

**EXECUTION POLICY
FOR FINANCIAL INSTRUMENT TRANSACTIONS**

1. General terms

1.1 The BenchMark Finance policy for execution of orders for trading with financial instruments has been prepared in accordance with Art. 86 of the Financial Instruments Markets Act and Commission Delegated Regulation 2017/565 supplementing Directive 2014/65/EU of the European Parliament and of the Council regarding the organisational requirements and conditions under which the investment intermediaries operate and regarding the giving of definitions for the purposes of that Directive.

1.2 This Policy sets out the rules and procedures that BenchMark Finance and its employees follow to ensure the best execution for client orders, and to ensure that BenchMark Finance takes all reasonable steps to obtain the best possible result for the client.

1.3 By applying this policy, BenchMark Finance guarantee that, with respect to the investment services and activities performed at the expense of clients, BenchMark Finance will act honestly, fairly and as a professional in accordance with the best interest of its clients, following the good commercial practice.

1.4 BenchMark Finance cannot execute orders for the expense of its clients unless they have given their prior consent to this Policy. BenchMark Finance provides its clients with relevant information regarding this Policy in accordance with Delegated Regulation (EU) 2017/565 and the Financial Instruments Markets Act

1.5 For the purposes of this Policy, "venue" means a regulated market, a multilateral trading system, an organized trading system, a systematic participant, a market maker, another liquidity provider or entities performing functions in a third country that are similar to the functions performed by the abovementioned legal entities.

2. Client

2.1 BenchMark Finance classifies its clients as professional, non-professional and eligible counterparties in accordance with BenchMark Finance's Client Categorization Rules and Policy.

2.2 All BenchMark Finance clients are treated equally regardless of their categorization.

3. Scope

3.1 BenchMark Finance and its employees follow this policy in all cases when a client order is executed, except in the cases when the client is identified as eligible counterparty under the Client Categorization Rules and has not requested to be treated differently, or has given specific instructions for the execution.

3.2 The policy applies for the following investment services:

3.2.1 Acceptance and transmission of orders in relation to one or more financial instruments, including the intermediation of transactions with financial instruments at the expense of the clients;

3.2.2 Execution of orders on behalf of clients;

3.2.3 Execution of financial deals on behalf of a client in connection with a client portfolio managed by BenchMark Finance.

3.5 BenchMark Finance executes the order following the specific instructions set by the client, and for those factors that BenchMark Finance has no instructions from the client, the best execution in the best interest of the client is followed. Following the instructions, BenchMark Finance fulfills its obligation to act towards achieving the best result for its clients.

3.6 The Client should bear in mind that the specific instructions given by him may prevent BenchMark Finance from taking the necessary actions to achieve the best result in executing client orders in accordance with this Order Execution Policy.

3.7 If, at the discretion of BenchMark Finance, the special order of the clients deviates significantly from the market situation, BenchMark Finance may, where it is in the client's interest, apply this Policy and execute the order by not complying with the client's instructions.

3.8 BenchMark Finance executes orders on behalf of a client after the client has given his or her prior consent to follow this Policy.

3.9 By accepting this Policy, the client expressly agrees BenchMark Finance to execute orders placed by him/her outside of trading venues. When the order is executed outside of trading venues, the investment firm informs the client that the counterparty risk may be increased, and the probability of execution, the speed and settlement may be reduced, which in general may increase the overall risk of the deal.

4. Financial instruments

4.1 At the time of preparation and adoption of this Policy, BenchMark Finance accepts and executes orders for the following financial instruments: shares, units of collective investment schemes, exchange traded funds (ETFs), indexes, debt securities (bonds and money market instruments) and CFDs. A description of the products BenchMark Finance offers and the risks associated with them can be found on the broker's website.

5. Factors for executing client orders in the best interest of the client

5.1 BenchMark Finance assesses the relative importance of the following factors in order to achieve the best execution of client orders:

- Price
- Costs
- Volume/Order size
- Probability of execution
- Speed of execution
- Security of settlement
- Type and nature of the order
- Other factors related to order execution.

