



Terms and Conditions

This is a legal contract between Wingo Group LTD, (hereinafter referred to as "Wingo Group" or "Company") organised under the territory of Saint Lucia Laws, its successors and assigns, and the party (or parties) executing this document.

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1. Common Provisions

1.1. In consideration of Wingo Group to carry one or more accounts of the undersigned person or persons (hereinafter referred to as "Customer") and providing services to the Customer in connection with the purchase and sale of Traded Contracts, commodity, equity/ stock and off exchange financial derivatives contracts (hereinafter referred to as Traded Contracts)

1.2. The Company provides for the Customer the following services:

- a. Opening of trading account.
- b. Access to "Wingo Group" Service.
- c. Organisation of the Traded Contract transactions through its trading platform.

2. Opening of a Trading Account

2.1. To open a trading account, the Customer should fill in the registration form on the Company's website at wingomarkets.com.

2.2. When filling in the registration form, the currency denomination of the Trading Account is the US Dollar (USO).

2.3. The Company offers various trading account types, the specifications of which are available on the Company's website wingomarkets.com. The Company reserves the right to change the specifications of the trading accounts and publish any changes made to a specific trading account type on the relevant page of the website wingomarkets.com

2.4. The Company has the right to refuse the provision of any investment or ancillary service to the Customer and any related accounts at any time, without being obliged to



inform the Customer or the reasons to do so in order to protect the legitimate interests of both the Customer and the Company.

The Company has the right to archive any trading account should the Customer not perform any trading or financial transaction for a period of 90 calendar days, regardless of the balance amount. If there is insufficient balance to support pending orders at the time of archiving, the pending orders will be deleted. The said archived trading account can be reinstated by sending an email to support@wingomarkets.com. The Archived account is not considered as a terminated account.



2.5. The company has the right to refuse its offering of services to any party.

2.6. The Customer acknowledges that the Company's official language is the English Language.

2.7. The Customer hereby acknowledges and agrees that:

- a. By completing and submitting the online Account Opening Agreement and clicking on the "I Accept" button or similar buttons or links as may be designated by the Company on the Company's Main Website(s) shows his/her approval of this Agreement;
- b. By continuing to access or use the Company's Main Website(s) shows his/her approval of this Agreement.

3. Responsibilities and Duties of the Parties

3.1. The Company holds no responsibility for unauthorised use of the passwords provided to the Customer, which the Customer should protect and keep in secret.

3.2. The Customer holds complete responsibility for all transactions made in the trading account.

3.3. The Company has the right to request from the Customer his/her identification documents. These include proof of address, proof of ID and printed copies of the front and back of the credit card used in funding the trading account.

3.4. The Customer takes the responsibility of depositing to the trading account only funds of a legal nature.

3.5. The Company has the right to cancel the transactions made by the Customer in case it violates the provisions of items 9 and 11.5 of the Agreement and/or if the Customer requests for the transaction to be cancelled.



3.6. All the information published by the Company is of an introductory character. The Company holds no responsibility for the action or inaction of the Customer in response to the presentation of this information to the Customer.

4. Authorisation to Trade

4.1. Wingo Group will engage in Traded Contracts transactions with the Customer in accordance with Customer's oral, written, or electronic instructions. Wingo Group will act as the counterparty to the Customer in all such transactions. Unless instructed by the Customer to the contrary in writing, Wingo Group is authorised to execute all Orders with such counterparty banks, sophisticated institutions, registered participants, or Wingo Group itself, as Wingo Group deems appropriate.

5. Execution of Orders

5.1. It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Customers when executing orders on financial instruments offered by the Company or receiving and transmitting orders for execution. The Customer understands and acknowledges that the Company will enter into transactions with the Customer either as principal (counterparty) or an agent. The Company will be the contractual counterparty to the Customer.

5.2. The Company, when executing orders, will obtain the best possible result for Customers, taking into account factors like price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order. Where the Company executes an order on behalf of a Customer, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Customer which directly relate to the execution of the order.

5.3. For determining the importance of the execution factors indicated above, the following criteria are also taken into account:

- The characteristics of the Customer
- The characteristics of the Customer order;
- The characteristics of financial instruments that are the subject of that order;
- The characteristics of the execution venues to which that order can be directed.

