

**POLICY FOR EXECUTING CLIENTS' ORDERS AND FOR TRANSMITTING/PLACING ORDERS
OF AVUS CAPITAL LTD.**

Section I. GENERAL PROVISIONS

Article 1. (1) The present policy governs the relations between clients and Avus Capital Ltd., hereinafter referred to as the "**INVESTMENT INTERMEDIARY**", in relation to the execution of orders placed by clients under Art. 34 of Ordinance No. 38 dated 25.07.2007 on the requirements to the activity of investment intermediaries (Ordinance No. 38) in sections two to five, respectively the transmission/submission of orders for execution by other persons under section six. Sections two to five of the present policy include rules, requirements, restrictions on the execution of clients' orders, including the rules, requirements, restrictions for combining orders and policy for division of the combined orders and transactions, and section six shall include rules and requirements when orders transmitted or submitted by the INVESTMENT INTERMEDIARY are executed by another party.

(2) When the INVESTMENT INTERMEDIARY manages client portfolios and/or receives and transmits orders and at the same time executes the received orders or the decisions for transactions in portfolio management, the rules of sections two to five of the present policy shall apply.

(3) This policy for the execution of clients' orders and transmitting/placing orders is adopted on the basis of Art. 30, Para. 2 of the Law on Markets in Financial Instruments (LMFI) and Art. 4, Para. 1, Art. 3, Para. 3, item 2 and Art. 37, Para. 1, item 3 of Ordinance No. 38.

(4) Pursuant to section two to five of the present policy, "execution of orders on behalf of clients" shall be the performance of actions aimed at the conclusion of transactions for the purchase or sale of one or more types of financial instruments on a client's behalf and at their account.

Art. 3. (1) The present policy shall be provided to retail clients on a durable medium pursuant to Ordinance No. 38 right at the conclusion of a contract with the INVESTMENT INTERMEDIARY under to Art. 27, Para. 1 of LMFI in order to become acquainted with its conditions, i.e. before the INVESTMENT INTERMEDIARY starts providing services, which include the execution of orders on their behalf, respectively the transmission/placement of orders for execution by another person, whereby the latter should clearly give their prior consent to the current policy adopted by the INVESTMENT INTERMEDIARY, incl. section six in the contract concluded with the INVESTMENT INTERMEDIARY. The information in the preceding sentence may also be provided via the website of the INVESTMENT INTERMEDIARY when it does not meet the requirements for a durable medium, if the conditions of Art. 15, Para. 2 of Ordinance No. 38 are met.

(2) The policy shall apply only to clients who have signed a contract under Article II. 27, Para. 1 of LMFI, whereby the policy set out sections two to five shall apply to implementing an order placed by the client and in the cases of Art. 1, Para. 2, and under section six it is under the conditions of Art. 22 in section six.

(3) If the client refuses to give their prior consent under the previous paragraph, the INVESTMENT INTERMEDIARY may not execute orders on their behalf, and the client shall be informed about this by virtue of the policy.

Art. 4. (1) The INVESTMENT INTERMEDIARY shall annually review the policy for execution of client's orders and the agreements for execution of orders (in sections two to five), as well as the policy in section six.

(2) The revision under preceding paragraph shall take place in case of any major change that could affect the ability of the INVESTMENT INTERMEDIARY to continuously deliver the best results for the execution of clients' orders by using the places of performance included in the policy for execution of orders under sections two to five, as well as in case of any major changes that could affect the intermediary's ability to provide the best results for its clients under section six.

Art. 5. (1) (Amended with a decision by the Managers, dated 12.04.2016) The INVESTMENT INTERMEDIARY shall be required to execute clients' orders in accordance with the rules of the present policy and to duly notify the client about changes to the present policy.

(2) (Amended with a decision by the Managers, dated 12.04.2016) Upon the client's request, the INVESTMENT INTERMEDIARY shall prove that it has complied with the present policy.

Art. 6. (1) (Amended with a decision by the Managers, dated 12.04.2016) The INVESTMENT INTERMEDIARY shall monitor the effectiveness of the policy for execution and, whenever possible, remove the deficiencies found. The INVESTMENT INTERMEDIARY shall periodically check whether the places of execution of orders included in the policy for the execution of orders provide the best execution of the clients' orders, and whether changes are required.

(2) (Amended with a decision by the Managers, dated 12.04.2016) The INVESTMENT INTERMEDIARY shall also constantly monitor the effectiveness of the policy under sections seven and eight, including the quality of performance by the persons under these sections, and, whenever necessary, shall take measures to eliminate any irregularities.

