

Live Account Terms and Conditions

This agreement is the customer agreement (the "agreement") between Best Wing limited (herein after referred to as bwl), its successors and assigns, and the Party (or parties) signing this document. In consideration of bwl's agreement to manage one or more accounts of the undersigned or each of the undersigned (hereinafter referred to as "dealer" or "client") and to provide services related to foreign exchange contract transactions to the client, the client agrees as follows:

Customer representations and warranties. The customer represents and warrants that: (a) the customer is of sound mind, legal age and legal capacity; and (b) no other person other than the customer has an interest in the customer's account now or in the future; and (c) the Customer hereby warrants that the customer is still fit to engage in foreign exchange contract transactions even if there is any later decision to the contrary; and (d) the customer is not owned by any exchange or any exchange The company's employees with several share capital are not members of any exchange and / or registered company with any exchange, or any bank, trust or insurance company trading the same trading products as GMI. If the customer becomes an employee of the above-mentioned institution, the customer shall immediately inform **bwl**of the employment relationship by email ; and (E) the employment relationship provided in the **bwl** account application ("application") All information is true, accurate and complete at the time of this Agreement and the customer will immediately notify **bwl** of any changes to such information.

Transaction authorization. bwl will conduct the foreign exchange contract transactions of the client according to the oral, written or electronic instructions of the client.

Credit. The customer authorizes bwl or bwl's agent to investigate the customer's credit status and therefore to contact such banks, financial institutions and credit institutions when bwldeems it appropriate to verify the information about the customer. The client further authorizes bwl to investigate the client's current and past investment activities and therefore to contact such futures brokers, exchanges, brokers / dealers, banks, compliance data centers and any other financial and investment institutions as bwl deems appropriate. The client also confirms that bwl may provide such institutions with information about the client's performance (such as negative account information for unsecured borrowings) in accordance with this agreement.



Financial information disclosure. The client represents and warrants that the financial information disclosed to bwl in the application is anaccurate statement of the client's current financial position. The customer represents and warrants that when determining the net asset value of the customer, the total income, total assets and liabilities are calculated carefully. The customer represents and warrants that when determining the value of the total assets, the customer includes cash and / or cash equivalents, securities and securities issued by the government, real estate owned (excluding the main residence), life insurance and cash value of other valuable assets. The customer represents and warrants that

in determining the value of the liability, the customer includes notes payable to the bank (secured and unsecured), notes payable to relatives, real estate mortgage loans payable (excluding principal residence) and other liabilities. The customer represents and warrants that the customer has carefully considered the part of the customer's total assets that the customer considers to be venture capital. The customer believes that venture capital is the amount that the customer is willing to bear the risk, and will never change the customer's life style after the loss of the amount. The client agrees to inform **bwl** as soon as the client's financial condition reduces the client's net worth and / or venture capital.

Anti money laundering procedures. Customer agrees and confirms: a) identity verification. In order to assist the government in combating the financing of terrorism and money laundering, bwl must obtain, verify and record the identity information of each person who opens an account with bwl. When a customer opens an account, bwl must collect the following information: 1) customer's name; 2) date of birth; 3) permanent address; and 4) identity number. **bwl** can verify the customer's identity information by checking the credit or requesting the customer to provide the government issued identity card or other identity documents. B) monitoring. bwl may monitor the transaction activity of the account in order to investigate or detect money laundering activities. c) Banned banks. bwl shall not conduct business with Banco Delta Asia; VEFBanka; Commercial Bank of Syria; Syrian Lebanese commercial bank; Myanmar Mayflower bank; Asia wealth bank; any banking institution in Myanmar, including foreign branches; and any subsidiary of the above entities ("article 311 entity"). This means that customers must not directly or indirectly deposit money from article 311 entities into bwl trading

accounts. The client shall not transfer money directly or indirectly from the **bwl** trading account to any article 311 entity. If we learn that any article 311 entity is associated with a customer's **bwl** trading account, we will take appropriate measures to prevent such contact, including terminating the account if necessary.



Account approval and maintenance. bwl may, at its sole discretion, reject the customer's application or close the customer's account for any reason. bwl can ask customers to provide more information or documents to bwl so that bwl can continue to manage customers' accounts. The client confirms that bwl may, at its sole discretion, limit the transaction, payment or transfer at any time. bwl may amend, vary, modify, add to or change this agreement at any time. The latest version of the agreement will be published on bwl's website www.bestwing.pro. The client understands

that the client shall not modify this agreement by any oral statement or writtenamendmentwithout the writtenacceptance of **bwl**'s general counsel.

