

Customer Agreement FxWinning Limited is registered in Hong Kong under number 2930110.

INTRODUCTION

1.1 This Client Agreement ("Agreement") is between FxWinning Limited and the Client who has completed the online registration form.

1.2 This Customer Agreement, the Trade Terms, the Risk Disclosure, the Complaint Management, Policy Statement, Regulation for Non-Commercial Operations, Information on money laundering, the Cookie Policy (collectively, the "Operating Agreement "Or" Agreements "), as well as any other document located in the section of the website, since These may be modified or supplemented from time to time, they constitute the agreement complete between the Company and the Client. The Operating Agreements, modified from time to time, establish the terms under which the Company will deal with the Client regarding the Instruments. By entering into this Agreement, the Client accepts and consents to such agreements and policies.

1.4 The Operating Agreements will govern all commercial activity and non-commercial operations of the Client with the Company and the Client should read them carefully. Among other things, they establish those matters that the Company must disclose to the Client by virtue of the applicable regulations.

1.5 The defined terms used in this Agreement are set out in Appendix A ("Interpretation of the terms").

2. START

2.1 The Operating Agreements will commence on the date the Client receives notification of the Company in accordance with Clause 3.1 and will continue unless or until terminated by either party in accordance with clause 19.

2.2 This Agreement is an initial service agreement that relates to a series of operations successive or separate that include, among others, Transactions in Instruments.

2.3 The Company should not be required to accept the Client as a Client (and may not be able to do so in accordance with applicable Regulations) until the Company has received all the documentation required, complete and duly completed by the Client.

2.4 The Client may cancel / terminate the Agreement by mutual agreement. The Client and the Company may terminate their relationship by communication from both parties via email to any termination. FxWinning Limited (www.fxwinning.net) is registered in Hong Kong.

3. ACTIVATION OF THE ACCOUNT

3.1 The Client's Trading Account will be activated by the Company notifying the Client as as soon as:

- a) the Company has received an online registration form completed by the Client with the title "Complete your Profile"; and
- b) the Operating Contracts have been accepted by the Client and with respect to the Trading of Shares, any form and / or subsequent agreement; and
- c) have completed the relevant identity checks to the satisfaction of the Company.

3.2 The Company reserves the right, at its absolute discretion, to accept or reject the Client subject to all the requested documentation having been received by the Company, complete and duly completed by the Client.

3.3 The Company has the right to request a minimum initial deposit to allow the Client start using your Trading Account.

3.4 After the activation of the account, the Client will be able to see the amount owed as the balance of the account in MyFxWinning (the Company's online portal) at all times and will have the right to withdraw the same, upon request. Consequently, the Client waives the right to receive a status of monthly account, according to applicable legislation.

3.5 It is hereby acknowledged and agreed that the Client will notify the Company of any changes of address / name and gender (where applicable) within 14 days of the change.

3.6 The Client will be penalized if he knowingly or unknowingly submits false documents, and may be responsible for any loss incurred by the Company due to the act or omission of him, and also he would be responsible for legal fees.

3.7 The Client will be obliged to confirm that the information is true, accurate and complete in all the material aspects that are required when reading and accepting the current Client Agreement.

4. CAPACITY

4.1 In relation to any Transaction, the Client acts as Principal and not as Agent in name of a third party. This means that, unless otherwise agreed, the Company will treat to the Client as a Client for all purposes and the Client will be directly and completely responsible for complying with the obligations under each Transaction made by or on behalf of the Client.

4.2 If the Client acts in relation to or on behalf of another person, regardless of whether the Client identifies that person or not, the Company will not accept that person as a Client indirectly and you will not accept any obligation to that person, unless agreed specifically the opposite.

4.3 Any person or Agent notified to the Company as authorized by the Client may give Instructions and Requests to the Company regarding any Transaction, Transaction proposal or any other matter. FxWinning Limited (www.fxwinning.net) is registered in Hong Kong with registration number 29 30100.

4.4 The Client authorizes the Company to trust and act on any Request, Instruction or other communication received from the Client that claims to have been given by the Client or on behalf of the Customer with no further questions from the Company as to authenticity, authenticity, authority or identity of the person who gives or intends to give said Request, Instruction or other communication. The Client will be responsible and will be subject to all the obligations contracted or assumed by the Company on behalf of the Client as a consequence or in connection with such Requests, Instructions or other communications.

4.5 Unless the Company receives a written notification from the Client for the termination of the authorization of the person described in clause 4.3., The Company will continue to accept Requests, Instructions or other communication given by said person on behalf of the Client and the Client will recognize as valid and committed to him.

4.6 The written notification of clause 4.5. for the termination of the authorization to a third party must be received by the Company with at least five (5) Business Days notice prior to the date of termination.

4.7 In the event of death or mental incapacity of the Client (who is the only person who forms the Client), the Company shall have no responsibility or liability with respect to the actions or omissions or fraud of the authorized third party (designated under clause 4.3. above) in relation to the Client's Trading Account and / or the Client's Money and the Company will stop accepting Requests, Instructions or other communications given from the Client's account when the Company receives notification of the death or mental incapacity of the Client.

4.8 In relation to any Transaction, the Company acts as Principal for any counterparty duly regulated, and as Paired Principal in relation to the Negotiation of Actions, in accordance with applicable legislation.

4.9 In relation to any Transaction and Services provided by the Company to the Client, it is the Customer's responsibility to ensure that the Customer is able to accept the Services and / or perform Transactions in the country in which he resides. It is hereby acknowledged and accepted that Clients residing in the United States will not be approached by the Company.

