ORDER EXECUTION POLICY
AM Wealth Limited

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1 Purpose and Scope

This Order Execution Policy (henceforth "Policy") sets out the approach taken by AM Wealth Limited (hereinafter referred to as "AMWL" or "Company") in the execution of transactions on behalf of clients as required by the Conduct of Business Rulebook (COBS) and other applicable ADGM FSRA Rules.

AMWL is committed to conducting business with its clients in an honest, fair, and professional manner, taking all sufficient steps to obtain the best possible result for the clients in relation to trading financial instruments. AMWL has the sole discretion to decide which types of financial instruments to make available and to publish on its platform. When conducting AMWL's price formation, based on the parameters of the client's order, AMWL will select and assess prices provided from various execution venues from a pool of external liquidity providers (i.e., brokers, banks, or other financial institutions that provide executable BID and ASK prices of financial instruments on a continuous or regular basis).

This Policy applies to orders in financial instruments which are executed or transmitted for clients classified by the Company as Retail Clients or Professional Clients. In accordance with COBS 6.5.1, the rules regarding best execution do not apply with respect to any transaction which it undertakes with a Professional Client who is a Market Counterparty, or which it carries out for the purposes of managing a Fund of which it is the Fund Manager. Furthermore, where the Company undertakes an Execution-Only Transaction with or for a client, the Company is not relieved from providing best execution in respect of any aspect of that transaction which lies outside the client's specific instructions.

The Company will be executing orders on the client's behalf or passing them to a third-party broker for execution by that broker. In both cases, clients legitimately rely on AMWL to protect the client's interests in relation to the pricing or other aspects of the execution of the order. AMWL operates a hybrid execution model, meaning this reliance applies in circumstances where:

- Acting as Agent: A client has placed an order which the Company has agreed to execute as an agent (i.e., in the client's own name and for the client's account, routing the order to third-party venues);
- Acting as Matched Principal: The Company contracts with a client as a principal (i.e., purchases or sells financial instruments in its own name) but does not assume any price risk because it has simultaneously executed a matching "back-to-back" trade in the market;
- Acting as Non-Matched Principal: The Company contracts with a client as a principal and assumes the associated risks. In this capacity, unless agreed otherwise, AMWL will act as the direct counterparty to the trade and will be the client's sole venue of execution;
- Arranging Deals in Investments: The Company transmits an order to another party for execution: where AMWL does not have access/membership to a particular execution venue; where a third-party broker could get a better outcome; or transactions in money market instruments (primarily deposits and repurchase agreements).

It is important to be aware that even in circumstances where the strict best execution obligation does not apply, the Company is still required to treat its clients fairly, manage any conflicts of interest that may arise, and apply clear internal standards that strive for a fair and transparent outcome for all clients.

This Order Execution Policy should be read in conjunction with the Company's General Terms of Business, Compliance Policy, Conflicts of Interest Policy, Safeguarding of Client's Assets and Settlement Policy, and any other relevant policies and procedures of the Company.

2 Definitions

For the purposes of this Policy, the terms used shall have the following meanings:

Execution-Only Transaction means a transaction executed by the Company upon the specific instructions of a client where the Company does not give advice of the kind prescribed under article 28 of Chapter 3 of Schedule 1 of FSMR (i.e., on a non-advisory basis).

Order means an instruction given by the client to AM Wealth Limited in connection with the financial services in accordance with the terms of the client agreement.

Financial Instrument has the meaning given in section 258 of the Financial Services and Markets Regulations 2015 (the "FSMR").

Client (or "Customer") encompasses a natural person, legal person (body corporate), or legal arrangement (foundation, trust, or other similar legal arrangement) in whose name an account is opened (account holder), as well as the ultimate beneficial owner, the person who exercises ultimate effective control over the client (power of attorney holder, authorized signatories, directors), the trustee of an irrevocable and discretionary trust, the settlor of a revocable or reserved powers trust, or any other person with whom the Company is establishing or has established a business relationship.

Counterparty refers to a natural or legal person with which AMWL establishes a business relationship for the provision of services to its clients (Execution Venues / Third Party Brokers / Business Partner), and suppliers of ancillary business services for consumption by the Company such as cleaning, catering, stationery, IT, or other similar services (Business / Household Counterparty).