5.2 Price: The price which the client will receive or will pay for the execution of his order is a paramount factor for satisfying the criteria for ensuring the best execution of client orders and for obtaining the best possible result for the client. The price of the financial instruments is determined on the basis of the "bid" and "ask" offers and is influenced by the pricing process for the specific place of execution.

5.3 Costs: All costs directly related to the execution of the order, incl. venue fees, clearing and settlement fees, and other fees and fees payable to third parties tied to the execution of the order. Usually, costs are decisive for choosing a place to execute client orders. BenchMark Finance has no right to determine and collect commissions in a way that unfairly differentiates between venues.

5.4 Volume/Order size: The volume (number) of the client's financial instruments is usually directly related to the price of the financial instruments and the transaction costs (for example, an order that is larger than the normal market size). Besides the cost, the size of the client's order is of particular importance for the speed and probability of execution.

5.5 Probability for execution: The probability of an order placed by the client to be fully executed at a given venue. In illiquid markets, the likelihood of execution is a significant factor.

5.6 Speed of execution: This is the time interval from the submission of an eligible order to the confirmation of its execution from the place of execution. BenchMark Finance makes every effort to execute any order the earliest as possible, which is usually possible on the most representative market for a particular financial instrument. Taking this factor into account enables the client to make the most of the movement on the market, which is in his/her best interest as well. The speed of implementation can be especially important in cases of high market volatility and rapid changes in instrument prices.

5.7 Security of settlement: The timely completion of settlement without delay can be an important factor, especially for large volume orders as well as for professional client orders. Depending on this, and to the extent BenchMark Finance is aware of the further intentions and goals of the particular client, this factor may have a significant weight in meeting the criteria to ensure the best execution of client orders and to obtain the best possible result for the client.

5.8 Type and nature of the order: The characteristics of the client order can have a significant impact on the choice of the place of execution, in order to achieve the optimum price and speed. For example, the execution of an order that has unusual features, such as an extended or shortened settlement period, may be different than the execution of a standard order. In this regard, the characteristics of the client's order can have a significant impact on the choice of place of execution, in order the optimum cost and speed to be achieved.

5.9 Other factors: These include, without being fully listed, clearing systems, possible future costs of storing financial instruments subject to a specific order, tax liabilities, etc. BenchMark Finance evaluates the relevance of these factors to the extent that the customer is aware of them at the time the order is executed.

6. Significance of the factors

6.1 The relative importance of the performance factors in each case is determined by the following criteria:

- the characteristics of the client, including whether he/she is identified as a non-professional or professional client;
- the characteristics of the client's order, including whether the order is linked to a securities financing transaction or, for example, the ability of the execution of the order to have an impact on the market;
- the characteristics of the financial instruments which are subject to the order - such as liquidity and the presence of a regulated market or other trading venue;
- the characteristics of the execution venues to which the order may be directed for execution. Venue characteristics may, for example, be related to the particularities of the liquidity sources available to BenchMark Finance at a particular venue.

6.2 In executing an order submitted by a non-professional client, the best execution of the order and the achievement of the best possible result for the client is determined by the total value of the transaction, including the price of the financial instrument and the costs associated with the execution. Execution costs include all costs directly related to the execution of the order, including venue fees, clearing and settlement fees, and other fees paid to third parties involved in the execution process.

6.3 In order to be achieved the best possible result for the client in the cases where more than one competitive execution venue exist and for the assessment and the comparison of the results that could be achieved for non-professional client for the execution of the order on each of the execution venues, mentioned in this Policy, that are appropriate for the execution, the commission of BenchMark Finance and the expenses for the order execution on each of the possible trading venues are taken into account. The speed, probability of execution, settlement, size, nature of the order may have an advantage over the cost and the cost of execution, only insofar as they are a tool for achieving the best possible result from the non-professional client point of view.

6.4 For execution of orders which are submitted by professional clients, in most cases, the costs will also be decisive for achieving the best result for the client. However, BenchMark Finance will evaluate the importance of the factors on a case-by-case basis.

6.5 In assessing whether the best execution is achieved, BenchMark Finance does not consider its standard fees that should be paid by the client, regardless of how the order is executed.

