

Order Execution Policy

October 2024

What is 'best execution' and why do we need a policy?

When Wealthtime receive an instruction to buy or sell investments within your wrappers, we must always make sure that we consistently achieve the best possible outcome for you as the investor. This policy is intended to explain how we will achieve this.

The term 'best execution' is used in the financial services industry and by the regulator, the Financial Conduct Authority, to cover the 'factors' (or requirements) we need to consider in order to consistently achieve the best possible outcome for you in the investment buying and selling process. Although this policy sets out the actions to achieve the best possible outcome for you, there is no guarantee this will be achieved as some factors are beyond our control. This policy should be read on conjunction with our terms and conditions.

It is very likely that the money you have invested in the Wealthtime Wrappers, which include an ISA, SIPP (pension), General Investment Account and Offshore Bond as applicable, will be used to buy and sell investments. Trading instructions will typically come from Financial Advisers or Discretionary Fund Managers on your behalf. When executing these instructions Wealthtime achieve best execution by following the processes set out in this policy.

The investments referred to above are usually bought and sold either directly with the Fund Manager or through our execution only Stockbroker - both referred to as trading counterparties. Where this occurs Wealthtime transmits an order, and the respective trading counterparty has a duty to provide best execution. Wealthtime retains responsibility for you receiving best execution – this is achieved through the selection of our counterparties and our ongoing monitoring of these counterparties (details are provided below).

The term 'best execution' and this policy does not apply to the choice of investments bought or sold, it only relates to the buying and selling process.

What are the 'best execution factors' and what do they mean?

It is important that we explain to you clearly what 'best execution factors' mean and how they may affect you and your investments. The 'factors' that Wealthtime take into account are specific to the nature of our service, both in relation to the investment buying and selling process and the type of investments bought and sold within your wrappers. They are:

- **Likelihood of execution and settlement:** when Wealthtime instruct a buy/sale of an investment, the level of certainty we have that it will take place, and (using the example of a sale) how certain we are that we'll receive the cash for it. This is why we buy and sell all the investments that trade on an exchange with a single supplier and why we buy and sell the Funds directly with the Fund Manager.
- **Speed:** from when we receive the instruction to buy and sell on your behalf, until the time we place the trade. This is an important part of our service and is why we deal direct with the Fund Manager and have integrated our investment buying and selling process with them, and where possible, our other 'trading counterparties' (we explain 'trading counterparties' later on in the policy.). For Investments that are dealt on a daily basis, your order, where possible, will be placed no later than the second Valuation Point after your order is processed by us.
- **Costs:** considering the costs involved in the buying and selling process are important. Our single supplier approach for investments that trade on an exchange has enabled us to streamline our trading processes with our supplier. Achieving greater efficiencies in the buying and selling process means there is no Wealthtime additional charge, which we believe is a better outcome for you, the investor, compared with those achieved through an alternative supplier. Trading directly with Fund Managers avoids any unnecessary supplier costs.

The most important factor for us in considering best execution is likelihood of execution and settlement based on the market that we operate in as fund transaction costs and speed are not determined or influenced by us. All fund valuations are the same for each party on a particular valuation point. Therefore, cost is not the most important determinant for best execution based on this market and is in line with FCA rules.

Specific instructions

If we receive specific instructions from you, and we can facilitate these instructions, it may prevent us from applying this policy as certain aspects of your request may require us to deviate from these requirements and our standard investment methods.

What investments are available and what are the trading counterparties?

This policy applies to the following investment types:

- Mutual Funds which are FCA Authorised/recognised collective investment schemes – traded directly with the Fund Manager.
- Structured Products – traded directly with the firm that manufactures/issues the investment.
- LSE listed Equities, Investment Trusts and ETFs (exchange traded funds) – traded through Winterflood Securities Limited our execution only Stockbroker.

This policy does not cover the Wealthtime Stockbroker service facilitated by Stocktrade. Trading through Stocktrade is covered by Stocktrade's own terms of service. A guide is available on the Wealthtime website: www.wealthtime.com.