5.4. The Customer understands and acknowledges that all orders received by the Company from the Customer are orders for execution outside a Regulated Market or MTF and are over the counter ("OTC") traded instruments. The transactions entered in financial instruments with the Company are not undertaken on a recognized exchange, rather they are undertaken through the Company's Trading Platform and, accordingly, they may expose the Customer to greater risks than regulated exchange transactions. Therefore, the Company may not execute 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 established solely by the counterparty which in this case is the Company. The Customer is obliged to close an open position of any given financial instruments during the opening hours of the Company's Trading Platform. The Customer also must close any position with the same counterparty with whom it was originally entered, i.e., the Company.

5.5. Orders may be placed with the Company once the Customer gets access to the Company's Trading Platform. The Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to the Customer and any such Orders will be binding upon the Customer.

5.6. The Company's Buy/ Sell prices for a given CFD are calculated by reference to



the price of the relevant underlying asset. Third party reputable external resources (i.e. feed providers) obtain prices (Buy/Sell prices) of the underlying asset for a given CFD. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the Buy/Sell prices), hence the prices it quotes to Customers compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Company provides Quotes by taking into account the underlying asset price. The Customer acknowledges that such Quotes will be set by the Company at its absolute discretion.

5.7. Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Company's Website, as amended from the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). The Company shall not be obliged to arrange for the execution of the Customer's orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

5.8. If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Customer. The Company shall inform the Customer of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

5.9. During the occurrence of a manifest error i.e. a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any transaction, having regard to the current



market conditions at the time an order is placed as the Company may reasonably determine, the Company may amend the details of affected transactions to reflect what the Company reasonably determines as correct and fair and/or declare any or all affected transactions as void.

5.10. During periods of abnormal Market (Volatile) Conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the reference asset has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Customer's losses at the intended amount.

5.11. Decline of Customer's Orders and Instructions: The Company is entitled to decline or refuse to transmit or arrange for the execution of any order in any of the following cases as applicable:

- a. under abnormal market conditions;
- b. If the Customer's free Margin is less than the required Margin or there are no available cleared funds deposited in the Customer Account to pay all the charges of the particular order;
- c. it is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that order or the Company believes that it will not be able to hedge the proposed transaction or it is impossible for the order to be executed due to condition of the relevant market;

- d. where the Company suspects that the Customer is engaged in money laundering activities or terrorist financing or other criminal acts;
- e. in consequence of request of regulatory or supervisory authorities or a court order;
- f. where the legality or genuineness of the order is under doubt;
- g. there is absence of essential detail of the order or the order is not clear or has more than one interpretation;
- h. a Quote is not obtained from the Company or the Quote obtained by the Company is an indicative Quote or the Quote is the result of manifest error or Quote is an error Quote;
- i. internet connection or communications are disrupted;
- j. a Force Majeure Event has occurred;
- k. the Company has sent a notice of termination of this Agreement to the Customer;
- l. The Customer has failed to meet the minimum Margin requirement;

5.12. The Company prohibits and/or has the right not to allow any abusive trading activity, which can be defined as trading strategies aimed at exploiting errors in prices by taking advantage of internet, connectivity delays and price feed errors i.e. arbitrage, using programs and systems to enter trades with price latencies, internal hedging in coordination with other parties, fraud, manipulation, abuse of negative protection rule and/or any other abusive trading activity, including among others (list not exhaustive):

- a. abusive trading activities/strategies applying scalping and/or high frequency trading
- b. multiple registrations from the same IP address
- c. trading activities that can be counted as fraud, manipulation or attempts to garner risk free profits that may lead to platform abuse, price manipulation, time manipulation or similar practices
- d. the participation to the promotion of third parties on behalf of the Customer without



- the proper authorization or right to act
- e. trades entered or exited with latencies
- f. acting together with a third party using the trading platform in an abusive or manipulating way;

5.13. The Company reserves the right, at its sole discretion, to revoke any transactions based on fraudulent or abusive trading strategies (as defined in section above), to make all necessary corrections or adjustments such as to adjust the price spread available to the Customer where applicable and/or remove, cancel any profit/loss generated from the abusive trading activity. Furthermore, the Company reserves the right to suspend the Customer's access to the Company's services or terminate the Account without notice as per the provisions of this agreement.

6. Margins and Deposit Requirements

6.1. The Customer shall provide to and maintain with Wingo Group margin in such amounts and in such forms as Wingo Group, in its sole discretion, may require. Wingo Group may change margin requirements at any time. No previous margin requirement by Wingo Group shall prevent the Company from increasing that requirement without prior notice. The Company retains the right to limit the amount and/ or total number of open positions that the Customer may acquire or maintain at Wingo Group. The Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/ or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions, the margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged due to currency conversion rate or daily interest.