4.10 In connection with the trading of shares, the Company may not offer its Services to Customers residing in specific countries, in order to ensure compliance with all the Federal legislation, sanctions, regulations and guidance AML (Anti - Money Laundering) and the requirements emanating from third parties. The Client is obliged to provide documents, in accordance with clauses 2.3. and 3.1 of the present. The Company has the right to suspend the provisions of Services under this Customer Agreement. In the case of stock trading and the provision of a Form W-8BEN / BEN - E, also known as a 'Certificate of Alien Status of the beneficial owner for United States tax withholding and reporting', if a Change in a client's circumstances causes any information on Form W-8BEN / BEN -E already sent is incorrect, the Client must notify the Company within 30 days after the change in circumstances and a new Form W-8BEN / BEN -E must be submitted. The Client has a continuing obligation to inform the Company of their eligibility for status W-8BEN / BEN -E. The W-8 BEN / BEN-E form will remain valid for a period of next three calendar years of FxWinning Limited (www.fxwinning.net). The client must return to submit a renewed form after the three-year period mentioned above. . The Company will resume the provision of the Services once the documents are provided valid and / and updated and the relevant checks have been completed (including, but not limited to, the controls against money laundering) to the satisfaction of the Company. It is understood that the Company does not must be required (and may not be able to) accept the Client as its client in accordance with the Applicable Regulations and / or until the Company has received all the documentation required, complete and duly completed by the Client.

5. CUSTOMER MONEY

5.1 The Relevant Amounts held in the Trading Account ("Segregated Funds") They will be segregated by the Company and maintained in accordance with Applicable Regulations.

5.2 The Company may keep the Client's Money and the money of other Clients in the same bank account (omnibus account), in accordance with the Applicable Regulations.

5.3 The Company may deposit the Client's money in demand deposits and will be allowed hold any interest.

5.4 The Company may deposit Client money and / or Financial Instruments with a third party which may, to the extent permitted by Applicable Regulations, have a security interest, lien or right of set-off in relation to that money.

5.5 The third party to whom the Company will pass money and / or Financial Instruments can hold it in an omnibus account and / or it may not be possible to separate it from the Client's money and / or Financial instrument. In case of insolvency or any other similar procedure in relation to with that third party, the Company may only have one unsecured claim against the third party in name of the Client, and the Client will be exposed to the risk that the money received by the Company of the third party is insufficient to satisfy the Client's claims regarding the account correspondent. The Company accepts no responsibility for any resulting losses.

5.6 The Company shall not be obliged to pay interest to the Client on the funds that the Company owns or with respect to the shares held by the Company as custodian. Customer resigns to all rights of interest.

5.7 The Company will place without delay the Segregated Funds held on behalf of the Client and not transferred or maintained for the Company, in a Segregated Account (subject and in accordance with the Applicable Regulations).

5.8 Gains or losses from trading financial instruments are deposited / withdrawn from the Client's Account once the Transaction is closed.

5.9 Unless the Client has notified the Company in writing otherwise, the Company may hold Segregated Funds on behalf of the Client in a Segregated Account or transfer money on behalf of the Client to an intermediate broker, settlement agent or OTC counterparty. The legal and regulatory regime that applies to any FxWinning Limited (www.fxwinning.net) the Client's money may be treated differently from the treatment that would apply if the Money be kept in a Segregated Account. The Company will not be responsible for the solvency, acts or omissions of any third party referred to in this clause. The Company will exercise all due skill, care and diligence to assess whether the third party will apply appropriate measures to protect the Client's money.

5.10 The Client accepts that, in the event that there has been no movement in the Balance of the Account Client operations for a period of at least six years (without prejudice to any payment or receipt of charges, interest or similar items) and the Company cannot track the

Client despite having taken reasonable steps to do so, the Company may release the balances of any Client of the Segregated Account.

5.11 The Client agrees that in the event that his remaining Trading Account Balance is up to 1 USD / EUR / GBP and your Trading Account is closed or inactive for more than 90 days calendar, the Company will be entitled to deduct this remaining balance from the trading account and use it for charitable purposes at your absolute discretion.

5.12 The Company is a member of the Compensation Fund of the Financial Commission. The client You may be entitled to compensation from the FCCF if the Company is unable to comply with its obligations in the situations explained on the website with reference to the "Compensation Fund of the Financial Commission".

5.13 The Company will carry out reconciliations of records and Segregated Funds with the records and accounts of the money that the Company maintains in Segregated Accounts on a regular basis, and any required transfer to or from the Segregated Account will take place before the close of operations on the day the reconciliation occurs. The Company reserves the right to carry out such reconciliations and transfers more frequently, if the Company considers reasonably that this is necessary to protect the interests of the Company or a Client.

5.14 The Client agrees that the Company will not be liable or have any additional obligation in the event that any credit or financial institution with which Funds are maintained Segregated fails to meet its obligations with respect to the Segregated Funds.

5.15 When the Client wishes to use the Services offered by the Company under this Agreement Regarding U.S. Listed Shares and / or Financial Instruments related to Shares listed in the United States, the Company may request the Client, of in accordance with US Law, and the Client will be obliged to provide the Company the Corresponding U.S. Tax Form (W-8BEN / BEN-E), within the period that the Company must specify, before Company can provide its Services with regarding said Instruments and / or stocks.