Aggregation

Where possible, Wealthtime aggregate trading instructions of the same investment within a nominee account and execute them as a single transaction. This enables us to obtain the best overall result for our clients. Wealthtime will place all buy deals separately from all sell transactions and will not combine them.

Wealthtime will always aggregate deals to ensure that they can be dealt with and allocated by Wealthtime fairly and in due turn. Wealthtime adheres to the rules of the FCA on aggregation and conflicts of interest.

ETFs, investment trusts and equities aggregated by Wealthtime will be traded through our appointed Stockbroker once each Business Day.

Aggregation may produce a higher or a lower price than the price which might have been obtained if each order was transacted separately. This will most likely be due to the timing of the transactions. You should be aware that in circumstances where there is an illiquid market, for some stocks it may be necessary to execute transactions in a number of tranches over more than one dealing day. In such circumstances, you will obtain a volume weighted average price for the total deal. We will only act in this way if we believe it to be in the best interest of the participating clients (as a whole), but this may on occasion work to the disadvantage of one or more individual clients.

The aggregated deal will incur Charges as detailed in the Charges Schedule. Individual clients will be charged proportionately to the size of their deal within the total aggregated deal and will be deducted from the value of the deal at the point of trading.

We have accepted that our appointed Stockbroker has the right to recover any of their service fees or trade settlement amount by selling some of your investments, but only in the unlikely situation that Wealthtime fails to pay for these services or transfer the required trade settlement amounts. This is referred to as a lien/security which is fair because it ensures that you only hold the investments that have been paid for.

Only whole shares in investment trusts and equities may be held, as such we will always round down to the nearest whole share.

Our appointed Stockbroker currently provides a service for Investors allowing trading in fractions of shares in ETFs ('Fractional Trading').

Please note the Fractional Trading Service may be withdrawn without notice with the result that any fractional shares in ETFs within the Wrap Account will need to be sold and there may be a delay to the execution of any pending ETF instructions whilst all Investors' fractional positions are unwound.

Corporate Actions that affect ETFs, investment trusts and equities aggregated by Wealthtime will be communicated to your Adviser through our website. We will assume the default position offered by the Investment Manager where Corporate Actions affect ETFs/investment trusts/equities held by our Nominee Companies. Should you wish to exercise an option other than the default position you must notify us in good time so that we may meet the deadline for submitting the instruction.

Any income from dividends on ETFs, investment trusts and equities will be credited to the Product Wrapper Cash Facility up to 10 Business Days following receipt of the monies. Interest will not accrue on any dividend income, pending distribution.

Could Wealthtime use different trading venues to the ones we have already highlighted?

Yes, but we believe it would not deliver a better outcome in relation to the execution factors we have already covered with you, the investor, and in relation to the nature of the Wealthtime service.

How does Wealthtime monitor the 'best execution' performance of our trading venues?

- Mutual Funds: Monitoring of trades takes place daily. Any issues with the trading service are addressed and resolved directly with the Fund Manager.
- Structured Products: Monitoring of trades takes place daily. Any issues with the trading service are addressed and resolved directly with the investment manufacturer.
- Winterflood Business Services: Monitoring of trades takes place daily between Wealthtime and Winterflood. Wealthtime receive and review a monthly service report from Winterflood that contains an execution quality report. The Winterflood best execution policy can be found on their website: www.winterfloodbusinessservices.com/documentation

Important Information

By using the Wealthtime Service and accepting the Terms and Conditions you have accepted this policy.

If you would like any further information you can contact us via your Adviser. Should you wish to contact us directly you can do so by writing to Wealthtime Client Services at the following address:

Wealthtime Client Services PO Box 4328 BATH BA1 0LR

Or,

Email us at: clientservices@wealthtime.com

Call us on: 0345 680 8000

If you require this document in an alternative format please contact us.

Wealthtime is a trading name of Novia Financial plc. Novia Financial plc is a limited company registered in England and Wales. No. 06467886. Registered office: Royal Mead, Railway Place, Bath, BA1 1SR. Novia Financial plc is authorised and regulated by the Financial Conduct Authority.

FCA Number 481600.