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Section II. CLIENTS' SPECIAL INSTRUCTIONS

Art. 7. By virtue of the present policy, the INVESTMENT INTERMEDIARY shall clearly and explicitly warn its clients that any special instructions by the client may prevent the INVESTMENT INTERMEDIARY from taking the necessary actions to achieve the best possible result when executing client's orders in accordance with the policy for the execution of orders, regarding the part of the order to which the special instructions refer.

Section III. DESCRIPTION OF THE RELATIVE IMPORTANCE OF THE FACTORS FOR PERFORMANCE

UNDER ART. 30 OF LMFI SPECIFIED BY THE INVESTMENT INTERMEDIARY IN ACCORDANCE

WITH THE CRITERIA UNDER THIS SECTION

Art. 8. (1) Under the present policy, the factors for the execution of clients' orders shall be: the INVESTMENT INTERMEDIARY executes the client's order to the best interest of the client. The INVESTMENT INTERMEDIARY has fulfilled this obligation if it has made reasonable efforts to establish the best price for the client under the terms of the order, costs, possibility for execution and any other circumstances related to the execution of the order. If the client has given specific instructions, the INVESTMENT INTERMEDIARY shall execute the order in accordance with these instructions.

(2) Upon the execution of clients' orders, the INVESTMENT INTERMEDIARY shall take into account the relative importance of the performance factors under the previous paragraph, taking into consideration the following criteria:

1. the client's characteristics, including whether it is classified as retail or professional;
2. the characteristics of the client's order;
3. the characteristics of the financial instruments which are the order's object;
4. the characteristics of the execution places to which the order can be forwarded for execution.

(3) The INVESTMENT INTERMEDIARY has fulfilled its obligation to achieve the best results for its clients, if it has executed the order or a specific aspect of the order following the client's specific instructions.

Description of the factors according to the criteria of Art. 8, Para. 2

Art. 9. (1) The INVESTMENT INTERMEDIARY shall execute clients' orders under the following conditions:

1. Immediate and accurate registration and allocation of orders for execution;

2. Immediate execution following the order of receipt of identical clients' orders except for the cases when the characteristics of the order or prevailing market conditions make this impracticable, or the interests of the client require otherwise;

3. The INVESTMENT INTERMEDIARY shall inform the retail client about objective obstacles to the precise execution of the orders immediately after becoming aware of them.

(2) When the INVESTMENT INTERMEDIARY has undertaken to organize and monitor the settlement of an order, they shall take the necessary steps to ensure that all clients' financial instruments or funds received from the settlement shall be accurately transferred to the respective clients' accounts.

(3) An INVESTMENT INTERMEDIARY shall not abuse information about pending client orders and shall take all necessary measures to prevent such abuse by any person employed by it.

Art. 10. (1) (Amended with a decision by the Managers, dated 12.04.2016) The company shall receive orders from clients, including through proxies, only if the requirements of Ordinance No 38 have been met.

(2) (Repealed by a decision by the Managers, dated 12.04.2016)

Art. 11. (1) (Supplemented with a decision by the Managers, dated 12.04.2016) An INVESTMENT INTERMEDIARY may not execute a client's order, if the client or their representative respectively refuses to sign the declaration under Art. 35, or declares that the transaction which is subject to the order represents a concealed purchase or sale of financial instruments. The refusal under the first sentence shall be certified by virtue of a separate document signed by the client.

(2) The INVESTMENT INTERMEDIARY may not execute an order if it is declared or finds out that the financial instruments which are subject of the sale order are not available in the client's account or are blocked in a depository institution, as well as if they have been pledged or under injunction.

(3) The prohibition under Para. 2 in respect of pledged financial instruments shall not apply in the following cases:

1. the holder has been notified of the pledge and has expressly agreed to acquire the pledged financial instruments; an explicit agreement has been given by the secured creditor in the cases pursuant to the Special Pledges Act;

2. The pledge is established over a total pursuant to the Special Pledges Act.

(4) The prohibition under Para. 2 regarding an order for the sale of financial instruments which are not available in the client's account shall not apply in the cases provided for by an ordinance.

(5) The INVESTMENT INTERMEDIARY may not execute a client's transactions if it would lead to a violation of LMFI, the Law Against Market Abuse with Financial Instruments (LMAFI), the Law on the Companies with Special Investment Purpose or other applicable acts.

(6) (Supplemented with a decision by the Managers, dated 12.04.2016) The INVESTMENT INTERMEDIARY shall not execute a client's order if the client fails to provide the funds necessary for the payment of the transaction which is the subject of the order at the time of the order, unless the client certifies that they will comply with their obligation to pay, as well as in other cases provided for in an ordinance and in accordance with the requirements of the Law to Restrict Cash Payments.

Art. 12. (1) The INVESTMENT INTERMEDIARY shall conclude transactions with financial instruments on clients' account under the best conditions and with endeavours to achieve the best performance in accordance with the order placed by the client.