5.16 When the Client already owns shares in the USA and has not provided the Form of Corresponding U.S. tax, the Company may apply to the Client, in accordance with the Applicable U.S. law, and the Client will be obliged to provide the Company with the Corresponding US tax form, within the period that the Company specify. If Customer Does Not Return Signed and Completed US Tax Form within the term specified by the Company, the Company will have the right to sell the Shares of USA Held by Customer.

5.17 Subject to the provisions of the previous clauses 5.1-6.16, when contracting the services of trading of Company shares: (a) The Client acknowledges and instructs the Company to hold the Shares on behalf of the Client until the Client instructs the Company to sell such Shares or transfer them in the name of the Client or to another nominee; (b) The Company will hold and manage the Shares as nominative holder and / or custodian (together with the Instruments of other Clients in a combined custodial account) on behalf of the Client in accordance with the Applicable Regulations and the provisions of this clause 5; (c) The Company shall have the right and the Client shall authorize the Company at the Company's discretion to appoint any other party to hold the Shares on behalf of the Company and / or the Client and, in doing so, the



Company will act in accordance with Applicable Regulations. with respect to the selection, appointment and periodic review of such nominated service providers and the provisions of this clause 6. (d) The Company acknowledges that it and / or any third party selected or designated by the Company for this purpose, will hold the Shares as a nominative holder and that the Client will continue to be the final beneficiary of the Shares. The company will keep records of all Shares held on behalf of the Client by the Company and / or any other third party selected or appointed by the Company for this purpose; (e) The Client You hereby agree that you will not attempt to sell, mortgage or otherwise deal in part or in party with the beneficial ownership of the Instruments and the money you have in your account with the Company; (f) The Company may be bound by the laws of any jurisdiction in which Actions are found to provide information in relation to identity and other Customer details; In doing so, the Company will act in accordance with clause 21. (g) The property Customer's shares will be reflected in the Company's records. to get more information, the Client should consult the Trading Conditions of the shares account. (h) If the Company has not received instructions from the Client in relation to any of the Shares held in the Client's account (for example, to buy, sell or move assets) for a period of at least twelve years (notwithstanding any receipt of dividends or interest or similar items and regardless of any movement of the account balance of the Client) and the Company is unable to track the Client despite taking reasonable steps To do so, the Client agrees that the Company may stop treating the assets as assets of the Client. (i) It is hereby acknowledged and agreed that, under all circumstances, to enable the trade, the Company must use the funds of the Clients to be able to execute the orders of the Clients with any other potential executing broker that the Company may decide. To use. In this regard, the Company will transfer the Clients' funds into the account it maintains with the executing broker solely for the execution of Clients' orders on shares listed. The account of the Company maintained with the executing broker is the own account of the Company.

6. SERVICES

6.1 Subject to compliance with the Client's obligations under the Operating Agreements and to any other rights of the Company in the Operating Agreements, the Company will offer the following Client Services: FxWinning Limited (www.fxwinning.net) (a) Receive and transmit orders or execute (on own account) orders for the Client in Financial Instruments that act as Principal and / or Paired Principal against the Trading of Shares; (b) Grant credit to a Client (as applicable), to enable the Client to conduct a transaction on one or plus Financial Instruments, as described in this clause, provided that the Company is involved in the aforementioned transaction; (c) Provide custody and administration of financial instruments for the Client's account (as applicable), including custody and related services, such as cash / collateral management, as described in Clause 8 of this document; (d) Provide Clients with access to data from Investment Research that may be relevant for your consideration; 6.2 Subject to compliance with the Client's obligations under the Operating Agreements, the Company You can carry out Transactions with the Client on Instruments specified on the website of the Company www.fxwinning.net.

6.3 The Company will conduct all Transactions with the Client on a performance basis. only (i.e. no advice). The Company has the right to execute Transactions at even though a Transaction may not be suitable for the Client. The Company does not have any obligation, unless

and experience provided by the Customer to the Company is accurate and the Company shall have no liability to the Customer if such information is incomplete or misleading or changes or becomes inaccurate unless the Customer has informed the Company of such changes.

6.10 The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that the Company shall have no obligation to inform the Client of the reasons. The Company also reserves the right to suspend, delay and / or modify the provision of any Service in the event of Abnormal Market Conditions.

6.11 All Commercial Applications are subject to size considerations. If the size of the requested operation is greater than what the Company can complete at a particular time due to market conditions, then the Order may be partially executed or the operation or the entire Order may be rejected at the discretion of the Company.

6.12 Comments, news or other market information are subject to change and may withdraw at any time without notice.

6.13 The Company has the right to offer, at its discretion, through the Website, the opportunity for the Client to open a demo account. The Client is hereby notified and You understand that running in the demo environment where you operate an account demo may differ from real account environment. the Company will not be responsible for no loss and / or other damage incurred by reason of such differences.

6.14 The Company reserves the right, at its discretion, at any time to withdraw the all or part of the Services temporarily or permanently and the Client accepts that the Company will not have the obligation to inform the Client of the reason.

6.15 In accordance with common reporting standards, the Client agrees to send the Company all the necessary information about the Client (name, address, jurisdiction of residence, TIN (tax identification number), date and place of birth, Customer account number, and any documents and additional information necessary at the request of the Company) and accepts the systematic and periodic transmission of massive information from the taxpayer from the country of origin to the country of residence. The Client undertakes to transfer his personal data to the Company, which is registered as a data controller in accordance with the law, for identification purposes, administrative and commercial necessary for the Company to comply with its legal obligations and contractual under this and other agreements. between the parties, with the right to transfer said data auditors, lawyers, financial consultants and other service providers and counter-agents hired by the Company.