6.2. The Margin levels applicable to the different products offered by the Company can be found on the Company's trading platform. If at any time the equity falls below a certain percentage of the required Margin, specified on the trading platform, the Company has the right to close any or all of the Customer's open positions without the Customer's consent or any prior written notice to him. The Customer will be informed about the closure of its position through electronic means should the equity falls below the required margin.

6.3. The Customer is responsible to monitor its account balance and keep sufficient funds in its Account in order for its open positions to remain unaffected. The Company shall have the right, but not the obligation, to start closing Customer's open positions starting from the most unprofitable, when the Margin is less than 100% of the Margin requirement. In the case where the Margin is equal to or less than mentioned percentage of the Margin requirement, then Customer's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.

6.4. Margin or leverage Level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with transactions, including subsequent variation of any Margin rates set at the time transactions are opened. The Customer can request to change his account leverage at any time by contacting the Company.

7. Carrying Positions Forward

7.1. A position will be carried forward at the initial execution price until it is eventually closed by the Customer or by Wingo Group under the provisions of Paragraph 7 (Liquidation of Accounts). Consistent with Wingo Group policy, a position that is carried



forward may be credited or debited interest charges until the position is closed.

8. Collateral

8.1. All funds, securities, currencies, and other property of the Customer which Wingo Group or its affiliates may at any time be carrying for the Customer (either individually, jointly with another, or as a guarantor of the account of any other person) or which may at any time be in its possession or control or carried on its books for any purpose including safekeeping, are to be held by Wingo Group as security and subject to a general lien and right of set-off for liabilities of the Customer to Wingo Group whether or not Wingo Group has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts the Customer may have with Wingo Group.



9. Settlement Date and Rollovers

9.1. The Customer authorises Wingo Group to rollover all Open Positions in the Customer's Trading Account, at the Customer's risk, into the next settlement period upon such terms as Wingo Group determines in its sole discretion. The positions will be rolled over by debiting or crediting the Customer's Trading Account with the amount calculated in accordance with the Company's Rollover/ Interest Policy.

10. Untrue Trades

10.1. Wingo Group shall have the right to annul and/ or reverse any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).



11. Liquidation of Accounts

11.1. In the event of:

- a. the death or judicial declaration of incompetence of Customer;
- b. the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer;
- c. the filing of an attachment against any of Customer's accounts carried by Wingo Group;
- d. insufficient margin, or Wingo Group determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account;
- e. Customer's failure to provide Wingo Group any information requested pursuant to this agreement; or



- f. any other circumstances or developments that Wingo Group deems appropriate for its protection, and in Wingo Group sole discretion, it may take one or more, or any portion of, the following actions:
1. satisfy any obligation Customer may have to Wingo Group, either directly or by way of guarantee of suretyship, out of any of Customer's funds or property in its custody or control or in the custody or control of any Wingo Group affiliate.
 2. sell any or purchase any or all currency contracts, securities, or other property held or carried for Customer; and
 3. cancel any or all outstanding orders or contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others. In liquidation of Customer's long or short positions, Wingo Group may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in Wingo Group sole judgment may be advisable to protect or reduce existing positions in Customer's account. Any sales or purchases hereunder may be made according to Wingo Group judgment and at its discretion.



12. Deposit/Withdrawal Transactions

12.1. Wingo Group shall neither receive nor disburse Customer's funds in cash currency. All transactions between the Customer and Wingo Group shall be performed by wire or other method in which the identities of both the sending and receiving parties can be verified by Wingo Group and which Wingo Group in its sole discretion shall deem appropriate. Wingo Group shall not accept deposits from any third party to the Customer's account; Wingo Group shall not withdraw any funds from Customer's account to any third party. Wingo Group shall perform wire transactions only between Customer's Wingo Group account and another account which is held in Customer's name or of which Customer clearly demonstrates ownership to Wingo Group.



1.1. Deposits and Withdrawals to/ from Trading Accounts are done during the working hours of the Company's Back Office Department. These times are between 07:00 GMT and 22:00 GMT. The Company assumes the responsibility to process withdrawal requests within two business days from their receipt.