(2) Upon the completion of an order placed by a retail client, the best execution shall be determined by the total value of the transaction, including the price of the financial instrument and the costs associated with its execution. Costs associated with the execution shall include all costs that are directly related to the execution of the order, including charges of the place of execution, clearing and settlement fees, as well as other fees and charges payable to third parties involved in the execution of the order.

(3) In order to achieve the best performance in cases where there is more than one competitive place for the execution of orders and when comparing and assessing the results which may be achieved for

the retail client by executing the order at any of the execution places specified in the present policy, which are appropriate for its execution, the commissioner fee and the execution costs of the order for each of the possible execution places shall be taken into consideration.

(4) In the cases under Para. 3 (there is more than one competitive place for the execution of an order) and a client has placed an order under Art. 34, Para. 1 of Ordinance No. 38, which explicitly specifies the place of execution (Art. 34, Para. 1, item 7 of Ordinance No. 38), the INVESTMENT INTERMEDIARY shall in accordance with Article II. 8, Para. 2 of the present policy follow the client's specific instruction regarding the place of execution.

(5) When executing client's orders, in case there is more than one competing execution place, the INVESTMENT INTERMEDIARY may not set or receive commissions in ways that obviously unfairly differentiate the different execution places.

Art. 13. (1) Under the present policy, the INVESTMENT INTERMEDIARY shall be required to achieve the best possible result for the client IP, whereby in fulfilment of this requirement:

1. The INVESTMENT INTERMEDIARY shall execute its clients' orders as soon as possible, unless this would be obviously disadvantageous to the clients.

2. In case of a client's limit order (an order to buy or sell financial instruments in a fixed volume at a fixed or a better price), the INVESTMENT INTERMEDIARY shall execute the order by making reasonable efforts to achieve a price better than the fixed one, but never lower than the price specified by the client.

(2) If a client places a limit order pursuant to Para. 1, item 2 for shares admitted to trade on a regulated market, which is not executed immediately under the prevailing market conditions, the INVESTMENT INTERMEDIARY shall be required, unless the client has expressly requested, to facilitate the earliest possible execution of the given order by announcing it in public in a way accessible to the other market participants.

(3) The obligation under Para. 2 shall be considered to be fulfilled by the INVESTMENT INTERMEDIARY upon the transmission of the limited order to a regulated market and/or a MTF.

(4) Under the present policy, the INVESTMENT INTERMEDIARY may not fulfil the obligation under Para. 3 only if the volume of the order does not correspond to the normal market volume and this deviation from the obligation of the INVESTMENT INTERMEDIARY under paragraph 3 is explicitly provided for in an ordinance.

Art. 14. (1) Under the present policy, the INVESTMENT INTERMEDIARY may not:

1. carry out transactions on clients' account whose volume, frequency, prices or counterparties may have been regarded to have been defined exclusively in the INVESTMENT INTERMEDIARY's interest.

2. buy on its own account financial instruments for which a client has submitted an order for purchase, and sell them to clients at a price higher than the price at which it bought them;

3. (Amended with a decision by the Managers, dated 12.04.2016) perform actions with money and clients' financial instruments which are not authorized by the client;

4. sell on its own or on others' behalf financial instruments that the INVESTMENT INTERMEDIARY or its client do not possess, except under an ordinance;

5. participate in the execution, including as a registration agent, of hidden purchases or sales of financial instruments;

6. receive part of or all the benefit, if the INVESTMENT INTERMEDIARY has concluded and executed the transaction on terms more favourable than those specified by the client;

7. carry out activities in any other way that threatens the interests of its clients and the execution of their orders or the stability of the market of financial instruments.

(2) The prohibition under Para. 1, item 1 shall not apply to transactions for whose execution the client has given explicit instructions or has initiated.

(3) The prohibition under Para. 1, item 2 shall apply to the managers and controllers (if any) of the INVESTMENT INTERMEDIARY, to those managing its activity, and to all persons employed by it, as well as to any persons related to them.

(4) If upon executing an order the INVESTMENT INTERMEDIARY ascertains a conflict of interest, it shall execute the order by strictly following the policy for handling conflicts of interest, about which the client is informed in the General Terms and Conditions of the INVESTMENT INTERMEDIARY.

Art. 15. (1) Under the present policy, the INVESTMENT INTERMEDIARY shall not be allowed to enter into securities funding transactions with its clients' financial instruments which it holds, or otherwise use such financial instruments on its own account or on another client's account, unless the client has given their prior explicit consent for the use of their financial instruments under certain conditions, and the use of the financial instruments meets these conditions. The consent under the preceding sentence shall be given in writing, if the client whose financial instruments are used is a retail one.

