

Trading Terms and Conditions STP/ECN

1. Introduction

- 1.1. W.G Wealth Guardian Ltd (hereinafter, “the Company”) is an Investment Firm incorporated in registered in the Republic of Cyprus with Registration Number HE354842. The Company is authorised and regulated by the Cyprus Securities and Exchange Commission (hereinafter the “CySEC”) under Licence Number and operates under the Investment Services Law of 2007 (Law 144(I)/2007), as subsequently amended from time to time (hereinafter the “Law”) as well as CySEC relevant directives and circulars as subsequently issued and amended from time to time (the “Regulations”). The investment and ancillary services that the Company is authorised to provide are described and specified in section “Provision of Investment and Ancillary Services” of these Trading Terms and Conditions (the “Agreement”).

2. Scope and Application of Trading Terms and Conditions

- 2.1. This Agreement in its entirety and its subsequent amendments shall govern the relationship between clients and the Company with regards to the provision of investment and ancillary services that the Company is authorised to provide. This Agreement and its subsequent amendments are non-negotiable and override and supersede any previous agreements between the Company and its clients.
- 2.2. The Company with this Agreement aims to provide clients with information about the Company, its services and the risks associated when dealing with in Contract for Differences (“CFDs”) and other derivative financial instruments, in a fair and non-misleading basis in order to allow clients to make an informed prior to entering into a relationship with the Company.
- 2.3. A signed agreement must always be in place to action trading of any nature. The Agreement will be furnished to the client by the Introducer/Advisor once it has been agreed that the client would like to proceed with the investment. It is mandatory that the Agreement is signed by the client before any recommendation and actions pursuant thereto are initiated.

3. Clients General Acknowledgement

- 3.1. Clients acknowledge and accept that they have read, understood and accepted these Trading Terms and Conditions in their entirety and as amended from time to time.
- 3.2. Clients acknowledge and accept that the Company's official language is English and should always read and refer to the Company's main Website in particular under "Legal Documentation" for all information and disclosures about the Company's services and activities. Translation or information provided in languages other than English in the Company's Website is for marketing and information purposes only and is not binding nor have any legal effect whatsoever and the Company bears no responsibility or liability towards the correctness of the information therein.
- 3.3. Clients acknowledge, understand and accept that this Agreement will be effected and hence the business relationship with the Company will commence, on the date on which Clients receive notice from the Company informing them that they have been accepted as the Company's Clients as otherwise the Company will inform Clients of their rejection.
- 3.4. The Company must be satisfied that all required documentation has been properly completed, submitted and received by the Company and all internal checks (e.g. Anti-money laundering checks and appropriateness and/or suitability tests where applicable) have been duly performed in a satisfactory manner. The Company reserves the right not to accept a Client as Company's Client (i.e. open Client's Account or accept funds from) if any of the required documentation is not provided. Finally, the Company reserves the right to apply and impose additional/enhanced due diligence requirements at any given when it deems it deems suitable and appropriate.
- 3.5. Clients acknowledge that upon Company's approval and consent they are allowed to open more than one Account with the Company and the Company shall be authorised to treat any and all Accounts opened as a single unit (i.e. belonging to one and the same Client).
- 3.6. Clients acknowledge and accept that the Company reserves the right to request any information or documentation where reasonably required so as the Company to comply with FATCA requirements.

4. Terms and Definitions

4.1. In this Agreement the following terms words shall have the following meanings and definitions in the singular or plural as appropriate:

Access Codes Means the credentials (i.e. login and password) provided to clients by the Company in order to have access on the Company's Trading Platform, Company's Client Portal or Website (where applicable);

Access Data Means the Client's access codes, any login code, password(s), Trading Account Number(s) and any information required to place orders via the Company's Trading Platform;

KYC Means Clients are required to provide necessary information in order to enable the Company to establish among others the clients' identification, economic profile, investment knowledge and experience and clients' categorization in accordance with the Regulations;

Agreement: Means the Trading Terms and Conditions under which the Company provides its investments and ancillary services to its Clients; which also includes the following documents that constitute an integral part of the Agreement: a) Order Execution Policy, b) Risk Disclosures, c) Client Categorisation Policy, d) Conflicts of Interest Policy, e) Privacy Policy, f) Complaints Handling Policy, g) Investor Compensation Fund and h) the Contract Specifications as these are uploaded on the Company's Main Website. All of the abovementioned documents including the Agreement are all publicly available on the Company's Main Website;

Applicable

Regulations	Means: a) CySEC rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the rules of the relevant Market; (c) The Investment Services and Activities and Regulated Markets Law of 2007, as amended, (d) all other applicable laws, rules and regulations as in force from time to time in any jurisdiction;
Ask Price	Means the price at which the Company is willing to sell a CFD or any other derivative financial instrument;
Authorised Person	Means a person duly authorised under a power of attorney to act on behalf of a Client including among others giving instructions to the Company in relation to the client's investment;
Balance	Means the total sum on the client's trading account after execution and completion of all transactions made and deposit/withdrawal operation made on the Trading Account within any period of time;
Base Currency	Means the first currency in the Currency Pair against which the Client buys or sells the Quote Currency;
Bid Price	Means the price at which the Company is willing to buy a CFD or any other derivative financial instrument;
Business Day	Means a business day that financial markets are open, other than a Saturday or a Sunday, or the 25 th of December, or the 1 st of January, or any other day which is considered as public holiday in the Republic of Cyprus or elsewhere that is announced on the Company's website;
CFD	Means a Contract for Differences;
Client	Mean every person (natural or legal) to whom the Company provides investment services and who has completed the online account registration procedure;
Client Account	Means any and all personalised accounts which a Client holds with the Company for trading in CFDs and other derivative financial instruments offered by the Company and which are governed by the Agreement;

Client Information Means any information or documentation that Clients provide and submit to the Company or otherwise obtained by the Company which is related to them, their Account(s) or the provision or use of the Company's services;

Company's Main Website www.wguardian.com or any other website that may be used by the Company from time to time;

Company – Means W.G Wealth Guardian Ltd with a registered Address at 61 Omirou Street, Joanna Court, Office 203, Mesa Geitonia, 3096, Limassol, Cyprus
And is a Private Limited Financial Services Company, registered under the Company Laws of the Republic of Cyprus with Registration Number HE3548429 and is Authorised and regulated by the Cyprus Securities and Exchange Commission under Licence Number.....