1.2. All costs associated to deposits/ withdrawals using are available on the website for the Customer's reference.

1.3. The Customer has the right to withdraw any amount from his/ her Trading account assuming this does not create a compulsory close of any open positions due to insufficient margin.

1.4. Withdrawals can only be sent via the same money transfer method that was used when depositing funds. In the case of withdrawing an amount bigger than the deposit amount the excess amount is sent via a different money transfer method.

1.5. Wingo Group does not charge any fees for deposits or withdrawals. If any fees are applied, they are charged by the payment gateway vendor, bank or credit card company. Wingo Group does not cover these charges. These charges are covered by the end sender/ receiver of the funds.

1.6. In case any illegal financial activity is suspected, we reserve a right to delay the withdrawal until the investigation is completed.

1.7. In case a Customer's deposit cannot be withdrawn via the same method as the one used for the initial deposit, we reserve the right to delay the withdrawal until we carry out an anti-money laundering investigation.

1.8. In the event funds are incorrectly placed into your account and/ or withdrawn by you, Wingo Group reserves the right to retrieve these funds either directly from the



account in question or via any other accounts held by the account holder.

1.9. If the Customer does not trade sufficient trade volume in his/ her trading account fund withdrawals can only be sent into the same payment gateway that was used when depositing into the account. The level of 'sufficient trade volume' is established by the Company at its own discretion.

1.10. The Company reserves the right to deduct from the trading account an amount as compensation, if the account did not trade sufficient trade volume, and the account



was used for the purpose of converting funds from one payment gateway into another. The 'sufficient trade volume' is established by the Company at its own discretion.

2. Statements and Confirmation

2.1. Reports of the confirmation of orders and statements of accounts for the Customer shall be deemed correct and shall be conclusive and binding upon the Customer if not objected to immediately upon receipt and confirmed in writing within one (1) day after electronic transmittal to the Customer. Instead of sending trade confirmation via postal mail, Wingo Group will provide the Customer access to view the Customer's account at any time with an online login via the Internet.

3. Communications

3.1. Reports, statements, notices, and any other communications will be transmitted to the Customer electronically by posting to the Customer's online account or via email to the email address on the Customer's application, or to such other email address as the Customer may from time to time designate to Wingo Group. All communications so posted or sent shall be deemed transmitted by Wingo Group when posted or sent and deemed delivered to the Customer personally, whether actually received by the Customer or not.

4. Company's Responsibilities

4.1. Wingo Group shall not be liable to the Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalisations, devaluations), natural



disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Wingo Group, the Customer, any market, or any settlement or clearing system Wingo Group will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Wingo Group' control or anticipation. Wingo Group shall not be liable



for losses arising from the default of any agent or any other party used by Wingo Group under this agreement.

5. Currency Fluctuation Risk

5.1. If the Customer directs Wingo Group to enter any Traded Contracts transaction:

- a. any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Customer's account and risk;
- b. all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which Wingo Group may choose to accept, in such amounts as Wingo Group may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit; and
- c. Wingo Group is authorised to convert funds in the Customer's account for margin into and from such foreign currency at a rate of exchange determined by Wingo Group in its sole discretion based on the then prevailing money market rates.



6. Risk Disclosure and Risk Acknowledgment

6.1. The Customer acknowledges that investments in leveraged Traded Contracts transactions are speculative, involve a high degree of risk, and is appropriate only for persons who can assume risk of loss of their margin deposit. The Customer understands that because of the low margin normally required in trading Traded Contracts, price changes in the Traded Contracts may result in the loss of the Customer's margin deposit. The Customer warrants that the Customer is willing and able, financially, and otherwise, to assume the risk of Traded Contracts trading, and in consideration of Wingo Group carrying his/her account(s), the Customer agrees not to hold Wingo Group responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents, or representatives. The Customer recognises that guarantees of profit or freedom from loss are impossible of performance in Traded Contracts trading. The Customer acknowledges that the Customer has received no such guarantees from Wingo Group or from any of its representatives or any introducing agent or other entity with whom the Customer is conducting his/ her Wingo Group account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

6.2. It is important for the Customer to understand the risks involved before deciding to enter into a trading relationship with the Company. If the Customer chooses to enter into a trading relationship with the Company, he should remain aware of the risks involved and be able to have adequate financial resources to bear such risks.