7. CONFLICTS OF INTEREST AND MATERIAL INTERESTS

7.1 When the Company deals with or on behalf of the Client, the Company, an associate or some other person related or affiliated with the Company, may have an interest, relationship or arrangement that is material in relation to the transaction in question or that conflicts with the interests of the client. By way of example only, when the Company deals with a Transaction for or in name of the Client, the Company may: a) trade in the respective Instrument as Principal for own account of the Company selling or buying the Client Instrument and / or principal matched against stock trading for short transactions; b) match

the Customer's transaction with that or another customer acting on behalf of said other customer, as well as in customer name; c) trade with the Instrument that the Company may have recommended to the Client (including holding a long or short position); or d) advise and provide other services to associates or other clients of the Company who may have interests in investments or underlying assets that conflict with the Client's interests.

7.2 The Client consents and authorizes the Company to deal with the Client or on his behalf of any manner that the Company deems appropriate, despite any conflict of interest or the existence of any material interest in a transaction, without prior reference to the Client. I know requires that Company employees adhere to an independence policy and that ignore any material interest or conflict of interest when advising the Client.

7.3 According to the law, the Company must take all reasonable measures to detect and avoid conflicts of interest. The Company is committed to acting with honesty, fairness and professionalism and in the best interest of its Clients and to comply, in particular, with the principles established in the Law in the provision of Services.

8. COMMISSIONS, CHARGES AND OTHER EXPENSES

8.1 The Client will be obliged to pay the Company commissions, charges and other costs established in the Contract Specifications. The Company will show all commissions, current charges and other costs on your website.

8.2 The Company may vary commissions, charges and other costs from time to time without prior notice. in writing to the Client. All changes in commissions, fees and other costs are shown in the Company's website and posting on the website will be deemed due notice.

8.3 Any commission or fee that the Company receives or pays will be made in accordance with the provisions of the Applicable Regulations.

8.4 The Client is hereby informed that in the event that a Partner (Introducer and / or Affiliate) of the Partners of the Company and / or the Company and / or any third party has presented to the Company, the Company may pay a fee and / or commission for Company Partners and / or the Partner directly, for the services provided calculated on the basis of the volume traded by the Client and / or otherwise and / or on the basis of the agreement concluded between the two parties. To Client's request, the Company will disclose further details.

8.5 The Client agrees to be notified if the Company pays commissions / fees to any third party who submitted or acts on behalf of the Client.

8.6 The Customer agrees to pay all stamp costs related to this Agreement and any documentation that may be necessary to carry out the Transactions.

8.7 The Client will be solely responsible for all presentations, tax returns and reports on any Transaction to be carried out to any relevant authority, be it government or otherwise, and the payment of all taxes (including, but not limited to, any transfer or value added tax.), arising out of or in connection with any Transaction.

8.8 With regard to stock trading, the Client will be asked to sign a W8- form. BEN, to establish the status of Chapter 3 and Chapter 4 of the Internal Revenue Code of the United States, whereby the Client "certifies" his country of residence and confirms that it is not resident of the United States. The Company will need to deduct US tax withholding. About the income and gross income of the Client's investments in US stocks. Company can also charge the Client for the supply of market data or any other account feature or custody and settlement fees or other fees such as Companion and reasonably advise the Client from time to time.

8.9 The Company shall have the right to pay, or receive a fee or commission, provide or provide any non-monetary benefits (the "incentive") in connection with the provision of an investment service or auxiliary service to by any party other than the Client or a person on behalf of the Client, when the relevant payment or benefit: (a) is designed to improve the quality of service relevant to the Client; (b) does not impair the fulfillment of the Company's duty to act honestly, fairly and professionally in accordance with the best interests of the Client.

8.10 In such case, the Company will disclose to the Client the existence, nature and amount of the incentive or, when the amount cannot be determined, its method of calculation. In your case, the Company also will inform the Client about the mechanisms to transfer to the Client the rate, commission, benefit monetary or non-monetary received in connection with the provision of the investment or service complementary.

8.11 In the event that the Client makes a withdrawal request without any commercial activity from the last deposit made or if any other form of abuse is found, the Company reserves the right to: a) charge the Client the equivalent amount of any deposit fees incurred, or b) 3% of the total withdrawal amount. The Client will be notified by email about the request for withdrawal processed and charges applied.

8.12 In case the Client does not have any commercial activity in all Accounts Clients' trade for a period equal to 6 (six) consecutive calendar months or more from the last commercial activity of the Client, the Company will charge the Client monthly an amount of 5 EUR / USD / GBP or NGN equivalent to USD per account, depending on the currency of the Client's Trading Account.

8.13 The Company will inform its Clients about the fees, commissions or any benefits monetary that is transferred to them.

8.14 From Friday to Monday Swaps are calculated once. From Wednesday to Thursday, the Swaps are calculated in triple size. Exceptions apply, see Contract Specifications for more information.

8.15 In the event of a corporate action on the underlying value of a CFD, and any index of cash, the Company will transfer to its Clients the economic effect (positive or negative) of said share as if they had the underlying value as shareholders. This transfer will be made in form of cash adjustment, position adjustment, delivery of a new security or CFD, or combination of these according to the particular corporate action. If the corporate action is complex and the

Company can not accurately determine the adjustment, the affected position may be closed before the date ex.