Market Counterparty means a type of client specified under COBS 2.5.

Professional Client means a type of client that meets the criteria laid down in COBS 2.4.

Retail Client means a type of client who is not classified as a Professional Client or a Market Counterparty, or who has elected to be treated as a Retail client in accordance with COBS Section 2.3. Retail clients benefit from the full protections available under FSRA COBS, including price-paramount best execution, enhanced suitability assessment, and complaints handling rights.

Mark-up or Mark-down means:

(a) when the Company receives instructions from a client and takes a principal position in the relevant investment in order to complete a transaction (that is, when the Company takes a principal position in the relevant investment which it would not otherwise take, except to complete that transaction) the difference, if any, between: the price at which the Company takes a principal position in the relevant investment; and the price at which the Company executes the transaction with its client;

(b) when the Company executes a transaction with its client against its own book and owes a duty of best execution, the difference between: the price at which best execution would be achieved; and the price at which the Company executes the transaction with its client.

3 Managing Conflicts

While acting as a principal (including on a non-matched basis), AMWL may encounter scenarios that give rise to competing interests between the client and AMWL, or between the client and AMWL's other counterparties (including Market Counterparties, Execution Venues, Third-Party Brokers, and Business Partners).

When AMWL acts as a principal, it serves as the direct counterparty to the client's transaction. In such scenarios, inherent conflicts of interest may arise because the Company's financial outcomes may be inversely correlated with those of the client. Additionally, the Company may derive revenue from mark-ups, mark-downs, or spreads incorporated into the transaction price.

Furthermore, AMWL may at any time acquire, hold, or dispose of long or short positions (including for market-making, risk management, or hedging purposes, whether as a principal or for the account of other AMWL clients) or arrange for others to do so. These activities may impact the performance or pricing of such products, meaning AMWL's interests may conflict with client interests.

Despite these inherent conflicts, AMWL remains subject to applicable Best Execution obligations under COBS 6.5 where such obligations apply and, in all circumstances, is committed to treating clients fairly and maintaining fair and transparent pricing practices.. AMWL is committed to managing conflicts of interest appropriately and ensuring that pricing and execution practices are not unfairly skewed against the client. The Company's staff are trained to recognize conflicts of interest and must adhere to strict segregation of duties and other internal controls designed to ensure fair outcomes for clients. Where handling a conflict to ensure a fair outcome is not possible, the Company will avoid the conflict or disclose it appropriately, in strict accordance with AMWL's Conflicts of Interest Policy.

4 Specific Instructions

Where clients give AMWL a specific instruction either relating to an order or a particular aspect of an order, the Company executes or transmits the order or the relevant parts of the order to which the specific instruction relates in accordance with that specific instruction. Where the client's instruction relates to only part of the order, AMWL will continue to apply this Order Execution Policy to those aspects of the order not covered by the specific instructions.

Clients should be aware that providing specific instructions for executing a particular Order may prevent AMWL from obtaining the best possible result in respect of the elements covered by those instructions using its standard procedures.

Furthermore, AMWL reserves the right to refuse specific instructions from a client where the Company believes such instructions are not practicable, may be contrary to the client's best interests, or where the Company is unable or unwilling to transact with a requested venue or counterparty.

5 Execution Venues and Third Party Brokers

Execution venues are the entities with which orders are placed, or to which the Company transmits orders for execution. These may include a Recognised Investment Exchange, a

Multilateral Trading Facility (MTF), an Organised Trading Facility (OTF), market makers, third-party brokers, and other liquidity providers.

Acting as Principal. When acting as a principal, the Company serves as the sole execution venue for the execution of clients' orders. In circumstances where the Company internalises client orders, AMWL will act on its own behalf as the direct counterparty to the client. In such circumstances, the Company will treat its principal book as an execution venue and apply this Policy accordingly. This means that, instead of the Company merely passing on indicative prices or quotes from third-party brokers or liquidity providers, it will communicate its own executable prices to the client directly.

