to provide you with "best execution" does not mean that it owes you any fiduciary responsibilities over and above the specific regulatory obligations placed upon it or as may be otherwise contracted between ICAP and yourself. You remain responsible for your own investment decisions and ICAP will not be responsible for any market trading loss you suffer as a result of those decisions.



Annex 1 – Capital Market Products

- Securities
 - Shares, debentures, units in a Business Trust (BT)
- Units in a Collective Investment Scheme (CIS)
- Over-the-Counter Derivative Products (OTCD)
 - OTCD on shares, debentures and units in a BT
 - OTCD on FX traded on margin
 - OTCD on interest, rate, credit, commodity, CIS and FX
- Exchange Traded Derivative Contracts (ETD)
 - ETD (excl. futures contracts)
 - Futures contracts
- Spot FX for the purpose of leveraged FX trading



Annex 2 – Commodities

1. Execution Venues

TP ICAP Singapore has access to and places significant reliance on the following execution venues:

Third Party Execution Venues

- Chicago Mercantile Exchange (CME)
- ICE Futures Europe (IFEU)
- ICE Futures US (IFUS)
- ICE Futures Abu Dhabi (IFAD)
- Dubai Mercantile Exchange (DME)
- Singapore Exchange (SGX)

2. Weighting of Execution Factors

For Commodities, the following Execution Factors are given greater weight in descending importance:

- Price;
- Time priority;
- Likelihood of execution; and
- Speed of execution.

Costs of execution is not a major factor for Commodities.

3. Factors

For Commodities, the factors used to select an execution venue are as follows:

- Type of Commodity and specification traded
- Certain commodity contracts only clear at certain venues. In such circumstances, the execution venue will be prescribed; TP ICAP Singapore will not 'select' the execution venue.
- Client instruction and/or ability to trade/clear at a particular execution venue

4. Execution outside a trading venue

Whilst transactions in commodities are predominantly cleared, spot and some physically settled instruments (not classified as financial instruments under MiFID II) will be executed off venue. In these trade types, the broker will identify a potential transaction and having agreed its principal features (such as buyer, seller, price, timing, benchmark, indices), the broker leaves the two counterparties, who do not rely on the advice of the broker, to conclude the transaction between themselves. The counterparties typically trading in these off-venue markets would be wholesale market participants consisting of international oil companies, oil refiners, and oil trading companies.