9. CURRENCY

9.1 The Company is entitled, without prior notice to the Client, to carry out any conversion of currency that the Company considers necessary or desirable in order to comply with its obligations or exercise your rights under the Operating Agreements or any Transaction. Any Conversion will be made by the Company in the manner and at the rates that the Company may determine at its discretion, taking into account the rates in force for the currencies freely convertibles.

9.2 Any foreign currency exchange risk arising from any Transaction or from the compliance by the Company of its obligations or the exercise by it of its rights under the Operating Contracts it will be assumed by the Client.

10. PROVIDE QUOTES

10.1 The Company provides Quotations to the Client in accordance with the Terms of Business.

10.2 The Company will not be obligated, but may, at its absolute discretion, execute as Principal and / or Paired Principal in connection with the Trading of Shares, Applications and Instructions of the Client in respect of any Instrument outside normal trading hours specified in the Contract Specifications for that particular instrument. In that case, all executed operations will be reported and sent to the Client if necessary and / or requested.

10.3 It is hereby acknowledged and accepted that it is the Customer's responsibility to ensure that it is informed about the trading hours through the internal mail of the Trading Platform trading and / or the information published on the FxWinning News website, and this will constitute Sufficient written notice as per clause 18 below in this document. The Company does not will have any responsibility and / or obligation in relation to the acts and / or omissions of the Client in relation to the aforementioned clause.

10.4 The Company specifies the Spread for each Instrument in the Contract Specifications. The Company has the right to change Spreads without prior written notice to Client subject to the Business terms. Otherwise, the Company will notify the Client no less than 7 (seven) days schedule prior to any changes to spreads.

10.5 The Client has the right to Market Data, which is data produced directly by a Stock exchange provider and / or Liquidity and / or Feeder of prices, in or der to be able to give Orders of Transactions for Trading Shares, through the compatible personal computer of the Client connected to the Internet. The Company will receive and transmit all Orders for execution given by the Client strictly in accordance with its terms. You hereby acknowledge and You agree that: (a) Market data will be provided or made accessible for convenience and information solely to assist the Client in making their own investment decisions and not will constitute investment advice. (b) Market data will be accessible and will be provided to the Client without any liability on the part of the Company.



Therefore, the Company shall have no responsibility to verify the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable instruction for the Company proceed with the Transaction on behalf of the Client. Furthermore, any price quoted in the Data The market price may differ from the execution price that the Client actually obtains. (c) The data of market constitute valuable confidential information. As such, the data is the exclusive property of the Stock Exchange and / or Liquidity Provider and / or Price Feeders that operate the market, to namely, NASDAQ (Automated Quoting System of the National Association of Dealers de Valores) and NYSE (New York Stock Exchange). Consequently, the Client can use it solely for the Client's own commercial purposes according to the rules of the Exchange and / or Liquidity provider and / or corresponding Price Feeder. Customers are recommended check the relevant Exchange website for full details of the applicable rules (www.nasdaqtrader.com, www.nyse.com). (d) Available prices must not be used for any other purpose than that established in clause 10.4 (c) above in this document, and the Client must not redistribute the available prices to any other person and for any reason, whether such redistribution is for commercial purposes. or other purposes. By present, the Company is authorized to enter into any agreement on behalf of the Client with any Exchange and / or Liquidity Provider (s) and / or Price Feeder (s) in relation to with the proper use of Market Data as deemed appropriate by the Company. In order to obtain more information about the market data, the client should consult the conditions trading of the stock account.

11. CLIENT REQUESTS AND INSTRUCTIONS

11.1 The Company processes and executes Requests and Instructions in accordance with the Terms of Deal.

11.2 The Company has the right to refuse a Request or an Instruction if any of the conditions established in the Business Terms or in the clause

11.3 of this Agreement is breached before the Company processes the Request or Instruction. Without However, the Company may, in its absolute discretion, accept and execute the Request or Instruction, notwithstanding that the conditions in the Terms of Business or in clause 11.3 of this agreement. If the Company executes the Request or Instruction and becomes aware of any breach of the conditions established in the Commercial Terms or in clause 11.3 of this Agreement, the Company may act in accordance with the Commercial Terms. The company You can also set cut times for Instructions or Orders. The Client will not have any claim against the Company arising from the fact that the Customer did not place an Order before of the cutoff time. Cut times are possible due to server maintenance, failures techniques, planned maintenance or renovation process. 11.3 The conditions to which it is made referenced in clause 11.2 are as follows: (a) a quotation must be obtained from the Company; (b) a quote must not be an indicative quote; (c) if a Budget is provided to the Client through the Client Terminal, the Client Instruction must be delivered while the Budget is valid; (d) The Company receives and accepts the Instruction prior to the interruption of the Internet connection or communication; (e) a quote must not be manifestly erroneous; (F) a quote must not be an error (peak) quote; (g) the size of the transaction should not be less than the minimum transaction size for this instrument indicated in the contract specifications;

(h) a force majeure event must not have occurred; (i) when the Client gives a Request or an Instruction to the Company, there must have been no Event of Default with respect to the Client; (j) when the Client opens a position, the Client will have sufficient Free Margin to cover the Initial Margin requirement with respect to that Position Open; (k) the Company does not suspect that the Client is involved in money laundering activities money or financing of terrorism or other criminal acts; l) There is no such consequence of the request from the Mauritian regulatory or supervisory authorities or a court order; (m) The Company has not sent a Notice of Termination of the Client Agreement to the Client.