When acting on a matched principal basis, upon receipt of an order from the client, AMWL opens an identical order in its own name with its counterparty, either on an individual basis or accumulatively (i.e., enters into back-to-back trades).

When acting on a non-matched principal basis, AMWL may execute the client order against its own principal book without immediately opening an identical matching transaction with a third-party counterparty. The Company may retain, hedge, reduce, or otherwise manage the resulting market exposure in accordance with its internal risk management framework.

For both matched and non-matched principal transactions, the Company's pricing is determined by reference to independent third-party external reference sources, market data providers, liquidity providers, brokers, market makers, exchanges, trading venues, and/or other reliable market data sources, where available. Such market data is aggregated within the Company's Market Data Database and transmitted to the MetaTrader 5 platform. Any spread, mark-up, mark-down, or pricing adjustment shall be applied only in accordance with the Pricing section of this Policy and properly disclosed to the client.

Acting as Agent. When acting as an agent, the Company will choose an execution venue that enables it to obtain, on a consistent basis, the best possible result for the execution of client orders. Where it is agreed that AMWL will not be the venue of execution for the client's order, the factors that will be considered by Trading Team in selecting the execution venue with which client orders are placed for execution in respect of a particular financial instrument, include:

- General prices available;
- Depth of liquidity;
- Relative volatility in the market;
- Speed of execution;
- Cost of execution;
- The execution venue's trading strategies;
- Quality and cost of settlement;
- Execution experience and expertise;
- Access to bespoke markets;
- Track record when trading for AMWL; and
- Creditworthiness of the execution venue, third-party broker, or liquidity provider (where applicable).

The Company conducts due diligence and reliability assessment of execution venues, third-party brokers and market counterparties it works with, in strict accordance with AMWL's Counterparty Suitability and Credit Risk Assessment Manual.

6 Order Types

The Company offers the following order types:

Market Order: Market orders are transactions meant to execute as quickly as possible at the current market price. At times of high market volatility or depending on the volume of the client's order, there may be latency between the time the order is placed and the time that the order is executed. Market orders shall be executed at the best market price available at the time of execution. In such instances, slippage may occur. AMWL applies symmetric slippage, meaning the resulting execution price may be either favorable or unfavorable to the client compared to the requested price.

Limit Order: Limit orders set the maximum or minimum price at which the client is willing to execute the order, whether it be a buy or a sell. A limit order offers the advantage of being assured that the market entry or exit point is at least as good as the specified price.

7 Best Execution Practice

Under COBS 6.5, when the Company agrees, or decides in the exercise of its discretion, to execute any transaction with or for a client in an investment, it must provide best execution in respect of any aspect of that transaction which lies outside the client's specific instructions.

AMWL operates a hybrid execution model by acting as both agent and principal. To ensure best execution in this capacity, AMWL bases its price formation on aggregated, real-time data feeds sourced from a diverse pool of top-tier external liquidity providers, ensuring that its proprietary prices accurately reflect prevailing market conditions.

The Company shall take reasonable care to determine the best overall price available for that investment under the prevailing market conditions and deal at a price which is no less advantageous to that client. In determining whether reasonable care has been taken, the Company ensures it has:

- Discounted any fees and charges previously disclosed to the client;
- Not taken a mark-up or mark-down from the price at which it executed the transaction, unless this is disclosed to the client. Where AMWL acts as a principal and applies a mark-up or mark-down to the transaction, the amount of any such mark-up or mark-down will be explicitly disclosed to the client via post-trade confirmation notes; and
- Had regard to price competition and the availability of a range of price sources for the execution of its clients' transactions.

When executing an order, AMWL takes into account the following execution factors: price, cost, speed, size, likelihood of execution and settlement, nature of the order, and any other relevant considerations.

The relative importance of these execution factors is dynamic and depends upon several variables, together known as the execution criteria:

- The characteristics of the client (including categorisation as a Professional Client or Retail Client);
- The characteristics of the client order;
- The characteristics of the financial instruments that are the subject of that order; and
- The characteristics of the execution venues to which that order can be directed.

