

**BILLMAR CAPITAL (PTY) LTD**

**ORDER EXECUTION POLICY**

Initial Version, August 2022

## **1. INTRODUCTION**

BILLMAR CAPITAL (PTY) LTD is an Investment Firm that owns and operates the brand “Billmar Capital” ([www.billmarcapital.com](http://www.billmarcapital.com)). BILLMAR CAPITAL (PTY) LTD is registered in South Africa, company number 2016/214844/07, and is authorized and regulated by the Financial Sector Conduct Authority (“FSCA”) of South Africa with license number 471259 to carry out certain categories of financial investment business as permitted under section 8 of the Financial Advisory and Intermediary Services Act, 2002 (Act No.37 of 2002). The Company’s registered office is located at 3<sup>rd</sup> Floor Palm Grove, Houghton Estate Office Park, 2 Osborn Road, Houghton, 2198 Gauteng. Please refer to the [www.billmarcapital.com](http://www.billmarcapital.com) of the Company for more information.

The Company is operating under the Section 8 of the Financial Advisory and Intermediary Services Act, 2002 (Act No.37 of 2002) (collectively the “Act and Applicable Regulations”).

The brand “Billmar Capital” is owned and operated by BILLMAR CAPITAL (PTY) LTD duly registered in South Africa with a registration number 2016/214844/07 holder of an FSCA license with number 471259 and registered address at 3<sup>rd</sup> Floor Palm Grove, Houghton Estate Office Park, 2 Osborn Road, Houghton, 2198 Gauteng.

In accordance with the Act and Applicable Regulations, the Company is required to take reasonable steps to find and deal on the terms which are the best available to the client when dealing with or for a client (“best execution”). In order to comply with this requirement, the Company has established and provides its clients and potential clients with its Order Execution Policy (the “Policy”).

## **2. SCOPE AND SERVICES**

This Policy applies when executing transactions with you provided by the Company. It is up to the Company’s discretion to decide which types of instruments to make available and to publish the prices at which these can be traded.

The Client is given the option to place with the Company the following orders, then that open position can only be closed with the Company:

- The Client places a market order which is an order instantly executed against a price that the Company has provided. The Client may attach to a market order a Stop Loss and/or Take Profit. Stop Loss is an order to limit Client’s loss, whereas Take Profit is an order to limit Client’s profit.
- The Client places a pending order, which is an order to be executed at a later time at the price that the Client specifies. The Company will monitor the pending order

and when the price provided by the Company reaches the price specified by the Client, the order will be executed at that price. The following types of pending orders are available: Buy Limit (an order to purchase an instrument at or below a specified price, "Buy-Stop" (an order to buy an instrument which is entered at a price above the current offering price; it is triggered when the market price touches or goes through the buy stop price). Sell Limit (an order to see an instrument at a specified price or better) and Sell Stop (an order to sell an instrument when it reaches a certain price). You may attach to any pending order a stop loss and/or take profit.

The Client may modify an order before it is executed. The Client has no right to change or remove Stop Loss, Take Profit and Pending Orders if the price has reached the level of the order execution.

### **3. BEST EXECUTION FACTORS**

The Company shall take all reasonable steps to obtain the best possible result for its Clients taking into account the following factors when executing clients' orders:

- Price
- Costs
- Speed of Execution
- Likelihood of Execution
- Likelihood of Settlement
- Size of Order
- Market Impact

The Company does not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as priority factor. Nevertheless, whenever there is a specific instruction from the client the Company shall make sure that the Client's order shall be executed following the specific instruction.

### **4. BEST EXECUTION CRITERIA**

The Company will determine the relative importance of the above factors by using its commercial judgment and experience in the light of the information available on the market and taking into account the criteria described below:

- The characteristics of the client
- The characteristics of the order
- The characteristics of the instruments that are subject of that order
- The characteristics of the execution venues to which that order can be directed

## **5. EXECUTION VENUES**

For the purposes of orders the Company shall collaborate with Liquidity Providers for the execution of the orders.

Best Execution: It is the Company's policy to maintain such internal procedures and principles in order to act for the best interest of its Clients and provide them the best possible result ("Best Execution") when dealing with them

Off-exchange transactions: The Client acknowledges that the transactions entered with the Company may expose the client to greater risks than regulated exchange transactions. Therefore, the Company may not execute an order, or it may change the opening (closing) price of an order in case of any technical failure of the trading platform or quote feeds. The terms and conditions and trading rules are established solely by the Company.

## **6. MONITOR AND REVIEW**

The Company will monitor on a regular basis the effectiveness of this Policy and the execution quality of the procedures explained in the Policy and, where appropriate, reserves the right to correct any deficiencies.

In addition, the Company will review the Policy at least annually. A review will also be carried out whenever a material change occurs that affects the ability of the Company to continue to the best possible result for the execution of its client orders on a consistent basis using the venues included in this Policy. The Company will notify its affected clients on any changes in this Policy. The Company reserves the right to review and/or amend its Policy and arrangements, at its sole discretion whenever it deems fit or appropriate.