11.4 The terms defined in the operating agreements are subject to the size of the transaction within normal market size for the specified instrument (see website for get more details). The Company may, in its absolute discretion, change these terms if the Client wishes to make a Transaction larger than the normal Market Size for the Specified instrument.

11.5 The Company reserves the right not to accept any offer or to carry out a Transaction with the Client, for example, if the Company believes that it will not be able to hedge the Transaction proposed in the Underlying Market, or if the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Transaction.

11.6 The Company has the right to delete any Pending Order canceled with more than 1 month of the history of the Client's Trading Account.

11.7 The Client understands, confirms and accepts in the present that part and / or all the history of his trading account on the MetaTrader 4 and / or MetaTrader 5 Platforms can, at any time and without prior written consent and / or notification to the Client, be filed by the Company at a single summarized line in the respective MetaTrader 4 and / or MetaTrader 5 trading account, where said trading account history records exceed a period of one (1) month.

11.8 The Client also understands, confirms and accepts in this document that said history of Archived operations and non-operations will be accessible and / or downloadable at any time from and / or within the Client's MyFxWinning.

11.9 The Company hereby confirms that the original business history records Archiving of the Client of the MetaTrader 4 and MetaTrader 5 Platforms within MyFxWinning of the Client, will be accessible and / or downloadable by the Client at any time through their MyFxWinning.

11.10 The Company hereby confirms that all Client records and / or activity commercial and -commercial, current and / or past and / or archived will be kept for at least seven (7) years after the termination of the business relationship with the Client and according to the requirements applicable legislation.

12. NETWORKS

12.1 The amounts payable under the Operating Contracts are converted automatically by the Company to the Currency of the Trading Account at the exchange rate for cash transactions on the foreign exchange market.

12.2 If the total amount payable under the Operating Agreements by the Client is equal to the total amount payable under the Operating Agreements by the Company, then the obligations to perform the payment of said amount will be automatically satisfied and downloaded.

12.3 If the total amount payable under the Operating Agreements by one of the parties exceeds the amount total payable under the Operating Agreements by the other party, then the party with the amount Greater aggregate will pay the excess to the other party and all payment obligations will be satisfied and automatically registered. This provision will also apply when a Client who may have multiple Trading Accounts and when an amount is owed to the Company from one of the Trading Accounts while funds are available in any other Account Trading, then the Company will have the right to settle any obligation owed by the Operations Account in deficit when transferring funds from the Operations Account (s) that it has Funds available. In the event of such a transfer, the Company will not be liable for any margin call or losses that the Client may suffer, including, but not limited to, losses due to to the Stop-out Level.

12.4 The Client's obligations to pay any amount due shall include all commissions, charges and other costs determined by the Company.

12.5 The Company, under the terms and conditions of the Operating Agreements, reserves the right to right, at its absolute discretion, to disable the Client's account without prior notice in the event of that places an abnormal number of erroneous requests that creates an additional burden for the Company servers and may cause a commercial experience to the Customers of the respective servers. Erroneous requests may include, but are not limited to, stops or invalid modifications, incorrect TP or SL, volume or number of orders over the limit, requests with insufficient account funds and others.

13. MARGIN REQUIREMENTS

13.1 The Client will provide and maintain the Initial Margin and / or the Covered Margin within the limits that the Company, in its sole discretion, may require from time to time under the Agreements operational. Said sums of money will only be paid to the Company's bank account in the form of cleared funds. It is the Client's responsibility to ensure that the Client understands how a margin is calculated.

13.2 The Client will pay the initial margin and / or the covered margin at the time of opening a position. The amount of the Initial Margin and the Hedging Margin for each Instrument is defined in the Contract Specifications.

13.3 If a force majeure event has not occurred, the Company has the right to change the margin requirements, giving the Client 3 (three) business days written notice prior to these amendments.

13.4 The Company has the right to change the margin requirements without prior written notice in the case of a force majeure event.

13.5 The Company has the right to apply new modified margin requirements in accordance with clauses 13.3 and 13.4 to new positions and or positions that are already open.

13.6 The Company has the right to close the open positions of the client without the consent of the client or any prior written notice if the equity is less than a certain rate based on the type of account as stipulated on the website.

13.7 It is the Client's responsibility to notify the Company as soon as the Client believes that no you will be able to meet a margin payment upon maturity.

13.8 The Company is not obligated to make margin calls for the Client. The Company is not liable to the Client for any failure of the Company to contact or attempt to contact the Client.

13.9 For the purposes of determining whether the Client has breached clause 13.6 above, the sums to the referenced therein that are not denominated in the Currency of the Account of Transactions will be treated as if they were denominated in the Currency of the Account Operations converting them into the Currency of the Trading Account at the exchange rate for cash transactions on the foreign exchange market.

13.10 The Client does not undertake to create or have any pending guarantee rights of of any kind, nor to agree to assign or transfer any of the Margin transferred to the Company.

14. PAYMENTS

14.1 The Client can deposit funds into the Trading Account at any time. Everyone Payments to the Company will be made in accordance with the Payment Instructions established in the MyFxWinning Client's personal area. In no case will third party or anonymous payments be accepted.

14.2 Deposits and withdrawals of funds to / from the Trading Account will be governed by the Regulations for Non-Negotiable Operations.