6.6 When executing orders or when deciding to trade OTC products, including individual products, BenchMark Finance verifies the correctness of the price offered to the customer by collecting market data used in the price evaluation of that product and, if possible, by comparing it with similar products. or comparable products.

7. Execution of client orders

7.1 Client orders are executed mainly at trading venues and outside trading venues.

7.2 Based on the evaluation of the performance factors and the performance criteria, BenchMark Finance may select one or more venues to execute the client's order. Client orders may be executed outside of regulated markets, including where BenchMark Finance trades on its own account through the purchase and sale of financial instruments at prices it determines.

The used places may include:

- Regulated market
- Multilateral trading system
- Organized trading system
- Liquidity provided by BenchMark Finance or other liquidity providers.
- If the infrastructure of the financial instruments market allows, client orders may also be executed against a systematic participant or market maker.

7.3 BenchMark Finance may not structure or charge its commissions in a manner that discriminates the execution venues. BenchMark Finance takes all measures not to discriminate the execution venues, except on the basis of the performance factors relevant to the order.

7.4. BenchMark Finance should not receive remuneration, discounts or non-monetary benefits for placing an order at a specific trading venue or for executing an order if it thus violates the requirements of Art. 84, para. 1 - 3, Art. 65, para. 1, Vol. 7, Art. 70 - 74, Art. 76 - 82 and Art. 99 of the Financial Instruments Markets Act.

7.5. If BenchMark Finance applies different fees depending on the venue, the investment firm explains these differences in sufficient detail to enable the client to understand the advantages and disadvantages associated with choosing a single venue.

7.6 When BenchMark Finance offers its clients the choice of venue, it provides correct, clear and non-misleading information to prevent the client from choosing one venue instead of another based solely on the pricing policy applied by BenchMark Finance.

7.7 BenchMark Finance makes decision towards a specific venue based on an assessment of all the factors in item 6 above. If the client's assessment of certain performance factors differs from that of BenchMark Finance and the client wishes the order to be executed at another venue other than those specified in the Policy, the client is entitled to submit specific instruction to BenchMark Finance about the preferred venue.

7.8 The choice of execution venue for certain classes of financial instruments is a result of market analysis for the respective class of financial instruments. BenchMark Finance analyzes the execution venues it selects, as well as other potential venues, to identify the venues it considers most competitive in order to achieve the best performance and to obtain the best possible result for the client. The analysis and assessment of venues will be carried out at least once a year, taking into account the information published pursuant to paragraphs 3 and 6 of Art. 27 of Directive 2014/65/EU. The evaluation may lead to the adoption of new venues or the deletion of venues.

7.9 For certain classes of financial instruments in which BenchMark Finance executes orders using liquidity that is provided on its own internal reporting (internal pricing), BenchMark Finance may combine the risk of client transactions with the risks arising from other client positions and hedge at other trading venues. The hedging should be done in the most efficient way possible. The prices BenchMark Finance provides to clients in this case are based on the prices BenchMark Finance receives for its positions from the hedging sites selected by it.

7.10 BenchMark Finance may submit a client order to execute its counterparties, who are directly or through a broker, a member of an appropriate trading venue, to which BenchMark Finance does not have direct access, acting in accordance with the best interests of its clients and this Policy. BenchMark Finance selects its counterparties among the leading international brokers, taking into account their client order execution policies, as well as criteria such as direct access to the relevant market, probability of execution, reliable settlement. To achieve the best performance for the client and to achieve the best possible result for the client, BenchMark Finance will periodically review the selection of these counterparties.

7.11 BenchMark Finance complies with the requirements of item 7.10 when providing a portfolio management service and submits execution orders from its counterparties, on behalf and at the expense of the client whose portfolio it manages.

7.12 BenchMark Finance may execute orders in a non-regulated (OTC) market directly with another investment firm, with a BenchMark Finance client, or directly with BenchMark Finance acting on its own account. In accordance with the regulatory requirements, BenchMark Finance is obliged to inform its clients about this possibility and to obtain the prior consent of the clients before proceeding to execute their orders outside the trading venue. This consent can be given as a principled consent or for individual transactions.