Company's Contact Details:

Address: 61 Omirou Street,
Joanna Court,
Office 203,
Mesa Geionia,
3096,
Limassol,
Cyprus
Phone: + 357 22021228
Fax: +357 22021057

Email: info@wguardian.com

Website: www.wguardian.com

Completed Transaction Means two counter positions/transactions of the same size in different directions (i.e. opening a position and closing the position) buying then selling or selling and then buying;

Contract

Specifications	Means trading information and details (such as Spread, Lot Size, Margin Requirements, Swaps etc.) for each type of Financial Instrument offered by the Company as determined on the Company's Website from time to time;
Currency of the Trading Account	Means the currency that Clients choose when opening a Trading Account or converted into at clients' choice after the opening of the Trading Account;
Currency Pair	Means the object of a Transaction based on the change in the value of one currency against the other;
CySEC	Means The Cyprus Securities and Exchange Commission, whose offices are located at 27, Diagorou Str. CY-1097, Nicosia, Cyprus (phone: +357 22506600, fax: +357 22506700 website: www.cysec.gov.cy) and which is the Company's supervisory authority;
Durable Medium	Means any instrument which enables the client to store information addressed personally to him in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;
Eligible Counterparty	Means an "Eligible Counterparty" as defined in the Client Categorisation Policy
Equity	<p>Means: Balance + Floating Profit – Floating Loss</p> <p>Or Balance +/- Open Positions +/- Swap +/- Financing – Commission</p> <p>Or Balance + Floating Profit & Loss + Swap</p>
FATCA	Means the Foreign Account Tax Compliance Act;
Financial Instruments	Means the Financial Instruments offered by the Company
Free Margin	Means the funds in the Clients' Trading Account that can be used to open a position and is calculated as Equity –Margin;

Introducer	Means every person (natural or legal) who is remunerated and receives a fee from the Company and/or Clients for the provision of services based on an “Introducers Agreement” entered between the related Parties. The provisions of the “Introducers Agreement” include among others for the Introducer to introduce prospective clients to the Company for the provision of Investment Services and to act as a mediator for the conclusion of an agreement between the Company and prospective Clients;
Margin	Means the necessary guarantee funds (i.e. required funds) to open positions or to maintain open positions, as determined in the Contract Specifications for each Financial Instrument;
Margin Level	Means the percentage of Equity to Margin ration and is calculated as $(\text{Equity}/\text{Margin}) * 100\%$;
Multilateral Trading Facility (MTF)	Means a multilateral system operated by an CIF or market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments - in the system and in accordance with its non-discretionary rules - in a way that results in a contract;
Open Position	Means any position/transaction which is not a Completed Transaction;
Order	Means any instruction from Clients to the Company to open or close a position on the Company’s Trading Platform;
Parties	Means the parties to this Agreement (i.e. Company and Client);
Power of Attorney	Means the power to authorise a third party to act on behalf of the Client in all business relationships/activities with the Company
Professional Client	Means a “Professional Client” as defined in the Client Categorisation Policy
Quote	Means the information of the currency price for a specific Financial Instrument, in the form of the Bid and Ask prices;
Quote Currency	Means the second currency in the currency pair;
Regulator	Means the Cyprus Securities and Exchange Commission (“CySEC”);
Retail Client	Means a client who is neither a Professional Client nor an Eligible Counterparty as defined in the Client Categorisation Policy;
Services	The services provided by us under this Customer Agreement as specified in Clause 5

Spread	Means the difference between the Ask and the Bid price;
Swap or Rollover	Means the interest added or deducted for holding a position open overnight;
Trading Platform	Means any program and software used by the Company in order to enable its Clients to place/modify/delete/execute orders, obtain price information and markets related news in real time, make technical analysis on the markets, receive notices from the Company and keep record of Transactions;
Trade Confirmation	Means a notification/message from the Company to its Clients confirming the transmission and/or execution of Clients' Order.
Transaction	Means any type of transaction undertaken by the Client or on behalf of the Client in the Client's account such deposits, withdrawals, orders for the purchase and sale of Financial Instruments etc.;
Underlying Asset	Means the Financial Instrument (e.g. stock, futures, commodity, currency, index) on which derivative's price is based;

5. Provision of Services

- 5.1. Provided that the Company has accepted a Client as Company's Client, the Investment Services to be offered and provided to the Client are:
 - a. Reception and transmission of orders in relation to one or more financial instruments;
 - b. Investment Advice
- 5.2. The Underlying Asset of the Financial Instruments offered by the Company is not physically delivered to Clients but rather the Profit or Loss in the Currency of the Client's Trading Account is deposited in/withdrawn from Client's Trading Account once the order has been executed.
- 5.3. For the provision of the Investment Services described in clause 5.1. (a) & (b) above, the Company is required to apply the appropriateness test in order to assess whether the products (i.e. Financial Instruments) and services offered by the

Company are appropriate for the Client. For the said services the Company is not required to apply the suitability test in order to assess whether its products and services are suitable for the Client (please refer to clauses 5.6, 5.7. and 5.8 below for information on the suitability test).

- 5.4. For the provision of the Service of Investment Advice , the Company is required to apply and the Client must pass the suitability test. The Company needs to obtain complete and accurate information from the Client in order to assess:
- 5.5. a) his investment objectives, b) his financial situation and c) his knowledge and experience. The Company and upon receipt of the abovementioned information will check the reliability of the information collected from the Client and assess the suitability of the Client towards the products (i.e. a given Financial Instrument) and services offered by the Company and the Client will be informed accordingly as to whether he has passed the suitability test or not. By passing the suitability test the Client will be informed about the products suitable for him and the investment strategy the Company will apply and follow.
- 5.6. Clients acknowledge that for the provision of the Service of Investment Advice the Company reserves the right to request additional information from Clients in order and among others to check the reliability of the information collected.
- 5.7. Clients acknowledge that for the provision of the Investment Service of Portfolio Management they need to complete and sign: a) the Application Form/Questionnaire and b) the Portfolio Management Services Agreement as applicable and amended from time to time by the Company.
- 5.8. The Investment Services offered by the Company involve transactions in Financial Instruments that are not executed on a regulated market or a Multilateral Trading Facility (MTF), rather they are executed via the Company's Trading Platform on an Over-The-Counter (OTC) basis and as such Clients by accepting this Agreement they consent for the execution of such transactions.

