

## **ORDER EXECUTION POLICY**

### **1. INTRODUCTION**

1.1. Wealthway Inc Limited operating under the trading name WEALTHWAY is a Securities Service Provider Licensee regulated and authorised by the ..... (".....") in ..... under the Licence Number: ..... (hereinafter called the "Company").

1.2. The Company carries all proper steps to identify and deal on the terms which are the best feasible to the client when dealing with or for a client ("best execution"). In this regard, the Company determines and provides its clients and possible clients with its Order Execution Policy (the "Policy").

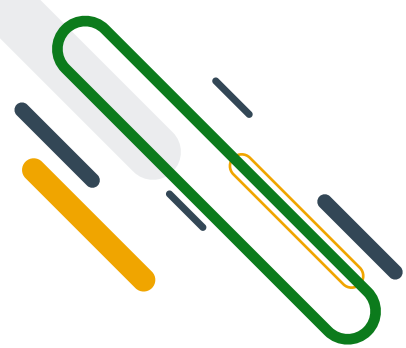
1.3. This Policy serves as part of our Terms and Conditions of Business and by complying with our Terms and Conditions of Business, which is a contractually binding arrangement between you and the Company, you are also acknowledging to the terms of the Plan set forth in this document.

### **2. SCOPE AND SERVICES**

This Policy applies when dealing with transactions with you for the Securities given by the Company. It is up to the Company's discretion to determine which types of Securities to make accessible and to declare the prices at which they can exchange these. The Company is forever the counterparty (or principal) to every trade; therefore, if the Client agrees to open a position in a Security with the Company, then that open position can only be closed with the Company.

The Client is provided the opportunity to place with the company the following mandates for execution in the following ways:

2.1. The Client places a "Market Order" which is an order immediately enacted against a value that the Company has provided. The client may adhere to a market order a Stop Loss and/or Take-Profit. Stop-Loss is an order to limit the Client's loss, whereas Take-Profit is an order to limit Client's profit.



2.2. The Client places a “Pending Order”, which is an order to be completed at a later time at the price that the Client specifies. The Company will monitor the pending order and when the price provided by the Company reaches the price fixed by the Client, the order will be fulfilled at that price. The following types of pending orders are available: ‘Buy Limit’ (an order to acquire a Security at or below a specified price), ‘Buy Stop’ (an order to buy a Security, which is opened at a price above the current offering price; it is initiated when the market price touches or goes through the buy stop price), ‘Sell Limit’ (an order to sell a Security at a specified price or better), and ‘Sell Stop’ (an order to sell a Security when it reaches a certain price). You may attach to any ‘Pending Order’ a ‘Stop Loss’ and/or ‘Take Profit’.

2.3. You may retain up to 200 positions at one time (considered as a summary of “Market” and “Pending Orders” per “client”).

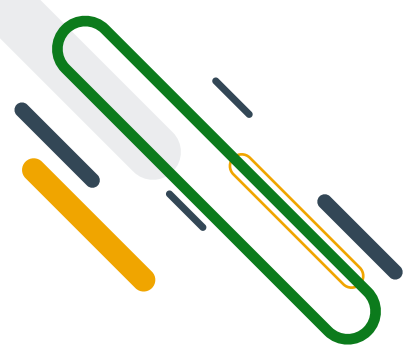
The client may change an order before it is executed. The Client has no right to change or remove Stop Loss, Take Profit and Pending Orders if the price has achieved the level of the order execution.

### 3. BEST EXECUTION FACTORS

The Company shall take all proper steps to obtain the best available result for its clients taking into account the following aspects when executing Clients orders against the Company’s quoted prices:

- 3.1. Price
- 3.2. Costs
- 3.3. Speed of Execution
- 3.4. Likelihood of Execution
- 3.5. Likelihood of settlement
- 3.6. Size of order
- 3.7. Market Impact

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



#### 4. BEST EXECUTION CRITERIA

The Company will determine the relative importance of the above factors by using commercial judgment and experience after clarifying the information available on the market and holding into account the criteria described below:

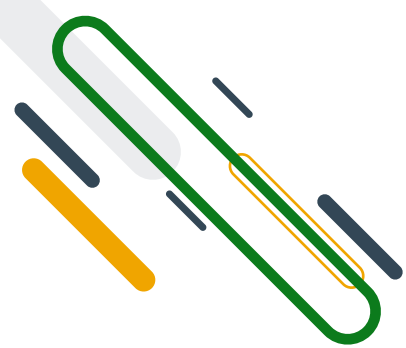
- 4.1. the specific characteristics of the client
- 4.2. the specific characteristics of the order
- 4.3. the specific characteristics of Securities that are the subject of that order
- 4.4. the specific characteristics of the execution venues to which that order can be directed

#### 5. EXECUTION VENUE(S)

For the purposes of orders for the Security provided by the Company, the Company acts as principal and not as agent on the Client's behalf; therefore, the Company is the sole Execution Venue for the execution of the Client's orders. The Company does not transfer the Client order in the external market if the order is for the Security provided by the Company.

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

**Off-exchange transactions:** The Client agrees that the transactions entered in Securities with the Company are not undertaken on a recognized exchange, rather they are initiated through the Company's Trading Platform and, accordingly, they may expose the Client to greater risks than regulated exchange transactions. Therefore the Company may not deal with an order, or it may change the opening (closing) price of an order in case of any technical failure of the trading platform or quote feeds. The terms and conditions and trading rules are set solely by the counterparty which in this case is the Company. The Client must close an open position of any Security during the opening hours of the Company's Trading Platform. The Client also has to close any position with the same counterparty with whom it was entered originally into, i.e. the Company.



## 6. MONITOR AND REVIEW

The Company will monitor regularly the effectiveness of this Policy and, in specific, the execution quality of the procedures explained in the Policy and, where applicable, reserves the right to correct any deficiencies.

Additionally, the Company will review the Policy for at least periodically. The company will also carry a review out whenever a material change appears that affects the ability of the Company to continue to the best possible result for the execution of its client orders consistently using the venues included in this Policy. The Company will tell its affected clients on any changes in its Policy.

## 7. CLIENT CONSENT

The Company may obtain the above permissions in the form of a general agreement where the Client is notified that any orders placed with the Company for the Securities granted by the Company, the Company acts as the head and the Company is the sole Execution Venue.

The Company reserves the right to review and/or amend its Policy and arrangements, at its sole discretion, whenever it deems fit or appropriate.