Where the Company executes an order on a client's behalf or receives and transmits an order for execution, it will provide clients with best execution in accordance with this Policy. The Company executes each client's order in a prompt, fair, and expeditious manner and generally seeks to execute comparable orders in the sequence in which they are received, unless the characteristics of the order or prevailing market conditions make this impracticable and a deviation from this principle can be justified.

The Company uses MetaTrader 5, a multi-asset trading platform, and Loginom, an algorithmic decision-making platform, for proper client order handling and execution. Incoming client orders are received via MetaTrader 5 and are subject to pre-checks regarding the completeness and correct filling of the order form. The Order Workflow is presented in Appendix 1 of this Policy.

The Company also provides a WhatsApp Order Placement Service that allows clients to place trading orders directly from WhatsApp using a custom-built bot, leveraging the WhatsApp Business API. Orders received via the WhatsApp Order Placement Service are treated in the exact same manner as orders received directly from the MetaTrader 5 client terminal. Details regarding this service are presented in the latest version of the Compliance and Technical Procedure for WhatsApp Order Placement Service. The Company also use own developments of mobile application and email bot for providing services for order submission.

By using Loginom, the Company verifies information available in real-time regarding the price of the financial instrument to be traded and other best execution terms and conditions. The pre-trade control checks conducted via Loginom are presented in Appendix 2 of this Policy.

8 Pricing and Price Formation

Trading in a principal capacity, the Company will, unless agreed otherwise, act as the client's sole venue of execution. When executing orders on the client's behalf, AMWL will take all sufficient steps to obtain the best possible result.

When conducting AMWL's price formation, based on the parameters of the client's order, AMWL will select and assess prices provided from various execution venues and liquidity providers (i.e., brokers, banks, or other financial institutions that provide executable BID and ASK prices of financial instruments on a continuous or regular basis). AMWL takes into account the execution factors and execution criteria, determining their relative importance by using commercial judgment and experience in light of available market information.

For Retail Clients, the primary measure of best execution is "total consideration," encompassing the combined value of the execution price and all associated costs. For Professional Clients, the most common measure of best execution will also often be the combined value of price and costs. However, where a Professional Client's instructions emphasise the importance of other execution factors, these will be considered and prioritized when executing the order.

All prices quoted by AMWL are indicative unless otherwise stated as the executable Company price. Unless AMWL informs a client otherwise, prices offered to the client by AMWL are all-in prices which may be inclusive of a mark-up or mark-down. A mark-up or mark-down is the spread or charge that may be included in the final price of a transaction to compensate AMWL for the market risks taken as a principal, costs incurred, and services provided to clients.

In strict accordance with COBS 11.1.4, where AMWL applies a mark-up or mark-down to a client's transaction, the Company will explicitly disclose the amount of any such mark-up or mark-down to the client via post-trade confirmation notes.

When considering the mark-up or mark-down to be applied to a transaction with a client, AMWL will consider a variety of factors including trade size and complexity, market conditions and volatility at the time the price is determined, the relationship with the client, internal risk management requirements, and any other costs relevant to the transaction. As a result, mark-ups may be tailored to an individual client or specific transaction profile, which means that different clients may receive different prices for the same or similar transactions.

To prevent any detriment to the client, the Company has stringent internal policies and compliance oversight in place to ensure that all mark-ups or mark-downs are fair, reasonable, and do not conflict with the Company's duty of best execution. AMWL's staff are required to act honestly, fairly, and professionally at all times when determining pricing and mark-ups.

9 Other Dealing Rules

Along with Providing Best Execution, the Conduct of Business Rulebook sets other dealing rules:

1. Non-market Price Transactions

In general, the Company arranges client`s transactions at the prevailing market price. Failure to do so may result in the Company participating, whether deliberately or unknowingly, in the concealment of a profit or loss, or in the perpetration of a fraud.

A non-market price transaction is a transaction where the dealing rate or price paid by the Company or its client differs from the prevailing market rate or price to a material extent or the Company or its client gives materially more or less in value than it receives in return.

The Company shall facilitate transactions at the prevailing market price. The Company does not arrange a non-market price transaction in any capacity, with or for a client, unless it has taken reasonable steps to ensure that the transaction is being entered into by the client for a proper purpose.