6. Client Categorisation

- 6.1. Company shall categorise its Clients as Retail Clients in relation to the Investment and Ancillary services is authorised to offer and provide. By categorising its Clients as Retail Clients the Company provides the highest possible level of protection compared to a Professional Client or Eligible Counterparties.
- 6.2. Clients who have been categorised as Retail Clients by the Company may request from the Company in writing to be treated either as Professional Clients or Eligible

Counterparties (and hence may lose certain protection and investor compensation rights), either generally or in respect of a particular investment service or transaction, or type of transaction or product. The Company reserves the right and at its discretion, may decide not to take into consideration such treatment and consequently decline any requests for different classification.

- 6.3. Clients are responsible for keeping the Company informed if there is a change in their personal circumstances that could affect their categorisation as such.
- 6.4. Clients acknowledge and accept that they have read and accepted the Company's "Client Categorisation Policy" which was provided during the registration process and is publicly available on the Company's Main Website as amended from time to time.

7. Acknowledgement of Risks

- 7.1. Clients should not engage in any dealings directly or indirectly in CFDs and other derivative financial instruments unless they know and have a clear understanding of the risks involved and associated when dealing in CFDs and other derivative financial instruments.
- 7.2. Clients should acknowledge and understand that prior to deciding in dealing in CFDs and other derivative financial instruments, should consider their investment objectives, risk tolerance, financial resources and level of experience on these products. If Clients do not understand the risks involved and associated when dealing in CFDs and other derivative financial instruments. and/or are not familiar in dealing in CFDs and other derivative financial instruments they should seek independent financial advice prior to applying for opening a trading account with the Company. If upon receipt of independent financial advice Clients still do not understand the risks involved and associated when dealing in CFDs and other derivative financial instruments, they should not apply for opening a trading account with the Company.
- 7.3. Clients acknowledge, understand and accept that CFDs and other derivative financial instruments are leveraged products and involve and carry a high level of risk and clients may sustain losses and damages (i.e. possible to lose more than your invested capital) and consequently Clients by applying for the opening of a trading account with the Company accept and are willing to undertake such risk.
- 7.4. Information of the previous/past performance of a Financial Instrument it is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.

- 7.5. The value of CFDs and other derivative financial instruments may decrease and clients acknowledge that they may receive less money than invested/deposited or the value may be subject to high fluctuations and this may result to the invested/deposited capital to become of no value.
- 7.6. Clients acknowledge that the transactions undertaken through the dealing services of the Company may be of a speculative nature. Large losses may occur in a short period of time, and may be equal to the total of funds deposited with the Company
- 7.7. Clients acknowledge and accept that they have read and accepted the Company's "Risk Disclosures" which was provided during the registration process and is publicly available on the Company's Main Website as amended from time to time.

8. Electronic Systems/Trading/Website Access

- 8.1. When the Client's Account is enabled, the Company will provide the Client with Access Codes for accessing the Company's Electronic Systems and enter into transactions and/or dealings with the Company. For instance the Client can use the Access Codes among others to access the Company's Trading Platform.
- 8.2. Clients shall take reasonable necessary measures to ensure confidentiality of all information, including but not limited to Access Data and Access Codes in order to avoid and prevent any action that could probably allow the irregular or unauthorised use and access of such information. For instance, the Company strongly advises Clients among others to avoid using any public computer for login with their Access Codes and to always logout when using the Company's Electronic Systems. acknowledge that the Company bears no responsibility in the case where Access Data and Access Codes are unauthorised used by any third party and consequently such third parties having access, to information, including but not limited to electronic addresses, electronic communication and personal data, when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, post etc.
- 8.3. The Company reserves the right, at its discretion, to restrict or limit the Client's access to its Electronic Systems or part of, where it deems appropriate for the smooth operation of its Electronic Systems as well as to protect its Clients' interests. The same will apply in the case where the Company suspects or has reasonable grounds to suspect that the Client has allowed such unauthorised used whether wilfully or negligently.

- 8.4. The Company is not an Internet Service Provider and cannot be responsible for not fulfilling any obligations under this Agreement because of internet connection failures or public electricity network failures or hacker attacks.
- 8.5. We shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer. We shall not be held responsible for information received via computer or for any loss which you may incur in case this information is inaccurate.
- 8.6. Clients acknowledge that in the case of any of delays or other errors and/or disruptions caused including but not limited to the Company's Trading Platform, internet or electricity, they may execute their Orders by calling the Company's Receipt and Transmission Dept on tel: 0035725817754 and place their instruction orally. The Company reserves the right not to accept any verbal instructions in case the Company and/or Company's personnel is not satisfied of the caller's/Client's identity or in the case where instructions received are not clear. Clients acknowledge and accept that verbal instructions will be treated on a first come first served basis and the Company bears no responsibility of possible delays or placing any verbal instructions to the Company's Dealing Desk.
- 8.7. Clients may store, display, analyse, modify, reformat and print the information made available to them through the Company's Electronic Systems such as Website and/or Trading Platform. However, Clients acknowledge they are not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent and must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. Clients further represent and warrant that will not use the Company's Electronic Systems in contravention of this Agreement and that Company's Electronic Systems will be used only for the benefit of their Account(s) and not on behalf of any other person, and that, with the exception of a web browser and other applications specifically approved by the Company, they will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Company's Electronic Systems or automate the process of accessing or obtaining such information.
- 8.8. Clients agree to notify the Company immediately if they know, suspect or has come to their attention that their Access Data/Access Codes have or may have been disclosed to any unauthorised person and/or have or are being unauthorised used. The Company will take all reasonable measures and steps to prevent any further use of such Access Data/Access Codes and will issue Clients with new replacement Access Data/Access Codes. Clients acknowledge that will be unable to place any Orders until receipt from the Company of the new replacement Access Data/Access Codes.