(2) The INVESTMENT INTERMEDIARY may not enter into securities transactions with clients' financial instruments held in a general client account with a third party, or otherwise use such clients' financial instruments on its own account, or on someone else's account. The prohibition under the first sentence shall not apply if the requirements under Para. 1 and at least one of the following conditions is met:

1. all clients whose financial instruments are held together in a joint account have given their explicit agreement in accordance with Para. 1;

2. the INVESTMENT INTERMEDIARY shall establish procedures ensuring that only the financial instruments of clients who have given their prior explicit consent in accordance with Para. 1 shall be used, as well as control mechanisms for compliance with this requirement. By virtue of the present policy, the client shall be notified that such procedures are provided in the Internal Organization Regulations of the INVESTMENT INTERMEDIARY and the internal control provisions.

(3) In the cases under Para. 2, the records kept by the INVESTMENT INTERMEDIARY shall include information about the client upon whose order financial instruments have been used, as well as the number of financial instruments used for each client in order to achieve correct the distribution of possible losses.

(4) Before concluding a transaction for funding securities with subject financial instruments held on a retail client's behalf, or before using these financial instruments in any other way on its own account or on another client's account, the INVESTMENT INTERMEDIARY shall provide the retail client with clear, complete and accurate information about its duties and responsibilities in connection to the use of financial instruments, including the conditions for their return and the associated risks, on durable medium and in sufficient time before the use of the financial instruments.

Restrictions and requirements for combining orders

Art. 16. (1) Under the present policy, the INVESTMENT INTERMEDIARY shall not execute a client's order or a transaction on its own account by combining it with other clients' orders, unless the following conditions are met:

1. the combination of orders and transactions will not be detrimental to any of the clients whose orders are combined;

2. the INVESTMENT INTERMEDIARY has explained to each client whose order is to be combined that the combination could be disadvantageous to the client in relation to the particular order;

3. the INVESTMENT INTERMEDIARY has adopted and effectively implemented a policy for the allocation of orders that contains sufficiently detailed and clear conditions for the fair division of the combined orders and transactions, which specifies how the volume and price of orders define their separation, as well as a settlement on partial performance cases. The policy under the previous sentence is laid out in the next section of the present policy;

4. the client's order allows partial execution;

5. the combined order itself allows partial execution.

(2) Under the present policy, the combined order under Para. 1 may include only orders whose combination does not violate the requirements established for order execution, incl. the requirements of Art. 13 on the execution of orders as soon as possible at its set price in case of a limited order.

Section IV. POLICY FOR DIVIDING CLIENTS' ORDERS WHEN THERE IS A COMBINATION OF ORDERS, ON THE INVESTMENT INTERMEDIARY'S OWN ACCOUNT

Art. 17. (1) In the cases under the preceding paragraph, when a combined order is executed in accordance with the present policy, the INVESTMENT INTERMEDIARY shall implement rules for the equitable division of the combined orders and transactions established in the present article and the following ones.

(2) When the INVESTMENT INTERMEDIARY combines a client's order with other clients' order/s and the combined order is completely executed, it shall allocate the related transactions – the result of the order's execution, according to the following rules:

1. The result of the transaction – the result of the execution of the combined order, shall only be distributed among the orders included in the combined order.

2. The combined order shall be distributed according to the exact volume (number) of financial instruments of the submitted orders included therein. Thus, upon distribution the clients whose orders were included in the combined order shall receive as execution the exact number (volume) of financial instruments which corresponds to the order they have placed, since the combined order has been completely executed.

3. The transaction – result of execution of the combined order has been executed at a particular price, which is valid for all transactions included in the combined order. Thus upon distribution, since the combined order has been completely executed, the clients whose orders were included in the combined order and in the case of Art. 13, Para. 1, item 2 of the present policy in strict compliance with this rule shall receive upon distribution the price of the transaction (result of the execution of the combined order) which is equal to or better than the price of the order they have placed. In the cases under the previous sentence the benefit, if there is such, shall belong to the client.

(3) When the INVESTMENT INTERMEDIARY combines a client's order with other clients' order/s and the combined order is partially executed, it shall distribute the related transactions (result of the execution) according to the following rules:

1. Upon the division of the combined order, the result of the transaction (the execution of the combined order) shall be distributed according to the order of receipt of client orders, whereby the Para. 1 shall apply up to the volume (quantity) of the financial instruments (result of the combined order) pursuant to the requirement of LMFI for the execution of clients' orders according to their order of receipt. Thus upon distribution, depending on the order of receipt of orders by the INVESTMENT INTERMEDIARY, the clients receive volume (number) and price up to the volume (quantity) of the financial instruments available from the transaction, which is the result of the execution of the combined order under the rules of Para. 2, and when the volume (number) of financial instruments available from the transaction concluded as a result of the combined order is exhausted – the remaining order shall not be included in the distribution (distribution of the combined order).