2. Orders Aggregation and Allocation

In general, the Company may aggregate an order for a client with an order for other clients or with an order for its own account.

The Company has in place written standards on order aggregation:

- aggregation of orders is possible only where it is unlikely that the aggregation operates to the disadvantage of any of the clients whose transactions have been aggregated;
- the Company has disclosed in writing to the client that his/she order may be aggregated and that the effect of the aggregation may operate on some occasions to his/her disadvantage;
- the Company has made a record of the intended basis of allocation and the identity of each client before the order is effected; and

If the part or all of the aggregated order has been filled, the Company has in place written standards on investments allocation:

- promptly allocate the investments concerned;

- allocate the investments in accordance with the stated intention;
- ensure the allocation is done fairly and uniformly by not giving undue preference to itself or to any of those for whom it dealt; and
- make and maintain a record of: (i) the date and time of the allocation; (ii) the relevant investments; (iii) the identify of each client concerned; and (iv) the amount allocated to each client and to the Company recorded against the intended allocation as required in Conduct of Business Rulebook Rules.

3. Churning

The Company does not execute a transaction for a client in its discretion or advise any client to transact with a frequency or in amounts to the extent that those transactions have no commercial purpose other than to obtain a benefit from transaction volumes. Some of the key mitigating factors for Churning will be as follows:

- Confirmation to clients on the transactions done;
- Recruitment of high quality and qualified employees;
- Effective handling of clients/customers complaints;
- Risk based compliance monitoring programme.

4. Timely Execution

Once the Company has agreed or decided to enter into a transaction for a client, it must do so as soon as reasonably practical. The Company may postpone the execution of a transaction if it has taken reasonable steps to ensure that it is in the best interests of the client. Some of the key mitigating factors for ensuring timely execution of client orders will be as follows:

- Confirmation to clients on the transactions done.
- Transactions executed by an independent team.
- Recruitment of high quality and qualified employees.
- Effective handling of clients/customers complaints.
- Risk based compliance monitoring programme.

5. Fairly and in Due Turn

The Company must deal with own account transactions and client transactions fairly and in due turn. Checks on any potential conflicts of interest will be performed along with a risk-based compliance monitoring programme.

6. Averaging of Prices

The Company may execute a series of transactions on behalf of a client within the same trading day or within such other period as may be agreed in writing by the client, to achieve one investment decision or objective, or to meet transactions which it has aggregated. If the Company does so, it may determine a uniform price for the transactions executed during the period, calculated as the weighted average of the various prices of the transactions in the series. When aggregating transactions the Company will ensure:

- that the aggregation will not operate to the disadvantage of any of the clients whose transactions have been aggregated;
- it has disclosed in writing to the Client that his order may be aggregated and that the effect of the aggregation may operate on some occasions to his disadvantage; and

- it has made a record of the intended basis of allocation and the identity of each client before the order is effected.

7. Timely Allocation

The Company must ensure that a transaction it executes is promptly allocated. The allocation must be:

- in accordance with the stated intention;
- to the account of the client on whose instructions the transaction was executed;
- done fairly and uniformly by not giving undue preference to itself or to any of those for whom it dealt;
- in all other cases, to the account of the Company.

The Company must make and maintain a record of:

- the date and time of the allocation;
- the relevant Investments;
- the identify of each client concerned; and
- the amount allocated to each client and to itself recorded against the intended allocation.

10 Confirmation Notes

When the Company executes a transaction in an investment for a client or with a counterparty, it must ensure a confirmation note is sent to the client or counterparty as soon as possible and in any case no later than two business days following the date of execution of the transaction.

Where the Company has executed a transaction or series of transactions (averaging of prices transaction), the Company must send a confirmation note relating to those transactions as soon as possible, but no later than two business days following the last transaction.