6.3. The financial instruments offered by the Company are high-risk products that are traded on margin and carry a risk of losing all Customer's initial deposit. These kind of products can fluctuate significantly and present a high risk of capital loss, therefore these products may not be appropriate or suitable for all customers and the Customer should seek independent advice should he is not able to understand the risks involved.

6.4. General Risks and Acknowledgements: The Customer acknowledges, understands, agrees and accepts the risks including but not limited:

- a. The Company does not and cannot guarantee that funds deposited in the Customer's Account for trading will not be lost as a result of the Customer's transactions.
- b. The Customer acknowledges that, regardless of any information which may be offered by the Company, the value of any investment in financial instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- c. The Customer acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and accepts that he/she is willing to undertake this risk.
- d. 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.

- e. The Customer is hereby advised that the transactions undertaken through the dealing services of the Company may be of speculative nature. Large losses may occur in a short period of time and may be equal to the total value of funds deposited with the Company.
- f. Some financial instruments may not become immediately liquid, for example, as a result of reduced demand and the Customer may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- g. When a Financial Instrument is traded in a currency other than the currency of the Customer's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- h. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Customer's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- i. The Customer should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.
- j. Under certain market conditions (for example but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.
- k. Should the equity of the Customer be insufficient to hold current positions open, the Customer may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss and the Customer will be liable for any resulting deficit.



- i. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.
- m. There is a risk that the Customer's trades in financial instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Customer should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades.
- n. Before the Customer begins to trade, he/she should obtain details of all commissions and other charges for which the Customer will be liable. If any changes are not expressed in money terms (but for example a spread), the Customer should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- o. The Company will not provide the Customer with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind specifically to meet the Customer's investment profile. Note that the Company may provide generic research or information that is contained in the Company's website or material which shall be of a general nature and for information purposes only and does not constitute advice or recommendation to perform any actions with financial products or instruments, or to participate in any particular trading strategy as well as cannot guarantee any profits. Furthermore, it does not take into account the Customer's personal circumstances, financial situation or needs therefore the Customer shall seek professional advice, as required. In addition, any past performance is not a reliable indicator of future performance.
- p. There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of the significant macroeconomic figures, economic or political news that make currency markets



to open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

7. Trading Recommendations

7.1. The Customer acknowledges that:

- a. Any market recommendations and information communicated to the Customer by Wingo Group or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any Traded Contracts contract,
- b. Such recommendation and information, although based upon information obtained from sources believed by Wingo Group to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and
- c. Wingo Group makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Customer. The Customer acknowledges that Wingo Group and/ or its officers, directors, affiliates, associates, stockholders, or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to the Customer, and that the market position of Wingo Group or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to the Customer by Wingo Group.
- d. The Customer acknowledges that Wingo Group makes no representations concerning the tax implications or treatment of Traded Contracts.



8. Customer Representations and Warranties

8.1. The Customer represents and warrants that:

- a. the Customer is of sound mind, legal age, and legal competence; and,
- b. no person other than the Customer has or will have an interest in the Customer's account(s); and,
- c. the Customer hereby warrants that regardless of any subsequent determination to the contrary, the Customer is suitable to trade Traded Contracts, and,
- d. the Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/ or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that the Customer becomes so employed, the Customer will promptly notify Wingo Group via email of such employment; and, e. all the information provided in the information portion of this booklet is true, correct and complete as of the date hereof and the Customer will notify Wingo Group promptly of any changes in such information.

9. No Guarantees

9.1. The Customer acknowledges that the Customer has no separate agreement with the Customer's broker or any Wingo Group employee or agent regarding the trading in the Customer's Wingo Group account, including any agreement to guarantee profits or limit losses in the Customer's account. The Customer understands that the Customer is under an obligation to notify Wingo Group's Compliance Officer immediately in writing as to any agreement of this type. Further, the Customer understands that any representations made by anyone concerning the Customer's account that differ from any statements the Customer receives from Wingo Group must be brought to the



attention of Wingo Group's Compliance Officer immediately in writing. The Customer understands that the Customer must authorise every transaction prior to its execution unless the Customer has delegated discretion to another party by signing Wingo Group's limited Power of Attorney form, and any disputed transactions must be brought to the attention of Wingo Group's Compliance Officer pursuant to the notice requirements of this Customer Agreement. The Customer agrees to indemnify and hold Wingo Group harmless from all damages or liability resulting from the Customer's failure to immediately notify Wingo Group's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to Wingo Group at its head office. Furthermore, Wingo Group shall make no guarantees that any order shall be executed with or without price gaps or not executed at all. The ability to execute an order is dependent upon Wingo Group's ability to offset the trade at Wingo Group's clearing houses and liquidity providers, at Wingo Group's sole discretion.