- 8.9. You accept that you will be liable for all orders given through and under your Access Data and any such orders received by us will be considered as received by you. In cases where a third person is assigned as an authorised representative to act on your behalf, you will be responsible for all orders given through and under your representative's Access Data.

9. Trading Procedures , Instructions and Orders

- 9.1. The Company acts as an Agent (i.e. on behalf of its clients) and not as Principal in relation to clients' transactions in CFDs with the Liquidity Provider(s)/Execution Venue(s). This means that when a client opens a position on the Company's platform, the Company will not execute the order on an own account basis as a Counterparty but instead that open position will be transmitted to and executed with that Liquidity Provider(s)/Execution Venue(s) Execution Venue(s).
- 9.2. The Company may receive, transmit and execute all Orders given by Clients strictly in accordance with the instructions received. The Company bears no responsibility for checking the accuracy of any Order and any Order received from Clients constitutes an irrevocable instruction to the Company to proceed with the Transaction on their behalf. Clients are solely responsible for all Orders and for the accuracy of all information, sent via internet or any other electronic media.
- 9.3. The Company will be entitled to rely and act on any Order without any further enquiry, and the Company will consider any Orders to be binding upon the Client where such Order has been placed and transmitted by the Client using his own Access Data/Access Codes via the Company's Trading Platform.
- 9.4. Orders can be transmitted for execution, modified or removed only within the operating (trading) time as set out on the Company's website from to time and if they are not executed they shall remain effective through the next trading session.
- 9.5. The Company may allow a third party to act on behalf of the Client in all business relationships/activities with the Company as defined in this Agreement with the provision and execution of a Power of Attorney. The Company may allow and accept the Power of Attorney only when the Client's representative full identification documents are provided to the Company for review. In the case the Power of Attorney is of indefinite period, it will be considered valid by the Company and until the Client provides in writing his request to terminate the Power of Attorney.
- 9.6. Clients further acknowledge and accept that while the Company makes every possible effort and take reasonable steps to ensure that "Buy Limit", "Buy Stop", "Sell Limit", "Sell Stop", "Stop Loss" and "Take Profit" are executed at the available

market price, under certain trading conditions it may be impossible to ensure execution of the orders at the available market price and instead these are executed at the next best available market price derived from its Liquidity Provider(s) / Execution Venue(s) using a bridge technology. This price (i.e. next available market price) may significantly deviate from Clients' declared price and may result either to Clients' benefit or detriment. For instance, orders may be executed at the next best available price in the following cases (list non-exhaustive):

- a. During periods of volatile market conditions where prices may move up or down and deviate from the clients' declared price
 - b. During news announcements
 - c. On opening gaps (when trading session starts) or on possible gaps where the underlying instrument has been suspended or restricted on a particular market
 - d. In cases of insufficient liquidity for the execution of the specific volume at the declared price
- 9.7. The Company reserves the right to proceed with partial execution of Client's Order if deems appropriate and after consideration of the volume of the Client's Order and the prevailing market conditions.
- 9.8. All orders are placed in lot sizes. A lot is a unit measuring the transaction amount and it is different for each type of Instrument as set out on the Company's website and updated from time to time. Details of the lot sizes for a given Financial Instrument type are available in the Contract Specifications on the Company's website and Clients acknowledge that it is their responsibility to review the said Contract Specification and become familiar with. Clients further acknowledge and accept that even though in some cases there is no maximum size of an order which the Client can place with the Company, the Company reserves the right to decline an order, in case the size of the order is large and cannot be filled.
- 9.9. Clients acknowledge that while they can set their leverage level as described in the "Leverage Levels/Margin Requirements" section under the Company's Main Website, the Company reserves the right to change the Contract Specifications, including leverage and spreads, at any time without Clients' consent, depending on the prevailing market conditions either permanently or for a limited period of time. Clients acknowledge that it is their responsibility to review and become familiar with the Contract Specifications available on the Company's Main Website and prior to placing any Order.
- 9.10. Financing Fee(s), are based on prevailing market interest rates, which may vary over time. In the case of financing fee(s) the value of opened positions in some types of

Instruments through the Company's MT4 Trading Platform is increased or reduced by a daily financing fee "swap rate" throughout the life (i.e. duration) of the contract including Company's fee for having a position opened overnight. The Company at its own discretion may change the level of 'swap rate' at any given time and Clients acknowledge that notification of such change will take place on the Company's Main Website. Details of daily financing fees applied are available on the Company's website under Contract Specifications.

- 9.11. Clients acknowledge and accept that if they transmit and/or place any Order to the Company which is in breach of any part of this Agreement, the Company at its absolute discretion has the right to activate any of the provisions under Clause 26.7. of this Agreement. For instance such a breach includes but is not limited to any Order that is placed with the use of additional functionalities/ plug-ins that affect the reliability and/or smooth operation of the Company's Trading Platform or when Client are trading in a way with the aim to take advantage of price disparities resulting from rate/occasional price latencies with the purpose of benefiting from a possible pricing arbitrage to the Company's detriment as result of the use of additional functionalities/ plug-ins or any other means.
- 9.12. Clients acknowledge that an initial investment limit may apply and the Company has the right to request the minimum initial investment amount depending on the instrument and the circumstances surrounding each matter on a case by case basis and to allow Clients to start using their Trading Account as described in the Contract Specification in the Company's Main Website.
- 9.13. Clients acknowledge that the Company derives its revenue from a fixed fee for advice given on the initial investment amount. Therefore, in case the fair market price reduces the Company's Fee in a specific transaction it may occur that the transaction will not be executed by the Company's Liquidity Provider(s)/Execution Venue(s). In such an event, a new price quote will be sent to Clients for consideration.
- 9.14. Client's Orders such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are executed at the available prevailing market price. However, in the case of any communication or technical failure as well as any incorrect reflection on the quotes feed (i.e. prices to freeze/to stop updating or price spikes), the Company reserves the right not to execute the order or in case the order was executed to change the opening and/or closing price of a specific transaction or to cancel the said executed order.