The confirmation note must include the details of the transaction in accordance with the COBS. The Company must include the following general information:

- the Company's name and address;
- whether the Company executed the transaction as principal or agent;
- client's name, account number or other identifier;
- description of the investment or fund, including the amount invested or number of units involved;
- whether the transaction is a sale or purchase;
- the price or unit price at which the transaction was executed;
- if applicable, a statement that the transaction was executed on an Execution-only basis;
- the date and time of the transaction;
- the total amount payable and the date on which it is due;

- the amount of the Company charges in connection with the transaction, including commission charges and the amount of any mark-up or mark-down, fees, taxes or duties;
- the amount or basis of any charges shared with another person or statement that this is made available on request.

The Company guarantees its clients transparency with regard to fees, commissions and monetary and/or non-monetary benefits paid or received in relation to the services provided. Trade confirmations will include all details of trade settlement including fees and commissions applied.

11 Records of Orders and Transactions

The Company has obligation to record the details set out hereunder, whenever it (i) receives a client order or makes a discretionary decision to deal (ii) executes a transaction or (iii) passes a client order to another person for execution. The records are to be maintained for 6 years from the date of the order.

When receipt of client order or discretionary decision to transact, the Company must record:

1. the identity and account number of the client;
2. the date and time in the jurisdiction in which the instructions were received or the decision was taken by the Company to deal;
3. the identity of the employee who received the instructions or made the decision to deal;
4. the investment, including the number of or its value and any price limit; and
5. whether the instruction relates to a purchase or sale.

When executing a transaction, the Company must, make a record of the following in respect of each Transaction:

1. the identity and account number of the client for whom the transaction was executed;
2. the name of the counterparty;
3. the date and time where the transaction was executed;
4. the identity of the employee executing the transaction;
5. the Investment, including the number of instruments or their value and price;
6. whether the transaction was a purchase or a sale, long, short, buyer, seller or other relevant position.

When passing a client order to another person for execution, the Company must record:

1. the identity of the person instructed;
2. the terms of the instruction;
3. the date and time that the instruction was given.

12 Record Keeping: Voice and Electronic Communications

Conversations and communications related to receiving, transmitting or executing client orders are made by the Company in electronic format. Instructions may be received from clients via several forms of media e.g. over the phone, email, or other electronic forms.

The Company takes all reasonable steps to record and retain copies of all voice and electronic communications that relate to the reception, transaction, and execution of client orders. This may include any communications that are made with, sent from, or received on equipment: provided by the Company to an employee or contractor; or used by an employee or contractor e.g. a privately owned device, which the Company has accepted or permitted prior to its use.

The form in which record is maintained depends on how the instruction has been received. The Company must retain the records all voice and electronic communications for six years from the date on which the order is allocated.

The Company's order and execution records are retained for a minimum of 6 years. All such records are maintained in, or capable of being reproduced promptly in, comprehensible form and are secured so as to prevent unauthorised alteration.

13 Monitoring and Review

The Company, on an on-going basis, monitors the effectiveness of its execution arrangements and Policy in order to identify and, where appropriate, correct any deficiencies. The Company will assess on a regular basis whether the execution venues, third party brokers (systematic internalisers) and other liquidity providers included in this Policy provide for the best possible result for the client or whether the Company needs to make changes to its execution arrangements. The Company regularly assesses the venues available for different products, taking into account factors such as liquidity and pricing offered, credit and settlement risk, actual vs expected performance in relation to latency, fill rates, price improvements, liquidity, market share and resilience.

The way in which AMWL conducts its monitoring will vary in some cases depending on asset class, please refer to product specific appendices for further information. As part of its monitoring activity, AMWL will aim to identify and correct any deficiencies. Any such review will generally be based on aggregated information, whether by market, transaction type, client or any other classification the Company determines to be relevant and will not generally operate on a transaction by transaction basis.

Accordingly, this Policy and execution arrangements will be reviewed at least on an annual basis, and will also be carried out whenever a material change occurs that affects the Company's ability to continue to obtain the best possible result for clients. If, as a result of any review, the Company makes any material changes to its Order Execution Policy or execution arrangements, the Company must notify clients of such changes. Where clients wish to query the execution of one or more of client`s orders, the clients may ask AMWL to demonstrate that it has executed order in compliance with the Policy.

Poor Execution. If there are cases of poor execution identified, the Company shall investigate promptly and take remedial action where necessary. If the Company determines that an execution venue is not providing best execution in accordance with this Policy, it will be removed from the list of authorized third parties unless and until such execution has improved.