7.13 BenchMark Finance shall notify the Client in advance of all essential parameters of the transaction that BenchMark Finance may execute outside the venue. When a client places an order for a transaction with CFD, foreign currency on a margin basis or with another financial instrument that is not admitted for trading on a regulated market through an electronic trading system, the client is considered to be informed of all essential parameters of the transaction.

8. Execution venues

8.1 At the time of preparation of this Policy, BenchMark Finance executes client orders at the following execution venues that enable the investment firm to achieve the best execution of the client orders and obtain the best possible result for the client:

8.1.1 Shares, units of collective investment schemes, exchange traded funds (ETFs), indices, debt securities (bonds and government securities) admitted for trading on a regulated market in Bulgaria:

- Bulgarian Stock Exchange - Sofia AD - executes orders directly on the markets organized by BSE - Sofia AD, in accordance with the Rules and Procedure of BSE - Sofia AD.
- Outside of the execution venue (OTC) - directly when a counterparty is another investment intermediary or client of BenchMark Finance, or directly with BenchMark Finance acting on its own account, at its sole discretion and provided that the client is informed in advance and the he/she has given explicit consent for that and the best execution for the client will be achieved.
- Through a multilateral trading system - not directly, as BenchMark Finance transfers the execution from its counterparties who directly or through a broker are members of such a system. When the financial instrument which is an object to a client order is traded both on regulated market and multilateral trading system, and where there are no particular instructions from the client about the execution venue, BenchMark Finance will determine it in accordance with this Policy.

When executing the orders of a non-professional or professional client, the best execution is determined by the expenses of the execution. BenchMark Finance takes into account the total amount that the client will receive or pay, which includes both the price of the financial instrument itself and all costs associated with executing the client's order, incl. venue fees, clearing and settlement fees, and other fees payable to third parties related to the execution of the order. The expenses for execution on BSE - Sofia AD are stated in the BenchMark Finance Tariff.

The likelihood of execution is evaluated by taking into account the nature of the order - size, validity, price and availability of sufficient liquidity. For the purposes of this point, "sufficient liquidity" means the existence of demand or supply (according to the order type) of the particular financial instrument to which the client order relates, whereby the relevant order can be executed immediately, and at BenchMark's discretion its eventual fulfillment would not lead to a deformation of demand or supply.

The velocity of execution, the likelihood of settlement and other aspects of the transaction such as the supervision over trade, are taken into account when evaluating the execution venue, insofar as they are relevant to achieving the best possible result for the client.

The financial instruments allowed for trading on BSE-Sofia AD are traded at their real value (without margin usage). The parties to the transaction acquire all rights and obligations to the financial instruments (property and non-property). The acquirer of financial instruments has an obligation to pay the full value of the financial instruments together with the fees and commissions for BSE-Sofia AD and BenchMark Finance included in the transaction, according to the BenchMark Finance Tariff. The transferor is entitled to receive the full value of the financial instruments subject to the transaction reduced by the fees and commissions due to BSE-Sofia AD and BenchMark Finance, in accordance with the BenchMark Finance Tariff. The transfer of financial instruments is carried out by a depository institution - Central Depository, with settlement, which is two days after the date of the transaction.

8.1.2 OTC derivatives contracts - Contract for difference (CFD) - CFDs on equities, CFDs on commodities, CFDs on currencies, CFDs on indices and other derivative instruments.

In terms of trading with these financial instruments which are traded on the OTC market, BenchMark Finance executes the orders by being a party to each transaction and acting as a place of execution for all orders. The transaction is executed directly between the client and BenchMark Finance on an individual basis under previously agreed terms. The financial instruments offered by BenchMark Finance are issued by BenchMark Finance on the client's account in the respective platform. When executing a position at the explicit request of the client, the best result is sought when dealing in a non-regulated market. There is no alternative venue available.

BenchMark Finance is obliged to comply with the norms for fair determining of the financial product prices in accordance with the regulatory requirements and the good practices. According on BenchMark Finance's strategy and policy, if legal or regulatory restrictions exist, not all products may be made available to non-professional clients.

9. Submission and execution of client orders

9.1 BenchMark Finance executes transactions with financial instruments at the client's expense under the best conditions and trying to achieve the best execution. BenchMark Finance executes transactions with financial instruments at the expense of clients in accordance with their orders.