14.3 The Client may withdraw funds from the Trading Account at any time according to with clause 14.4.

14.4 If the Client gives an instruction to withdraw funds from the Trading Account, The Company pay the specified amount on the same day the withdrawal request was made, or the next business day if the Client's request is received outside of normal operations. hours. Whether they meet the following requirements: 1. the withdrawal instruction includes all the necessary information; 2. The instruction is to make a bank transfer to the Client's account (in no case will accept payments to third parties or anonymous accounts); 3. at the time of payment, the free margin of the customer exceeds the amount specified in the withdrawal instruction, including all payment charges. The Client acknowledges and accepts that the expected destination of the outgoing transfers / payments will be the same as the expected destination of the inflow of funds. The Client will not be able to withdraw his funds for any other method, nor to any other country apart from your home country.

14.5 The Company reserves the right to reject a withdrawal request from the Client by requesting a specific transfer method and the Company has the right to suggest an alternative.

14.6 The Client may withdraw any of his winnings that exceed the amount deposited from the specific destination of entry of funds, of a bank account that belongs to him, provided that present all necessary evidence to the Company. However, in exceptional cases, the Company may proceed to send funds to a country other than the Client's country of residence, provided that the Client presents all the relevant information and documentation.

14.7 The Company will debit the Client's Trading Account for all payment charges. Should the Client instruct the Company to close the Client's Trading Account, the Net amount payable to Client will be the balance amount minus any and all charges bank provided that the amount of the balance is greater than the bank charges; otherwise, the Client agrees that they will not receive any amount and the account will be closed without any other being made transfer of funds.

14.8 If the Client has an obligation to pay any amount to the Company that exceeds the Equity in your Trading Account, the Client must pay the amount that represents the excess within 2 business days after the obligation appears.

14.9 The Company ensures that losses will not exceed the total funds available per account (s) of Client operations (negative balance protection).

14.10 All payments received will be credited to the Client's Trading Account no later than one (1) business day after the Company's bank has cleared the funds.

14.11 The Client acknowledges and accepts that (without prejudice to any of the other rights of the Company under the Operating Agreements to close the Client's Open Positions and exercise other remedies by default against the Client) when an amount payable to the Company in accordance with the Operating Agreements and sufficient cleared funds are not yet have credited in the Client's Trading Account, the Company will have the right to treat the Client as if they had not made a payment to the Company and exercise their rights under the Agreements Operational. The payment amount will be converted into the Currency of the Trading Account at the rate determined by the Company's bank.

14.12 The Company will periodically update the payment system available in the section of deposit and withdrawal. The availability of each payment system may vary depending on the country of residence, Therefore, the available payment systems will be located in the Customer Portal.

15. LIMITATIONS OF LIABILITY AND INDEMNITY

15.1 Nothing in the Operating Agreements shall exclude or restrict any obligation or liability that the Company may have or owe to the Client under the Applicable Regulations, or any liability that the Company may incur under the Law or Regulations Applicable with respect to a breach of such obligation, or anything in the Operating Agreements will require the Client to indemnify or compensate the Company to any extent prohibited by the Applicable Regulations.

15.2 In the event that the Company provides advice, information or recommendations to the Client, the Company will not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that the Company, in the absence of its fraud, breach willful or gross negligence, will not be liable for any loss, cost, expense or damage suffered by the Client arising from any inaccuracy or error in the information provided to the Client. including, without limitation, information related to any Transaction. Subject to the right of the Company to void or close any Transaction in the specific circumstances established by FxWinning Limited (www.fxwinning.net). Operating agreements, any Transaction after said inaccuracy or error will remain valid and binding in all respects for both the Company as for the Client.

15.3 The Company will not be responsible for any loss or expense incurred by the Client in relationship with, or arising directly or indirectly from: (a) Any error or failure in the operation of the Trading Platform or any delay caused by the Terminal of the Client; (b) Transactions made through the Client Terminal; (c) Any breach by the Company to fulfill any of its obligations under the Agreements Operational as a result of Force Majeure or a cause beyond their control; or (d) The acts, omissions or negligence of any third party. (e) All Orders given through and under the Data Client Access; (f) Unauthorized third parties who have access to information, including electronic addresses, electronic communication, personal data and access data when above is transmitted between the Parties or any other party, using the Internet or other facilities network communication, postal mail, telephone or any other electronic means; (g) A delay in the transmission of any Execution Order; (h) Solvency, acts / representations or omissions of any third party; (i) Exchange rate risk; (j) Slippage; (k) It materializes any of the risks related to CFD trading; (l) Any change in the rates of taxes; (m) The Client using Trailing Stop and / or Expert Advisor; (n) The Client relying on Stop Loss Orders; (o) Information related to trading hours.

15.4 The Client will indemnify the Company and hold the Company indemnified on demand with respect to all liabilities, costs (including but not limited to legal costs, fines and interests), claims, damages, lawsuits, losses and expenses of any nature that the La Company suffers or incurs as a direct or indirect result of any breach by of the Client in the fulfillment of any of the Client's obligations under the Operating Agreements and / or that may arise in relation to the execution or as a result of the execution of the Client Agreement and / or in relation to the provision of the Services and / or in relation with any Order

15.5 The Company will not under any circumstances be liable to the Client for any loss consequential special or indirect, loss of profit, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages that the Client may suffer in relation to with the Operating Agreements, unless otherwise agreed in the Terms of Business.