2. Upon distribution resulting from the partial execution of the combined order, it is possible for order one to fall in the case when part of its volume (number) of financial instruments fits in the volume of the united deal, and the rest is above this volume (number). In this case, it is included in the distribution, which is executed under Para. 1, but only partially regarding the volume (number) of financial instruments possible as per under Para. 1.

Art. 18. (1) Under the present policy for the separation of orders, if the INVESTMENT INTERMEDIARY has combined a transaction on its account with one or more clients' orders, the INVESTMENT INTERMEDIARY shall not separate the concluded transactions in a way that is detrimental to the client.

(2) When the INVESTMENT INTERMEDIARY combines a client's order with a transaction on its own account under the previous paragraph and the so combined order is partially executed, the obligation under the preceding paragraph shall be executed, whereby the INVESTMENT INTERMEDIARY shall distribute the client's transaction with priority. In case the INVESTMENT INTERMEDIARY can reasonably prove that without the combination it would have been impossible to execute the client's order under such favourable terms or the execution would have been completely impossible, it can distribute the concluded transaction proportionately between itself and the client in accordance with the policy under the previous article.

(3) The INVESTMENT INTERMEDIARY shall not carry out redistribution of the transactions on its own account, executed together with clients' orders, when this would be detrimental to the client. The procedure under the first sentence is part of the policy of separation of orders.

Section V. PLACES OF EXECUTION OF CLIENTS' ORDERS

Art. 19. (1) Under the present policy, the places for execution of clients' orders, on which the INVESTMENT INTERMEDIARY relies to a large extent for achieving the best execution of client's orders, may be:

1. regulated market
2. multilateral trading system
3. OTC market

(2) Order execution outside a regulated market shall only be performed if the legislation allows the trading of the respective financial instrument for which the order is placed, and execution on an OTC market shall be possible if the client has been informed in advance and given their explicit consent and it would be possible to achieve a better price and lower execution cost considering the volume, the price and the cost of execution when executing a specific client's order.

Art. 20. (1) The regulated market is a multilateral system organized and/or managed by a market operator which brings together or facilitates the encounter of interests for the purchase and sale of financial instruments of a number of third parties through the system and in accordance with its non-discretionary rules, the result from which is the conclusion of a contract relating to financial instruments admitted to trade under its rules and/or systems, licensed and functioning regularly in accordance with the requirements of LMFI and the legislation for its implementation.

(2) A regulated market is any multilateral system that is licensed and operated in accordance with the requirements of Title III of Directive 2004/39/EC of the European Parliament and the Council.

(3) The benefits of the place of execution under the preceding paragraph is that it provides transparent and non-discretionary rules that enable fair and orderly trade and objective criteria for the efficient execution of orders for the conclusion of transactions with financial instruments and there are rules and procedures for clearing, settlement and guarantee of transactions concluded on the regulated market, and that it ensures the availability of public information. In certain cases, the place under the first sentence may not be appropriate due to the volume, price and the costs for the execution the specific order.

Art. 21. (1) The multilateral trading system is a multilateral system organized by the INVESTMENT INTERMEDIARY or a market operator, which combines together opposite orders of third parties for the purchase and sale of financial instruments within the system and pursuant to rules that do not allow possibility for discretion when combining the opposing orders and where such combination would lead to the conclusion of a transaction in accordance with the provisions of Chapter III, Section IV of the LMFI.

(2) The advantages of the place of performance under the previous paragraph are that it ensures orderly trading, objective criteria for the execution of the orders, availability of information to the public, , which allows taking informed investment decisions, and provides conditions to facilitate the

settlement of transactions concluded through it. In certain cases the place under the first sentence may become inappropriate due to the volume, price and the cost for execution of a particular order. Another disadvantage is that if the financial instruments admitted for trade on a regulated market are traded on multilateral trading system without the consent of the issuer, it is not required to disclose the information regarding the multilateral system provided for in the Law on Public Offering of Securities against market abuse with financial instruments and the legislation for their implementation.

**Section VI. SPECIFIC PROVISIONS REGARDING CLIENTS' ORDERS WHEN TRADING VIA THE
ELECTRONIC PLATFORM**

Art. 22. When the company allows its clients to trade contracts for differences, incl. currency and derivatives with underlying assets, stocks, futures and indexes by using the electronic trading platform, the specific provisions set out in the present section shall apply.