9.2. The Company bears no responsibility for any loss or expense incurred by the Customer in connection with, or directly or indirectly arising from the acts, omissions, or negligence of any third party and any error or failure in the operation of the Trading Platform or any delay caused by the Customer's Terminal.

10. Joint Accounts

10.1. If more than one natural person executes this Agreement as the Customer, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian, or other fiduciary, such the Customer hereby agrees to indemnify, defend, save, and hold free and harmless Wingo Group for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.

11. Conflicts of Interest

11.1. The Company, its associates or other persons or companies connected with the Company may have an interest, relationship or arrangement that is material in relation to any transaction or Contract affected, or advice provided by the Company, under the Terms. By accepting these Terms the Customer agrees that the Company may transact such business without prior reference to any potential specific conflict of interest.

12. Inducements

12.1. The Company may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offers services to the Customer and they not impair compliance with the Company's duty to act in the best interests of the Customer.

13. No Waiver or Amendment

13.1. No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by both the Customer and an authorised officer of



Wingo Group. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Wingo Group or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognised or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

14. Binding Effect

14.1. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Wingo Group irrespective of any change or changes at any time in the personnel of Wingo Group or its successors, assigns, or affiliates. This Agreement including all authorisations shall inure to the benefit of Wingo Group and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/ or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer. Customer hereby ratifies all transactions with Wingo Group were affected prior to the date of this Agreement and agrees that the rights and obligations of a Customer in respect thereto shall be governed by the terms of this Agreement.



15. Termination

15.1. This Agreement shall continue in effect until termination, and may be terminated by the Customer at any time when the Customer has no open position(s) and no liabilities held by or owed to Wingo Group upon the actual receipt by Wingo Group of written notice of termination via email, or at any time whatsoever by Wingo Group upon the transmittal of written notice of termination to the Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve the Customer of any obligations arising out of prior transactions entered into in connection with this Agreement.

16. Indemnification

16.1. The Customer agrees to indemnify and hold Wingo Group, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Wingo Group arising out of the Customer's failure to fully and timely perform the Customer's agreements herein or should any of the representations and warranties fail to be true and correct. The Customer also agrees to pay promptly to Wingo Group all damages, costs, and expenses, including attorney's fees, incurred by Wingo Group in the enforcement of any of the provisions of this Agreement and any other agreements between Wingo Group and the Customer.

17. Terms and Headings

17.1. The term "Wingo Group" shall be deemed to include Wingo Group, its divisions, successors, and assigns; the term "Customer" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements



and authorisations executed by the Customer in connection with the maintenance of the Customer's account with Wingo Group regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

18. Governing Law and Jurisdiction

29.1 This Agreement is governed by the Laws of Saint Lucia.

29.2 The Competent Courts for all disputes and controversies arising out of or in connection with the Agreement shall be the Courts of Saint Lucia.

19. Recordings

19.1. The Customer agrees and acknowledges that all conversations regarding the Customer's account(s) between the Customer and Wingo Group personnel may be electronically recorded with or without the use of an automatic tone-warning device. The Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving the Customer or Wingo Group. The Customer understands that Wingo Group destroys such recordings at regular intervals in accordance with Wingo Group established business procedures and the Customer hereby consents to such destruction.

20. Prohibited Trading

20.1. The Customer agrees and acknowledges that the service provided by Wingo Group to the Customer hereunder is not adapted for certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems or "Expert Advisors". In the event of the Customer employing such techniques, the Customer agrees and acknowledges that Wingo Group may at Wingo Group's sole discretion take one or more, or any portion of, the following actions:



- a. close the Customer's account;
- b. suspend the Customer's account for an indefinite period of time;
- c. carry out an investigation on the Customer's account for an indefinite period of time;
- d. charge a penalty fee to the Customer in the same or greater amount of money that resulted from the Customer using such techniques or
- e. close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the account holder. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Customer's related accounts in order to make up for the difference.

20.2. The Company reserves the right to take any of abovementioned actions, in case it considers that the Customer is following an abusive trading strategy. In particular, any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts are deemed by the Company as abusive.