9.2 BenchMark Finance accepts orders for transactions with financial instruments submitted personally by the client or authorized representative, and in the case when the client is a legal entity - by a duly authorized representative. When submitting orders at BenchMark Finance office, the orders must be submitted with content in accordance with the regulatory requirements.

9.3 Submission of an order through an authorized representative is possible only by providing a notarized power of attorney which contains representative authority for trading with financial instruments on behalf of the client. In addition, a declaration by the authorized representative should be provided that he/she has not made trades with financial instrument by occupation for the last one year, that he/she has no inside information, that the financial instruments (subject for trading) are not blocked in a depository institution, no pledge is imposed on them, and the transaction is not a disguised purchase or sale.

9.4 The client is informed about:

- the current policy;
- the financial instruments and the risks associated with them
- the execution venues;
- transaction costs and fees;
- where the client's assets (financial instruments and money) can be stored, from whom they can be stored and what is the responsibility of that person.

9.5 When the client places an order through the platforms offered by BenchMark Finance for execution of a transaction in financial instruments that are not allowed for trading on a regulated market, it is considered that the client is informed of all essential parameters of the transaction.

9.6 Orders for execution of trades with financial instruments may be submitted in BenchMark Finance's office and through an electronic trading system or through the following remote methods of communication: telephone or email.

9.7 Orders are submitted by the specified remote methods (telephone or email) which are indicated on the BenchMark Finance website.

9.8 BenchMark Finance accepts trading orders submitted personally by the client or by authorized representative. If the client is a legal entity - by a duly authorized representative. Regardless of its form, the content of the order must comply with the regulatory requirements.

9.9 Submission of an order through an authorized representative is possible only by providing a notarized power of attorney which contains representative authority for trading with financial instruments on behalf of the client. In addition, a declaration by the authorized representative should be provided that he/she has not made trades with financial instrument by occupation for the last one year. According to the requirements, the authorized authority should provide a copy of identity document which is certified by him and the client of BenchMark Finance. Certification shall be done by affixing "true to the original", date and signature of the person performing the certification.

9.10 BenchMark Finance accepts trading orders submitted by telephone or other remote manner of communication. Orders can also be submitted by authorised representatives on behalf of the client who are already identified by BenchMark Finance. When trading orders are submitted by telephone BenchMark Finance must record the call. When the trading order is submitted by other remote manner BenchMark Finance stores electronically the data provided by the client in connection with the order instructions. Trading orders that relate to dematerialized transfers of financial instruments to the investment intermediary in the Central Depository are not accepted.

9.11 BenchMark Finance accepts trading orders through its electronic trading systems, which provide access to a designated execution venue. The access to the systems is protected by personal username and password.

9.12 BenchMark Finance provides the client with a signed copy of the accepted trading order, unless it has not been submitted in accordance with point. 9.10 and 9.11 above.

9.13 BenchMark Finance is not entitled to execute a client's order if the client, or his authorised representative, has not declared the following:

a) has inside information about financial instruments to which the order relates and their issuer if the financial instruments to which the order relates are traded on a regulated market;

(b) the financial instruments that are the subject of a trade or exchange are blocked in the depository institution where they are held, or they have been pledged;

(c) the financial instruments that are the subject of a trade is a disguised purchase or sale. The refusal of a declaration shall be certified by a signature by the client at the appropriate place on the order.

9.14 If the financial instruments are not available in client's trading account, BenchMark Finance will not execute a trading order that relates to those financial instruments in the cases when this circumstance is declared or if BenchMark Finance find itself that the trading instruments are not available. An acceptable exception is for short positions, financial instruments that are blocked in depository institution or pledged. BenchMark Finance will execute an order related to pledged financial instruments when the acquirer is informed and explicitly agrees to acquire these financial instruments and the consent of the pledgee is provided as well according to the law.

9.15 Orders submitted in written form or electronically are registered in BenchMark Finance system under unique serial number when the order is received. Orders submitted through an electronic trading system are automatically registered in BenchMark Finance system. Prior to execution, orders must first be validated by verifying their content and compliance with regulatory requirements, in accordance with this Policy. Orders are validated according to the time of submission and their serial number in BenchMark Finance system, unless the characteristics of the order or market conditions make this impracticable or the interest of the client under this Policy requires other.