Art. 23. (Supplemented by a decision of the Managers according to the Minutes dated 02 April 2014, amended by a decision of the Managers dated 12.04.2016) In order to trade on the platform and use its features, it is necessary to conclude a contract pursuant to Art. 35 of the General Terms and Conditions of Avus Capital Ltd. Upon the conclusion of the contract the client shall receive a username and password which enable them to inclusion into the electronic platform under the present section on the following websites: www.trader.bg, www.trading212.com, and www.iTrend.com.

Art. 24. (1) (Supplemented and amended by a decision of the Managers dated 12.04.2016) Under the present section, the orders of the clients of Avus Capital Ltd. shall be received and executed by it via the electronic trading platform. Electronic trading platform under this section shall be an electronic trading system that guarantees compliance with the requirements of Ordinance No 38 and provides clients with a place for execution at the websites listed in the preceding article.

(2) (Amended by a decision of the Managers according to the Minutes dated 02 April 2014 and 12 April 2016) The client shall have direct access to the platform (system) under the preceding paragraph through the websites listed above and shall be able place orders through web, desktop and/or mobile applications that ensure their reliable identification. Upon receiving an order, the person who receives it shall check the client's identity, respectively their proxy's identity. The identity check and identification are done through user name (for iTrend.com – email) and password. The INVESTMENT INTERMEDIARY shall have the right to also use additional identity check methods for the clients/proxies upon its sole discretion.

(3) (Supplemented by a decision of the Managers according to the Minutes dated 02 April 2014) The clients' orders placed through the trading platform provided shall be executed as soon as the market reaches the price specified in the order. The client's order shall be always executed completely – when the market reaches the price specified in the order, the entire volume of the client's order shall be executed, i.e. the electronic trading platform does not allow partial order execution. The client's order under this section shall never be combined with others clients' orders under any circumstances or conditions or transactions on Avus Capital Ltd.'s own account. For each of the transactions made upon a client's order under this Section, Avus Capital Ltd. shall act as a counterparty, irrespective of the type of order – buy or sell.

(4) (Supplemented by a decision of the Managers according to the Minutes dated 02 April 2014) Disputes arising from the execution/non-execution of orders under the present section shall be referred only to Avus Capital Ltd.

Art. 25. (1) By virtue of the present section, clients shall be informed and agree that the electronic trading platform is software that may experience technical shortcomings, technical failures or other technical malfunctions related to its functioning, which could lead to delays or failure to execute orders.

(2) Upon the occurrence of a circumstance under the preceding paragraph, the client should immediately contact Avus Capital Ltd.

(3) In case of incorrect execution/non-execution of a client's order as a result of a technical malfunction in the platform, Avus Capital Ltd. shall carry out an inspection and assessment of the concluded/non-concluded transaction, and shall issue its opinion to the client within 3 days via the platform or by other means of communication (email, phone) about whether it considers the transaction final or invalid.

(4) In the case of the preceding paragraphs Avus Capital Ltd. shall not be liable for damages suffered by the client, provided that the following conditions occur cumulatively: 1. There is damage due to the improper functioning of the software of the electronic platform, caused by the wrongful behaviour of an employee of Avus Capital Ltd. or by technical problems that the latter were able to prevent, and 2. The order was executed at a price that differs significantly from the market price. "A price that differs significantly from the market price" under the previous sentence shall be a price that differs by at least three times the spread for the respective financial instrument from the prices of at least three leading global brokers and banks, specified in the General Terms and Conditions. In this case Avus Capital Ltd. shall take actions to eliminate the error (by reversal, respectively refund of the funds to the client's account up to the amount of the damage).

(5) The client shall be informed and agrees that Avus Capital Ltd. is not liable for damages suffered by the client if the malfunction in software and in the used means for communication are caused by external factors or they are caused by the intervention of third parties in the software platform or in communications used, respectively in other programs affecting the functioning of electronic platform. Avus Capital Ltd. shall not be liable for damages suffered by the client if the latter violates or fails to fulfil the technical requirements for using the platform or discloses to third parties his username and password and providing access to the platform. The exemption of liability under the above sentences shall only be limited to the actions of third parties that Avus Capital Ltd. could not prevent.

(6) Avus Capital Ltd. shall be liable if as result of the wrongful behaviour of a company's employee, a client suffers damages resulting from services provided by the electronic platform, incl. for damages resulting from errors in the texts translated by employees of the company, whereby the responsibility is limited to the amount of the damage suffered.

(7) Avus Capital Ltd. shall not be liable for damages suffered by the client, if they result from a technical failure at ISPs and hosting centres used by the company, because the occurrence of these circumstances is beyond the control of the INVESTMENT INTERMEDIARY and it is unable to prevent them.

(8) Avus Capital Ltd. shall not be liable for damages suffered by the client, if they result from: incomplete/inaccurate order placed by the client, disconnection of the client from the Internet or a fault in other communication means used by the client, technical problems in the devices used by the client or hardware and software problems with the client's computer.