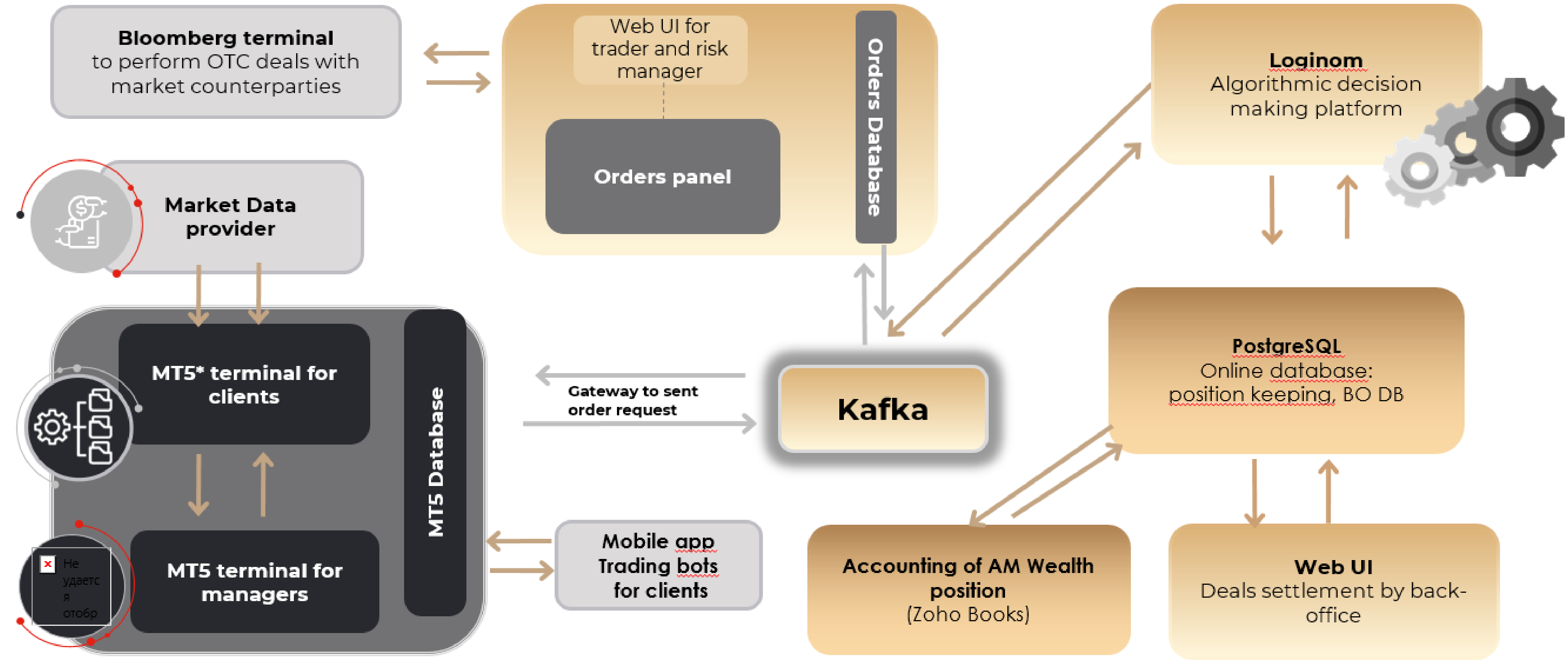
14 Final Provisions

The Company shall regularly assess the effectiveness of its Order Execution Policy and its order execution agreements in order to identify and implement any necessary improvements. The Company shall also carry out a review whenever a material change occurs affecting its ability to obtain the best possible result for its clients.

This Policy must be regularly reviewed and updated at least annually. The initial version of the Policy must be approved by the Board of Directors. All further updates must be approved by the Policy`s owner and the CEO.

This Policy is non-confidential document and shall be disclosed on the Company website.

Appendix 1. Order Workflow



*MetaTrader 5 (MT5)

Appendix 2. Loginom Controls