9.16 BenchMark Finance will inform the non-professional client for any substantial obstacle related to the correct execution of the orders as soon as the obstacle is identified.

9.17 BenchMark Finance set the own account orders for trading with financial instruments according to the order applicable to client orders. Thus, BenchMark Finance pursues an effective policy to prevent conflicts of interest with its clients.

9.18. When two or more orders for the sale or exchange of financial instruments are identical in their parameters, and for any of them the check for the availability of financial instruments is delayed for reasons other than BenchMark Finance (for example, financial instruments with a trustee), BenchMark Finance will not consider such an order identical to the others and will execute them in the order of their submission and validation.

9.19 BenchMark Finance executes client orders and own account orders individually. In certain cases, BenchMark Finance may combine if:

- a) the merger of orders will not be to the detriment of any of the clients whose orders are merged;
- b) it is made known to all clients whose orders are combined that the merger may have consequences that are detrimental to the particular order, and
- c) an order allocation policy set out below is established and effectively implemented.

9.20. If the counter offer is changed when the place of execution of the consolidated order is entered and the combined offer is executed in several parts and at different prices, or even partially fulfilled, the previously given individual client order takes priority.

9.21 BenchMark Finance will not distribute the executed transactions in combined order in a manner that is detrimental to the clients.

9.22 BenchMark Finance combine client orders with the aim of minimizing administrative costs and time when upon initial subscription of shares and upon initial admission for trading of financial instruments on a trading venue, the execution procedure provides proportionality for all investors.

9.23 BenchMark Finance has the right to combine orders, in cases where it can reasonably and indisputably prove that without the merger it would not be able to execute the client's order on such favorable terms or the execution would not be possible at all. In this case, BenchMark Finance may distribute the transaction proportionally between itself and the client.

9.24 Except for the two previous points, BenchMark Finance will distribute orders to clients with priority in case of combined trades with partial execution. BenchMark Finance has no right to redistribute transactions on its own account executed in conjunction with client orders when this is to the detriment of the client.

9.25 BenchMark Finance may combine orders that are submitted on behalf of and at the expense of client's portfolio it manages. Such consolidated order shall be treated as an individual client order and executed, respectively merged with other client orders and orders on BenchMark Finance's own account under this Policy.

10. Limitation of the best practice policy

10.1 Specific instructions

10.1.1 A client may ask BenchMark Finance to execute an order in accordance with specific instructions, either overall or individually. BenchMark Finance will follow as far as possible the client's instructions. However:

- When specific client instructions result in higher execution costs, BenchMark Finance will pay these additional costs and charge them from the client as fees. In this case, BenchMark Finance will notify the client of the changed fees before accepting the order;
- If the specific client instructions are in conflict with the normal work processes, BenchMark Finance will give preference to specific instructions. This may result in a different result when executing the client's order;
- When there is no conflict, BenchMark Finance will continue to comply with this Policy.

10.1.2 BenchMark Finance complies with its obligation for the best execution of the client's order and for taking all sufficient steps to obtain the best possible result for the client, following exactly the client's instructions and following the client's instructions accordingly. This Policy does not apply to performance factors specified by the client and BenchMark Finance will execute the client's orders in accordance with the instructions given by the client, with the client acting at his own risk and responsibility regarding the performance factors specified by him. BenchMark Finance will apply this Policy to factors for which no instructions have been given by the Client. Special instructions provided by the client may prevent BenchMark Finance from taking the necessary steps to achieve the best execution of the client's orders and to obtain the best possible result for the client.

10.2 Stop Out

10.2.1 In the case of automatic closing of positions (Stop Out), BenchMark Finance strives to close, terminate or cancel immediately all or part of the client's positions. BenchMark Finance has freedom to decide how to close positions as to release additional margin and reach margin requirements, including personal judgment in terms of order fulfillment, quantity, aggregation, priority and pricing.

10.2.2 In case of Stop Out and/or sale of client financial instruments for the purpose of covering negative cash balance on one or more client's accounts, gained, the client unconditionally agrees with the price BenchMark Finance uses for closing price of the opened positions.