Art. 26. (1) By virtue of the present section, clients shall be informed that it is possible for the quotes of certain assets, to which they have access through the electronic trading platform, to contain errors. Since the quotes provided via the electronic trading platform under this section are formed using quotes from many foreign investment intermediaries and banks, which are obtained through DDE protocol, the errors in quotes may occur due to technical errors or delays in obtaining the necessary information, and this makes the quotes incorrect (wrong). Errors in quotations are established by comparing quotes on the platform with at least three quotes of leading world brokers and banks, specified in the General Terms and Conditions.

(2) In case an evident factual error is established in a particular quote, under Para. 1, Avus Capital Ltd. may cancel the transaction executed at the corresponding incorrect quote and the consequences related thereto, resulting in profit or loss for the client, no later than 2 days after the transaction is

concluded. If cancellation is made after the expiry of the term under the previous sentence, Avus Capital Ltd. shall be liable for the damages suffered by the client as a result of cancellation (if such have been caused) and shall be obliged to compensate them up to the amount of the damage suffered.

(3) Avus Capital Ltd. shall be liable (including within the 2-day period envisaged by Para 2) for the damages suffered by the client (if any) to the amount of the damage suffered, as a result of any error in quotes that could have been prevented by due care or was caused by premeditated actions of the employees of Avus Capital Ltd. including when the error was caused by disadvantages of the electronic platform software or by an entered incorrect price as per Para 1.

(4) By virtue of the present section, the client shall be notified and agrees that the electronic platform, respectively Avus Capital Ltd., may not provide quotes at specific times, in case there are temporary technical difficulties or there are circumstances under which a trade on a given market is not allowed, hence the inability to form a quote. In this case Avus Capital Ltd. shall not be liable for damages suffered by the client.

POLICY FOR TRANSMITTING/ PLACING ORDERS FOR EXECUTION BY ANOTHER PARTY

SECTION VII. POLICY FOR TRANSMITTING/ PLACING ORDERS FOR EXECUTION BY ANOTHER PARTY

Art. 27. The rules set out in the present section apply to cases where:

1. The INVESTMENT INTERMEDIARY manages a portfolio and places orders for execution to another party making its decisions for trading financial instruments on behalf of its clients.

2. The INVESTMENT INTERMEDIARY performs activity under Art. 5 Para. 2, item 1 of LMFI and transmits its clients' orders for execution to other parties.

Art. 28. Under the present policy, when acting under Art. 22, the INVESTMENT INTERMEDIARY shall act in the client's best interest, which includes placing/transmitting orders to a third party for execution as soon as possible when:

- A circumstance exists or arises which prevents the execution of the order under Art. 22, item 2, respectively the decision taken by the INVESTMENT INTERMEDIARY in relation to the management of a portfolio under Art. 22 item 1 by the INVESTMENT INTERMEDIARY itself or

- The INVESTMENT INTERMEDIARY decides that in this way it will ensure the achievement of the best result for the client.

Art. 29. (1) In order to fulfil its obligation under the previous paragraph and the present policy, the INVESTMENT INTERMEDIARY shall make all reasonable efforts to achieve the best possible result for its clients by taking into account the factors: best price for the client (in the case under Art. 27 item 2 this is the price as per the order of the client), cost amount, likelihood of execution and all other circumstances related to the execution by the third party to whom the order is placed/transmitted for execution.

(2) Pursuant to the rules in the present section, the relative importance of each of the factors under Para. 1 shall be determined by the criteria in section three, Article 8, Para. 2, and for retail clients – according to the requirements set out in Art. 12, and the INVESTMENT INTERMEDIARY shall report whether the other party to whom the order is submitted/transmitted for execution is in a position to ensure compliance with these criteria in the implementation.

(3) In implementing Para. 1 and 2, when submitting/transmitting an order for execution to another person, the INVESTMENT INTERMEDIARY shall take into consideration whether the third party has access to the appropriate execution place where it can execute the order for a specific financial instrument, as well as the execution commissions and fees to the third party.

(4) Pursuant to Para. 1 and 2, the INVESTMENT INTERMEDIARY shall transmit/place an order for execution to another party only if that party has concluded the necessary agreements and disposes enforcement mechanisms to ensure that the INVESTMENT INTERMEDIARY complies with its obligations under this section of the present policy.

(5) Pursuant to Para. 1 and 2, the INVESTMENT INTERMEDIARY shall transmit/place an order for execution to another party only if that party possesses mechanisms for effective internal control.