10. Refusal to Transmit/Execute Orders

10.1. Without prejudice to any other provisions herein, Clients agree and understand that the Company has the right, at any time, without giving any notice and/or explanation, to refuse, at its own discretion, to transmit any Order for execution, and/or execute any Order and that Clients have no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases but not limited to:

- a. Whenever the Company deems that the transmission of the Order for execution and/or execution of the Order affects or may affect in any manner the reliability or smooth operation of the Company's Trading System;
- b. Whenever there are no available cleared funds deposited in the Client's Account to pay all the charges and required margin relating to the said Order;
- c. There is absence of essential detail of the Order;
- d. It is impossible to proceed with an Order regarding the size or price;
- e. Order has more than one interpretation or is unclear;
- f. It is impossible for the Order to be executed due to condition of the market, customs of a trading volume;
- g. The Company received from Client the notice on cancellation of the order;
- h. Forwarding of the notice on termination of the Agreement by either the Company or the Client;
- i. If any doubt arises as to the genuineness of the Order;
- j. Where the Company suspects that Clients are engaged in money laundering activities or terrorist financing or the Order aims to legalise the proceeds from illegal acts or activities (i.e. money laundering or terrorist financing);
- k. If the Order is a result of the use of inside confidential information (i.e. insider trading);
- l. In consequence of lawful claims or requirements of corresponding organized trading platforms, affiliates as well as in consequence of lawful claims of third parties;
- m. Where the legality of the Order is under doubt;
- n. In consequence of request of regulatory or supervisory authorities or a court order;
- o. Where the Order is placed in a manner and form not compliant with the Company's normal operations of business, or;
- p. When the underlying market is closed and the Company does not receive liquidity from its Liquidity Provider(s)/Execution Venue(s).

11. Order Execution Policy

- 11.1. The Company takes all reasonable steps to act in the best interest of its Clients and to reasonably obtain the best possible result (or “best execution”) for its Clients when providing either the investment service of reception and transmission of clients’ orders and/or that of executing orders on behalf of clients.
- 11.2. The Company’s Order Execution Policy outlines the process that the Company follows in executing trades, and the steps reasonably taken to consistently obtain the best possible result for clients through its Order Execution Policy.
- 11.3. The Company in determining the relative importance of the above best execution factors will in general take into account the following best execution criteria as described below:
- a. The characteristics of the clients including their categorisation as retail or professional
 - b. The characteristics of the clients order
 - c. The characteristics of financial Instruments that are the subject of that order
 - d. The characteristics of the execution venues to which that order can be directed
- 11.4. Clients acknowledge and accept that they have read and understood the Company’s Order Execution Policy, which was provided during the registration process and is publicly available on the Company’s Main Website as amended from time to time.

12. Settlement and Statement of Account

- 12.1. Clients acknowledge and accept that the Company may proceed to a settlement of transactions only when such transactions have been executed (i.e. completed transaction). Clients further acknowledge that unless otherwise agreed between the Parties, the settlement of transactions shall be in accordance with the normal practice for a given Financial Instrument or market concerned.
- 12.2. The Company will provide to Clients a statement of Account or any other confirmation on an annual basis . The Company reserves the right not to provide a statement of Account or any other confirmation where no transactions have been executed. Clients acknowledge that information on transactions provided by the Company in the statement of Account or any other confirmation, shall be final and binding to the Clients, unless Clients submit in writing and within five (5) business days from receipt of the said statement of Account or any other confirmation, their objection.
- 12.3. Clients acknowledge that the statement of Account or any other confirmation can be also obtained and is available via the Company’s Trading Platform.

13. Margin Requirements

- 13.1. Clients acknowledge that they shall pay Initial Margin at the moment of opening a position. The amount of Initial Margin for each Financial Instrument offered by the Company is provided in the Contract Specifications on the Company's Website.
- 13.2. The Company reserves the right to change the margin requirements by giving to the Client three (3) business days prior to these amendments OR at any given time deems appropriate and suitable. Clients acknowledge and accept that the Company will not notify clients separately of any changes made and consequently Clients should refer on the Company's Website from time to time for updates.
- 13.3. Clients acknowledge and accept that the Company reserves the right to start closing their positions starting from the most unprofitable, when their margin level is less than 100%. In the case where margin level is equal or less than 80%, then their positions are automatically closed, starting from the most unprofitable, at the available market price. The Company further reserves the right to change the Client's stop-out margin level so as to match the one provided by the Liquidity Provider(s)/Execution Venue(s) and in such an even the Company will inform the Client either via Client's Portal or by email.
- 13.4. Clients are responsible to notify the Company as soon as they reasonably believe that will be unable to meet any margin requirement when applicable. Clients further acknowledge that the Company bears no responsibility nor has any obligation to proceed with margin calls on behalf of Clients. Clients further acknowledge that the Company is not liable for any failure to contact or attempt to contact Clients for this purpose.

14. Deposit and Withdrawals

- 14.1. Clients acknowledge that any deposit funds in the Trading Account shall be made In accordance with the applicable local and international regulations on money Laundering and terrorist financing and as set in the "Account Funding" section on the Company's website. The Company shall refuse and decline any third party or anonymous payments.
- 14.2. Information including but not limited to deposit methods, minimum/maximum initial deposit amount, deposit time and fees is set out in the 'Account Funding' section on the Company's Website as amended from time to time.

- 14.3. The Company bears no responsibility for any losses suffered in the case where during processing period the Client's deposit, the Client's Trading Account reaches a stop-out level.
- 14.4. Information including but not limited to withdrawal methods, minimum/maximum withdrawal amount, withdrawal time and fees is set out in the 'Account Funding' section on the Company's Website as amended from time to time.
- 14.5. The Company will consider a withdrawal request as acceptable and consequently proceed with its execution provided the following requirements (list is non-exhaustive):
- a. Clients provided all necessary information with regards to the withdrawal;
 - b. The withdrawal instruction made by the Client is an instruction to send the funds back to the same remitter and by the same method as initially received and;
 - c. At the moment of payment the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all relevant charges.