10.3 Execution in a highly volatile market, leading to a number of risks associated with volatile market performance. Customers should be aware of the following risks associated with market volatility, especially near the opening or closing of a standard trading session.

10.3.1 Execution of an order at a substantially different price from the quotation of the offer or from the last reported (quoted) price at the time of the acceptance of the order, as well as partial execution or execution of large volume orders in several transactions at different prices.

10.3.2 Delays in execution of orders that BenchMark Finance must forward to external market makers or to be manually directed or manually executed/routed orders.

10.3.3 Prices at market opening may differ substantially from prices at which the market closed in the previous session.

10.3.4 The opening price coincides with the closing price or falls into a gap in a case of a closed market. In this case, when the market opens, client orders will be executed at the first possible market price.

10.3.5 Market volatility is one of the factors that may lead to order fulfillment. When there is a large volume of orders on the market, imbalances and delays in execution may occur. This means that more time is needed for execution of pending orders. Such delays are usually due to various factors:

- The number and size of orders that need to be processed;
- The speed for provision of quotes (or last sale information);
- Restrictions related with the technical capacity of the system applicable to a stock exchange, as well as those of BenchMark Finance and other financial institutions.

10.4 Use and transmission of information

BenchMark Finance may access and use and/or provide information on an anonymous and aggregated basis to its counterparties, including but not limited to client orders, positions, trades and other data and analyzes in the form of anonymous and aggregated data. This anonymous and aggregated data can be used for market intelligence, analytical tools, risk management strategies to generate and provide liquidity and other BenchMark Finance products and services. The nature of the anonymous and aggregated data provided may differ from that provided to other counterparties in terms of quantity, scope, methodology or other, and may change from time to time without notice to the client.

10.5 In terms of prices

10.5.1 When trading OTC derivatives in the OTC market offered by BenchMark Finance, client trade at the prices offered by BenchMark Finance. There are a number of factors that can be used to construct a derivative price and these vary depending on the asset class traded, the nature of the market and the characteristics and conditions of the transaction, as well as any particular market or credit risks. BenchMark Finance applies a standard method to calculate the price for these types of derivatives and to ensure that the price offered at any moment is always considered to be fair and the best price a client can get. When monitoring the best performance for these types of instruments, BenchMark Finance will monitor the calculation method to ensure that it is applied at any time.

10.5.2 BenchMark Finance will verify the fairness of the price offered to the client by collecting market data and if possible, will compare it with similar or comparable products.

11. Verification and actualisation of the Policy

11.1 BenchMark Finance monitors the effectiveness of this Policy and the quality of execution of client orders and, where necessary, takes action to correct identified irregularities.

11.2. BenchMark Finance conducts an annual review of this Policy, as well as any significant change that may affect BenchMark Finance's ability to provide the best results for executing client orders when using the venues included in this Policy.

11.3 BenchMark Finance submit and publish annually on its website summary information and reports for the best venues and the quality of performance received for each class of financial instruments for the previous year.

12. Final provisions

12.1 This Policy is made available and is permanently available to all clients and potential clients on the website of the company. BenchMark Finance may also make this Policy available on another durable medium upon request. BenchMark Finance notifies its clients of any changes to this Policy by means of a notice posted on its website.

12.2 BenchMark Finance considers that clients have given their prior consent to this Policy and any subsequent amendments thereto, if they do not express their explicit disagreement with the Policy, or the changes made therein, within 3 days from its publication, respectively, from the publication of its changes, on the website of the company.

12.3 This Policy is adopted on the basis of Art. 86, para. 1 of the Markets in Financial Instruments Act and Art. 65, par. 5 of Delegated Regulation (EU) 2017/565 and is adopted by the Board of Directors of BenchMark Finance on 16.05.2018, in force from 16.05.2018. This Policy supersedes the current Client Order Execution Policy.

List of execution venues:

- Bulgarian Stock Exchange - Sofia AD - licensed trading venue;
- BenchMark Finance AD - counterparty and liquidity provider for derivatives transactions - CFDs, traded outside of a regulated market.