15.6 In the event of a negative balance on a Retail Client's account, the Company will not submit a claim against the Client for that amount, except in cases where the Client has used illicit methods to create it.

16.15 If the Client has been notified in advance by internal mail of the Platform Trading or some other form of routine construction on the Server, complaints will not be accepted carried out with respect to the Instructions not executed that are given during said period of building. The fact that the Client has not received a notification, despite the measures reasonable measures adopted by the Company, shall not constitute a reason for filing a complaint.

16.16 We do not accept complaints regarding the execution of a Transaction or Order based on the price difference of the Contract for Difference in the Trading Platform and the asset underlying the Contract for Difference.

16.17 Complaints regarding the execution time of the Order despite the amount of time that a Distributor needed to execute the Order, as well as the time in which the execution of the Registered Order from Server Log File is not accepted, unless Order placed in the queue has not been executed as stipulated in the Trading Conditions.

16.18 No complaints will be accepted from Clients regarding the financial results of the transactions carried out using the temporary excess free margin in the Trading Account obtained as a result of a profitable position (subsequently canceled by the Company) open on an Error Quote (Peak) or on a quote received as a result of an error manifest.

16.19 With respect to all Disputes, the Client's references to the Quotes from other companies or information systems.

16.20 The Client acknowledges that he will not be able to manage the position while the Dispute regarding this position and no complaints are accepted regarding that matter.

16.21 Once the Dispute is resolved, the Company has the right to activate the Stop Loss or Take Profit in the chronological order in which they would have been activated if the Stop Out had not been executed.

16.22 The Company has the right to cancel any Transaction if the hedging transaction corresponding has been canceled by a Liquidity Provider.

16.23 It is hereby recognized and accepted that the Client must consult the Management Policy of complaints found on the Company's website, with any modifications made periodically, with a view to starting the above procedure.

17. AMENDMENT AND TERMINATION

17.1 The Client acknowledges that the Company has the right to unilaterally modify the terms and conditions of the Operating Agreements at any time and at its sole discretion, giving the Client a written Notice by email and / or by posting the modification on the Website. The Company and the Client will have the option to rescind this by giving written notice. He Client acknowledges that a variation made to reflect a change in law or regulation may, if it is necessary, take effect immediately.

17.2 Both parties to the Agreement may terminate by notifying the other Party in writing.



17.3 Any such termination will not affect any obligations already incurred by the Client or the Company with respect to any Open Position or any right or obligation that may already have arisen under the Operating Agreements or any Transaction and deposit / withdrawal operations done under.

17.4 Upon termination of this Agreement, the Company shall be entitled, without prior notice to the Client, to stop granting you access to the Trading Platform.

17.5 Upon termination of this Agreement, all amounts payable by the Client to the Company will be immediately due and payable, including (but not limited to): (a) all fees, pending charges and commissions; (b) any trading expenses incurred in terminating this Agreement and charges incurred for transferring Client's investments to another investment firm; and (c) any losses and expenses incurred in closing any Transaction or settling or terminating outstanding obligations incurred by the Company on behalf of the Client. (d) Any charges and additional expense incurred or to be incurred by the Company as a result of the termination of the Agreement; (e) Damages that arise during the formalization or settlement of obligations slopes.

17.6 Upon termination, the Company reserves the right to retain the Client's funds as per necessary to close positions that have already been opened and / or pay any obligation pending from the Customer under the Agreement.

17.7 Upon termination, the Company reserves the right to combine any Client Account of the Client, consolidate the Balances in said Client Accounts and offset those Balances and close the Customer Account.

17.8 Upon termination of this Agreement, the Company shall be entitled, without prior notice to the Client, to stop granting the Client access to market data and / or Close the Client's Account and / or convert any currency and / or suspend or freeze or close any position or reject Orders.

17.9 After termination, if there is a Balance in favor of the Client, the Company (after withholding the amounts that, in its absolute discretion, it deems appropriate with respect to future responsibilities) pay said Balance to the Client as soon as reasonably possible and provide a statement showing how that Balance was arrived at and where applicable instruct FxWinning Limited (www.fxwinning.net) to any Nominee and / or Custodian who also pays the amounts corresponding. Such funds will be delivered in accordance with the Client's Instructions to the Client.

18. CONFIDENTIALITY AND WAIVER

18.1. The information that the Company has about the Client is confidential and will not be used to for any other purpose other than in relation to the provision of the Services. The information of confidential nature will be treated as such provided that said information is no longer the domain public or in legal possession of the Company and is not subject to an obligation of confidentiality or nondisclosure upon receipt by the Company. Company. The information of confidential nature will only be disclosed to any person, in the following circumstances: (a) of compliance with the Foreign Accounting Tax Compliance Act (FATCA) and

the Standard Information Common (CRS); (b) when required by law or requested by regulatory authorities and enforcement, courts and similar bodies that have jurisdiction over the Company; (c) for investigate or prevent fraud or other illegal activities; (d) to those members of the staff of the Company that require information from them for the performance of their functions under the Operating Agreements or any third party in relation to the provision of Services to the Client by part of the Company; (e) for purposes auxiliary to the provision of the Services or the administration of the Client's Trading Account, including but not limited to the purposes of consultations or evaluations of credit or identification; (f) at the request of the Client or with the consent of the Client; (g) to consultants, lawyers, auditors of the Company, provided that in each case the relevant professional be informed about the confidential nature of such information and also commit to the confidentiality obligations established herein; (h) in a judicial proceeding between the Company and Client.