The Company and at its own discretion reserves the right to refuse and decline any withdrawal instructions for any other reason it deems appropriate. The Company further reserves the right to decline a withdrawal with a specific payment method and suggest another payment method where in such case the Client need to place a new withdrawal request.

15. Fees, Charges and Other Costs

- 15.1. Clients are obliged to pay to the Company, fees, charges and other costs as described in the "Contract Specifications" section on the Company's website as amended from time to time.
- 15.2. The Company reserves the right to amend and change the amount of fees, charges and other costs at any given time without prior consultation, consent from and notice to Clients. Clients are responsible to read and review the Company's Contract Specifications available on the Company's Website for any updates.
- 15.3. Clients acknowledge they shall pay all stamp expenses relating to this Agreement and any documentation which may be required for becoming Company's Clients or the carrying out of the transactions under this Agreement.
- 15.4. Clients acknowledge that the Company bears no responsibility in paying Clients' tax obligations in relation among others to income tax or any other tax imposed by their jurisdiction as a result of profits and/or trading in Financial Instruments.

16. Inducements

- 16.1. The Company may further to the fees, charges and other costs described in clause 17 above, may pay and/or receive fees from third-parties provided that these benefits are designed to enhance the quality of the service offered to the Client and not impair compliance with the Company's duty to act in the best interests of the Client.
- 16.2. The Company may pay fees to partners (Introducer and/or Affiliate), referring agents, or other third parties based on a written agreement. This fee is related to parameters as determined by the Company.
- 16.3. The Company may receive fees as well as other remuneration from third parties based on a written agreement. The Company may receive fees from it Liquidity Provider(s)/Execution Venue(s) through which it executes transactions. This fee/commission is related to parameters as set by the Company and the Liquidity Provider(s)/Execution Venue(s).

17. Introduction of Clients

- 17.1. Clients may have been recommended and introduced to the Company by an Introducer based on a written agreement between the Company and the Introducer.
- 17.2. The Introducer or other third parties shall receive a fee from the Company based on the provisions of a written agreement between the Company and the Introducer and/or other third parties. For instance, the fee to be paid by the Company is based on the number of Clients referred to the Company and the frequency/volume of transactions performed by.
- 17.3. Clients acknowledge that the Introducer is neither a representative of the Company nor is it authorised to provide any guarantees and/or any promises with respect to the Company or its services.
- 17.4. Clients acknowledge that as per the written agreement between the Company and the Introducer, the Introducer is not allowed to provide any form of investment advice or investment services to the Company's Clients.

- 17.5. The Company shall not be liable for any type of agreement that may exist between Clients and the Introducer or for any additional costs that might result due to this agreement.

18. Conflicts of Interest

- 18.1. In compliance with the Law and as amended from time to time the Company has established a Conflicts of Interest Policy (the “Policy”) appropriate to the size and organisation of the Company and the nature, scale and complexity of the Company’s business.
- 18.2. With the implementation of the Conflicts of Interest Policy the Company aims to identify conflicts of interest between itself, including its managers and employees, tied agents, or other relevant persons, as well as any person directly or indirectly linked to them by control, and their clients or between one client and another, that arise in the course of providing any investment and ancillary services, or combinations thereof.
- 18.3. Clients acknowledge and accept that they have read and understood the Company’s Conflicts of Interest Policy, which was provided during the registration process and is publicly available on the Company’s Main Website as amended from time to time.

19. Complaints Handling

- 19.1. In case the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more terms of this Agreement, the Client has the right submit a complaint to the Company as per the provisions of the Company’s Complaints Handling Policy.
- 19.2. Clients acknowledge and accept that they have read and understood the Company’s Complaints Handling Policy, which was provided during the registration process and is publicly available on the Company’s Main Website as amended from time to time.

20. Investor Compensation Fund

- 20.1. The Company is a member of the Investor Compensation Fund (the “ICF”), under the provisions of the Law as amended from time to time.
- 20.2. The ICF covers Retail Clients (“Covered Clients”) of the Company. Professional Clients and Eligible Counterparties are not covered by the ICF.

- 20.3. The maximum amount of compensation payable by the ICF to Covered Clients is twenty thousand Euros (€20,000) irrespective if the Client's claim exceeds the said threshold.
- 20.4. Clients acknowledge and accept that they have read and understood the Company's Complaints Handling Policy, which was provided during the registration process and is publicly available on the Company's Main Website as amended from time to time

21. Communication

- 21.1. Clients acknowledge and accept that the Company's official language is English and should always read and refer to the Company's main Website (www.magiccompass.com) in particular under "Legal Documentation" for all information and disclosures about the Company's services and activities. Translation or information provided in languages other than English in the Company's Website is for marketing and information purposes only and is not binding nor have any legal effect whatsoever and the Company bears no responsibility or liability towards the correctness of the information therein.
- 21.2. Clients acknowledge and accept that the Company may contact and serve a written notice to its Clients in any of the below methods:
- a. Company's Trading Platform (i.e. internal mail);
 - b. Email
 - c. Fax
 - d. Post or
 - e. Information announced and published on the Company's Website.
- 21.3. Clients acknowledge that the Company will use their contact details as registered in the Client Portal and as applicable. It is the responsibility of Clients to provide the Company with accurate and up to date contact information and to notify the Company immediately for any changes.
- 21.4. Any notice as described in clause 23.2 above, shall be deemed to have been served if:
- a. Sent by email, within one hour after emailing it;
 - b. Sent through the Company's Trading Platform (internal mail), immediately after sending it;
 - c. Sent by fax, at the completion of transmission during business hours at its destination or if not within the business hours at the opening of the next period of business hours subject to:
 - proof by the sender that the sender holds a printed transmission report confirming dispatch of the transmitted notice; and

- the sender not receiving any telephone calls from the recipient within one hour from the above time, that the fax has not been received in a legible form.
- d. Sent by post seven calendar days after the date of dispatch;
- e. Announced and published on the Company's Main Website, within one hour after publication.