Art. 30. (1) Under the present policy, when the INVESTMENT INTERMEDIARY transmits/places an order for execution to another party, it shall be entitled to receive the client information collected by the INVESTMENT INTERMEDIARY, whereby the INVESTMENT INTERMEDIARY shall be responsible for the completeness and accuracy of the information provided.

(2) Under the present policy, when the INVESTMENT INTERMEDIARY transmits/places an order to another party, it shall be entitled to receive and to rely on the recommendations (if any) provided by the INVESTMENT INTERMEDIARY to the client.

(3) The INVESTMENT INTERMEDIARY shall be responsible for the correctness of the recommendations provided to the client under the preceding paragraph (if any) and the other party shall be responsible for the execution based on the information received and the recommendations under the preceding paragraphs.

Art. 31. Section Seven shall not apply when the INVESTMENT INTERMEDIARY manages client portfolios and/or receives and transmits orders and at the same time executes the received orders or the decisions for transactions in portfolio management. In these cases, the provisions of sections two to six of the present policy shall apply.

**RULES FOR DETERMINING THE PLACES FOR EXECUTION AND THE PERSONS TO WHOM
CLIENTS' ORDERS SHALL BE TRANSMITTED**

**Section VIII. PLACES FOR EXECUTION AND THE PERSONS TO WHOM CLIENTS' ORDERS MAY BE
TRANSMITTED**

Art. 32. The places for execution under the present policy shall be those where clients' order will be transmitted and will be determined in a way that guarantees the clients' interest and compliance with the regulatory requirements.

Art. 33. When implementing the provisions of the previous article, Avus Capital Ltd. Shall comply with the following rules for determining the place of performance:

1. When selecting a place of performance, the company shall take into account those places where the financial instruments which are subject to the clients' order are traded in significant volumes and liquidity to the financial instrument is provided and whether the company has direct access to the respective place of performance or has to use another INVESTMENT INTERMEDIARY to minimize client costs.

2. Considering whether the place of performance provides factors necessary for the best possible performance under Art. 30 of LMFI, by taking into account the criteria for determining their significance as defined in Section III of the present policy.

3. The company shall take the necessary steps not to set or collect fees in a way that provide preference for some places over others.

4. The place of performance allows the company to obtain the best possible results for the execution of the client's order.

Art. 34. (1) Pursuant to Art. 32, Avus Capital Ltd. shall observe the following rules for determining the persons to whom clients' orders shall be transmitted:

1. Regarding stocks, bonds and compensatory instruments which are subject to clients' orders and are traded on a regulated Bulgarian market or a multilateral trading facility (MTF), the company shall transmit orders for execution only to an INVESTMENT INTERMEDIARY licensed by the Financial

Supervision Commission, which has access to respective place of execution – the "BSE – Sofia" or the respective MTF.

2. Regarding financial instruments other than the securities referred to in Art. 3, item 2 of LMFI, which are not traded on a regulated Bulgarian market or multilateral trading system, the company shall transmit the orders for execution only to an INVESTMENT INTERMEDIARY licensed by the FSC or the national state body within the EEC, which has access to the respective place for performance.

3. For financial instruments subject to a client's order, which are traded on the OTC market, the company shall transmit orders for execution only to an INVESTMENT INTERMEDIARY licensed by the Financial Supervision Commission, resp. to an INVESTMENT INTERMEDIARY licensed by the national government body within the EEC, which has access to the respective place for performance.

4. The INVESTMENT INTERMEDIARY to whom Avus Capital Ltd. transmits clients' orders must have the necessary execution mechanisms to ensure the fulfilment of obligations under LMFI and Ordinance No. 38 on the Requirements to the Activity of Investment Intermediaries.

5. Avus Capital Ltd. shall verify the compliance of the policy of the INVESTMENT INTERMEDIARY to which it transmits clients' orders for execution with the legislative requirements and with the present policy.

6. Avus Capital Ltd. shall constantly monitor the efficiency and execution quality of the investment intermediaries to which it transmits orders and shall remove faults, if necessary.

(2) When implementing Para. 1, the company shall specify an INVESTMENT INTERMEDIARY to whom clients' orders will be transmitted after a decision in this regard has been taken by the managers and a contract between Avus Capital Ltd. and the other party has been signed.

Art. 35. The specification of additional places for performance or parties to whom clients' orders will be transmitted and which are not included in the present policy shall be done according to the criteria and selection rules set out in Art. 32 to Art. 34 hereinabove. For that purpose, Avus Capital Ltd. shall duly update the present policy and inform its clients about updates in accordance with Art. 3 of the present policy.

FINAL PROVISIONS

Sole paragraph. The present policy was adopted by the Managers by virtue of a decision according to the Minutes dated 25 November 2013 and amended and supplemented by a decision of the Managers according to the Minutes dated 02 April 2014 and 12 April 2016.