21. Governing Language

21.1. This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.



22. Regulatory Disclosure

22.1. Under Limited circumstance the Company may disclose your personal information to third parties as permitted by, or to comply with, applicable laws and regulations. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with any official requests. In the case there are suspicions that funds are a direct or indirect proceed of any criminal activity, the management reserves the right to request additional documentation.



23. Assurances and Guarantees

23.1. The Customer assures and guarantees that:

- a. The funds belong to the Customer and are free of any lien, charge, pledge or any other encumbrance.
- b. The funds are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity.
- c. The Customer guarantees the authenticity and validity of any document sent to the Company during the account opening process and during the life of the trading account.



24. Amendments

24.1. The Customer understands, acknowledges, and agrees that Wingo Group may amend or change this Agreement at any time. Wingo Group will publish any such amendment or change by posting the amended Agreement to its Website. The Customer agrees to be bound by the terms of such amendments or change on the earlier of: (i) five (5) Business Days after Wingo Group has posted notice of such amendment or change to Wingo Group's Website; or (ii) on the date of the entry of any Order other than a liquidating Order.

24.2. If the Customer objects to any such change or amendment, the Customer agrees to liquidate the Customer's Open Positions and instruct Wingo Group regarding the disposition of all assets in the Customer's Trading Account within five (5) Business Days after notice of the amendment or change has been posted to Wingo Group's Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Wingo Group or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognised or enforceable.

25. Chargeback Policy

The Company reserves the right to charge a "150 USD research fee" if a chargeback is placed with your credit card company (either intentionally or unintentionally) for any deposit made to your account. This fee will be used to cover all investigative expenses to prove that the deposit was made by you upon receiving the chargeback from our merchant provider.



25.1. All fraud including credit card fraud will not be accepted by the company and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource, and loss of income.

25.2. We have systems installed to monitor fraudulent activities and any transactions that are detected are immediately cancelled along with any orders associated with the transaction. We have at our disposal a database of blacklisted users to prevent any possible fraudulent activity through our trading platform.

25.3. Any chargebacks made to us will be regarded as fraudulent if no attempt is made by the Customer to help solve any issues related to a deposit. All unnecessary chargebacks result in costs for our company and therefore:

- a. When suspicious activity relating to any deposit is detected by us, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to your account will also be temporarily prohibited in order to reduce your exposure to risk.
- b. All reviews are generally completed within four (4) to six (6) hours; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by our compliance department.



- c. As a back up precaution, we may also make direct contact with you. The deposit will be immediately cancelled, and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk or does not comply with our fraud and security policies. In addition, it is at our sole discretion to close any (and all) of your accounts with us in such cases. Any active orders will be cancelled immediately if associated with the same fraudulent credit card and/ or account.
- d. Any chargeback case that is made against our company and is not successful will result in the sum being reimbursed to us along with charges for research



and processing totaling 300 USD (the '150 USD research fee' as mentioned above and an additional '150 USD administrative processing fee'). Through this agreement you hereby give permission for any charges to be made to your credit card; if these charges are in anyway disputed, we reserve the right to take any legal action necessary to recover any losses associated with these claims. Any charges that are made against us and result as inconclusive will be passed to a third-party agency for collection and the appropriate credit bureaus will be informed of your actions, leading to your credit rating being affected for a minimum period of 7 years. Once the case reaches this stage, no settlement of your debt will be accepted, we will only accept full payment. Your local police department will also be informed, and all necessary action will be taken as allowed by law. In addition, we will exercise our right to block your online Trading facility and terminate your account with us. Consequently, any profits or revenues may be seized, and we reserve the right to inform any third party. We are continually developing tools to monitor any fraudulent activity and any cases from such activity will be decided on by ourselves and any decision made shall be final and non-negotiable.

- e. We reserve the right to deduct the disputed amount until any investigation from our side is completed.



25.4. Fraud is taken very seriously by our company, all IP addresses are monitored and logged, and any fraudulent chargebacks will be investigated fully under the law.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE TO CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE CUSTOMER APPLICATION TO OPEN AN INDIVIDUAL/ CORPORATE TRADING ACCOUNT.

By 'checking the box' during the Live Account Opening procedure, you consent to these terms and acknowledge that you have carefully read, in its entirety, and understood the Wingo Group Customer Agreement, Risk Disclosure Statement, Terms of Conditions, and that you agree to all of the provisions contained therein. Your consent further represents, warrants, and certifies that the information provided by you in the Live Account Opening is correct and complete.