21.5. Unless the contrary is specifically provided, any notice, instructions, authorisations, requests, general enquiry or other communications and messages to be given by Clients to the Company's mailing address at City Chambers, 2nd Floor Vasili Vrionides, Limassol 3095 Cyprus. If your communication is sent by post, it must be posted by registered mail or a commercial courier service.

21.6. Clients may call the Company during business hours 09:00 a.m. and 18:00 p.m. (CET) on business days or as updated on the Company's website.

22. Provision of Information, Data Protection and Privacy Policy

22.1. Clients acknowledge and agree to provide the Company with any information reasonably requested from time to time to enable the Company among others to comply with applicable rules and regulations and to provide the Services in accordance with this Agreement. It is the responsibility of Clients to provide the Company with accurate and up to date contact information and to notify the Company immediately for any changes.

22.2. Clients by entering into this Agreement, they consent to the collection, processing, maintaining, storage, use and disclosure of Clients personal data/information by the Company whether provided by the Clients or by another third party as well as consent to the Company to transmit without informing the Clients, any Clients personal data/information to any third parties or parties which may be required from time to time.

22.3. The Company will only use Clients information and personal data in accordance with international data protection practices. In particular, the Company will collect, process, maintain, store, use and handle clients' personal information in accordance with the Processing of Personal Data (Protection of the Individual) Law of 138(1) 2001 as amended from time to time, its Privacy Policy and this Agreement.

22.4. For regulatory and quality assurance purposes any type of communication between the clients and the Company whether in writing, email or by telephone or other means of medium shall be monitored and recorded by the Company without any prior warning (unless required to do so by the applicable rules and regulations). Clients acknowledge and accept that such recordings are the sole property of the Company. Clients further accept that such recordings constitute conclusive evidence of the Orders/Instructions/Requests or conversations so recorded. Clients further

acknowledge and agree that the Company may deliver copies of such recordings to any court, regulatory or government authority.

- 22.5. Clients acknowledge and accept that they have read and understood the Company's Privacy Policy, which was provided during the registration process and is publicly available on the Company's Main Website as amended from time to time.

23. Force Majeure

- 23.1. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay beyond the Company's reasonable control in performing its obligations and duties under this Agreement where such failure, interruption or delay is due but not limited to:

- a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis;
- b. Postal or other strikes or similar other industrial actions or disputes;
- c. Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
- d. Labour disputes not including disputes involving our workforce;
- e. Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- f. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- g. Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or wilful default of the Company), hacker attacks and other illegal actions against the Company's server and Online Trading System, or
- h. Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.

- 23.2. In the event of Force Majeure or in the event that the Company reasonably determines a Force Majeure event has occurred, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 business days.

23.3. In the case where the Company reasonably believes that a Force Majeure exists, the Company and without any prior notice the Client, may at any given time and without limitations take any of the following steps:

- a. Increase margin requirements;
- b. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- c. Suspend, freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impractical for the Company to comply with them;
- d. Take or omit to take all such other actions as the Company deems to be reasonably appropriate with regards to the position of the Company, the Client and other Clients.

24. Term and Termination

24.1. This Customer Agreement shall be valid for an indefinite time period until its termination by virtue of the provisions of Clause 26 herein.

24.2. Whilst the Company may terminate this Agreement with immediate effect should it determine in its sole discretion that circumstances so warrant it, either the Company (where possible) or the Client may terminate this Agreement by giving five (5) business days ("termination notice") written notice to the other party concerned. During the termination notice the Client must close all Open positions (if applicable) as otherwise the Company reserves the right to close all Client's Open positions.

24.3. Clients acknowledge that upon termination of this Agreement, the Company and without prior notice to the Clients will terminate access to its Company's Trading Platform.

24.4. Clients acknowledge that termination of this Agreement will not affect any obligation, liability, existing commitments or any contractual commitments, including any obligation incurred by either the Clients or the Company in respect to any Open positions and/or any deposit/withdrawals operations made.

24.5. Clients acknowledge and accept that upon termination of this Agreement all amounts payable by the Clients to the Company will become immediately due including but not limited to:

- a. Any pending fees, charges, and any other costs;
- b. Any expenses incurred as a result of terminating this Agreement;
- c. Any losses and damages occurred as a result of closing any Open positions or settlement of any outstanding obligations.

24.6. Notwithstanding the provisions set in Clause 26 therein, the Company may terminate this Agreement immediately without giving five (5) business days written notice in the following cases (list non-exhaustive):

- a. In the case the Client becomes deceased, declared absent or become of unsound mind;
- b. If an Order is made or a resolution is passed for the Client's winding-up or administration (other than for the purposes of amalgamation or reconstruction);
- c. If an application is filed in respect to the Client for any action pursuant to any bankruptcy acts or any equivalent act, including those of another country, applicable to the Client or if a partnership, to one or more of the partners, or a company, a trustee, administrative receiver or similar officer is appointed;
- d. If the Company has reliable information that a material adverse change in the Client's financial condition has occurred or the Client may not perform his obligations under the Agreement or does not provide to the Company adequate assurance of his ability to perform his obligations within 24 hours after receipt of the relevant request from the Company;
- e. The Company receives notice of termination by a competent authority or body;
- f. Client violates any provision of this Agreement or any other Agreement and it is in the Company's option that the Agreement cannot be implemented;
- g. If any of the representations or warranties given by the Client are/or become untrue;
- h. Client does not have the authority to transact business with the Company or to do so in the manner in which the Client customarily conduct business with the Company;
- i. Client fails to provide adequate documentation with regards to the Know-Your-Client (KYC) and Anti-Money-Laundering regulations the Company has to follow;
- j. Client fails to make any payment or fail to perform any other act required by the Agreement;
- k. In cases of any material violation by the Client of the requirements established by any legislation.
- l. If scalping or any other unauthorised trading activity/strategy is performed on the Company's Trading Platform, automated or manually including but not limited to misuse of deposited and promotional/bonus funds, swap arbitrage, bonus arbitrage, cash-backs, internal or external hedging;
- m. If Client involves the Company directly or indirectly in any type of fraud in which the Company or other Company's Clients interests are placed at risk prior to terminating this Agreement;
- n. The Company has reasonable grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Company's Trading Platform.

24.7. If any of the events described in Clause 26.6 above occur, the Company may at its discretion and at any given time of any event occurred (without prejudice to any other right the Company may have) and without notice to the Client, take any or more of the following additional actions:

- a. Convert any currency;
- b. Apply any of Client's funds and the proceeds of any Transaction in satisfaction of the amount owing to the Company, including amounts due in respect of settlement, fees and interest;
- c. Keep such Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations the Client may have, including, without limitation, the payment of any amount which the Client owes to the Company under the Agreement or;
- d. Reverse and/or cancel all previous transactions on the Client's account;
- e. Combine any Trading Account opened in the name of the Client in order to consolidate account balances and set off those balances.

25. Representations and Warranties and Covenants

25.1. The Client by agreeing to be bound by this Agreement and on continuous basis, represents, warrants, covenants and guarantees to the Company, that:

- a. The Client is authorised and has the capacity to enter into this Agreement and any Transactions and to perform his obligations;
- b. The Client is over 18 years old and of sound mind, having no legal or other obstacle in his country of residence prohibiting him from entering into this Agreement;
- c. The Client is placing any and all Orders and entering into any Transactions with the Company as Principal, (i.e. acting on own behalf) and not as a representative or agent of any third party unless Client has produced to the Company's satisfaction, a document and/or power of attorney enabling the Client to act as representative of any third person and relevant identification documents for such third party;
- d. All information provided and disclosed by the Client during the online account opening registration procedure/KYC is true, complete, accurate and not misleading in all material aspects and the Client remains responsible for keeping

the Company informed immediately and in writing of any material changes in the said information (e.g. change of address, contact details etc.);

- e. The Client is under obligation to inform the Company immediately and in writing if at any given time any information provided to the Company becomes misleading or affects his capacity and ability to trade and transact with the Company;
- f. Identification and/or any other documentation submitted by the Client to the Company is to the best of his knowledge valid and authentic;
- g. The Client by entering to this Agreement and any and all actions performed under this Agreement will not violate, breach, conflict with or constitute a default under the Law and/or any other law, the Applicable Regulations and/or any other regulation, rule, ordinance, contract applicable to the Client and/or to the jurisdiction which the Client is resident and/or any of the Client's funds or assets and/or any contract/agreement with any third parties;
- h. The Client agrees to be bound by this Agreement and/or enters and/or performs any transaction provided that he has a full understanding and is capable to understand all terms, conditions and risks thereof and is willing to accept those risks;
- i. The Client and to the best of his knowledge is not aware of and is not subject to or is not likely to be subject to any restriction, condition or restraint by Central Banks, governmental, regulatory or supervisory bodies and authorities which prevent or refrain the Client from entering into this Agreement and/or perform any action and/or transaction in accordance with this Agreement;
- j. The Client has taken an independent financial advice prior to applying for opening a trading account with the Company and/or prior to entering into any Transaction. Client has not relied on any information and/or recommendation provided by the Company in entering into any Transaction with the Company and Client acknowledges that any information and/or recommendation provided by the Company does not constitute and amount to investment advice but is merely a tool for the Client to make his own investment decisions;
- k. Client's funds and assets are not in any direct or indirect way the proceeds of any illegal activity including money laundering or used or intended to be used for money laundering and/or terrorist financing.

26. Company Liability and Indemnity

- 26.1. Neither the Company, its directors, officers, employees, agents or representatives Company and to the extent permitted by the applicable laws and regulations shall not be liable for any consequential, indirect, incidental or special cost or loss (including loss of profits and trading losses) suffered or incurred by the Client as a result that of Client's use of the Company's services as described in this Agreement unless the cost or loss is a result of the Company's gross negligence, wilful default or fraud committed;
- 26.2. The Company and to the extent permitted by the applicable laws and regulations will not be liable for any loss or damages that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of the Company's Electronic Systems and which is beyond the Company's reasonable control;
- 26.3. The Company and to the extent permitted by the applicable laws and regulations will not be liable for any loss, liability or cost (including consequential loss) suffered or incurred by the Client as a result or instructions given or any other communications being made, via the internet;
- 26.4. The Company and to the extent permitted by the applicable laws and regulations will not be responsible for the orders and the accuracy of all information sent by the Client via the internet using access codes issued provided by the Company to the Client;
- 26.5. Nothing in this Agreement shall be taken to restrict or exclude any duty or liability which the Company may owe to its Clients under the Applicable law, rules and regulations;
- 26.6. The Client will indemnify the Company, its directors, officers, employees, agents or representatives against any loss, liability, cost, claim, action, demand or expense incurred or made against us in connection with the proper performance of the Client's obligations under this Agreement except where that loss, liability, cost, claim, action, demand or expense arises from the Company's negligence, fraud or wilful default or that of the Company's employees;
- 26.7. The Company's failure redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement or any failure to exercise any right or remedy to which the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

27. Governing Law and Jurisdiction

- 27.1. This Agreement including any other agreement as well as all transactions performed in relation to this Agreement or any other agreement, shall be governed by the Laws of the Republic of Cyprus.
- 27.2. The Client irrevocably agrees that with respect to any proceedings between the Client and the Company, the competent courts of the Republic of Cyprus shall have exclusive jurisdiction to determine any such proceedings.

28. Amendment/Review of the Policy

- 28.1. The Company reserves the right to review and amend this Agreement at any given time it deems suitable and appropriate. Clients acknowledge and accept that the Company will not notify clients separately of any changes made but only when such changes are related to substantial material changes and consequently clients should refer on the Company's website from time to time for the most up to date version. Should a substantial material changes then the Company may inform the Clients through the Clients 'registered email. This Agreement is available and uploaded on the Company's website.