Security and confidentiality. The customer agrees and confirms that the customer is the exclusive owner of the customer account and password that can be used for online order and access to bwle lectronic trading system, and shall bear joint and several liability for the confidentiality and protection of the account and password (if applicable). The client further agrees to be fully responsible for all activities including brokerage transactions using the client's account number and password. The customer agrees that if any other person uses the customer's confidential information to provide bwl with instructions that may be

contrary to the customer's instructions, the customer shall indemnify and hold **bwl** harmless in this regard. For any loss, theft or unauthorized use of the customer's account and / or password, the customer shall immediately notify **bwl** in writing or by email.

No suggestions and recommendations. The client confirms that bwl does not and will not provide investment, legal or tax advice or transaction advice. The client confirms that **bwl** does not make any statement on the tax impact or treatment of foreign exchange contracts. The customer agrees that the customer is the investor who makes the investment at its own discretion, and all orders issued are voluntary and issued in accordance with the customer's own investment decision or the investment decision of the customer's duly authorized representative. Customer agrees that **bwl** and any of its employees are not duly authorized representatives of customer and customer will not seek or rely on **bwl**or any of its employees for any such advice. Customer understands that customer is solely responsible for all orders issued, including but not limited to effective transactions, number of transactions issued, appropriateness of any transaction, investment strategy and risk of each transaction, and will not hold **bwl** or any of its employees responsible for such investment decisions. The client further understands that **bwl**does not and will not review the appropriateness of any transactions or investment strategies implemented in the client's account. The clienthereby agrees to indemnify bwl and its officers, directors, employees, agents and affiliates from and against any financial or other liability or expense (including attorney's fees and expenses) resulting from any loss or damage. The

attorney's fees and expenses) resulting from any loss or damage. The customer may suffer losses as a result of any such decision, instruction, transaction or strategy adopted by the customer or the customer's duly authorized representative in the customer's account or as a result of the

customer's breach of any agreement, statement, promise or warranty contained in this agreement.

Transaction proposal. The Client acknowledges that: (I) the market advice and information communicated to the client by **bwl** or any person within the company do not constitute a proposal to sell or induce the purchase of any foreign exchange contract; (II) such advice and information, although based on information obtained from sources considered by **bwl** to be reliable, may only be the broker's own opinion

and such information may Canbe incomplete and unverified; and (III) bwl makes no representation, warranty or warranty as to the accuracy or completeness of any such information or transaction advice provided to the customer and is not liable for it. Customer acknowledges that bwl and / or its officers, directors, affiliates, partners, shareholders or representatives may hold positions in the currency of the market advice provided to customer or may intend to buy or sell the currency of the market advice provided to customer, and bwl or any such officers, directors, affiliates, partners, shareholders or representatives may have market positions with Q BL's advice to customers is inconsistent.

Margin and deposit requirements. The client shall provide and maintainmarginin such amount and in such form as bwlmay, in its sole discretion, require. bwlmay change the margin requirement at any time without prior notice. bwl reserves the right to limit the amount and/or total number of existing positions acquired or maintained by customer at bwl. bwl reserves the right to close any customer position at any time it deems necessary. bwl shall not be liable for any loss or damage caused directly or indirectly by any event, act or omission, including but not limited to any loss or damage caused directly or indirectly by any delay

or inaccuracy in the delivery of the order and / or the breakdown or failure of any transmission or communication facilities. For example, in highly volatile market conditions, margin calls may be delayed, resulting in insufficient margin available; where hedging is permitted by law, margin calls may be required even when positions are hedged due to currency exchange rate fluctuations or daily interest or credit issues.

Overnight interest. bwl may, without notice to the customer, at its sole discretion, close out the customer's existing position, transfer the customer's existing position to the next settlement period, or deliver on behalf of the customer on any terms and in any way that bwl may, at its sole discretion, deem reasonable. The terms and / or methods of closing, closing or transferring customers' existing positions may vary from customer to customer, at bwl's discretion. Any positions held in the customer's account at 5 p.m. EST will likely be transferred to the next settlement date, during which the margin will be borrowed or credited to the customer's account.

Withdraw and modify requests. Customer confirmation may not be able to cancel or modify the order. Customer understands and agrees that if an order cannot be cancelled or modified, customer must execute any original order. If bwlcannot cancel or modify an order, bwlshall not be liable to the customer. The customer further confirms that attempting to cancel or modify and replace an order will result in the re execution or execution of the duplicate order, bwl's system will not prevent the re execution of the duplicate order, and the customer shall be responsible for all such execution. Customer agrees that no order shall be presumed to have been executed or cancelled until bwl's confirmation of the execution of the order is received. It is the customer's responsibility

to know the status of the customer's order before issuing other orders. The customer agrees to contact **bwl**when the customer is unclear about the status of an order. The customer agrees to regularly check the customer's online account statement to confirm the status of the customer's order.

Account clearing. If: (a) the customer dies or is legally incapacitated; (b) an application for bankruptcy is filed, or a receiver is appointed, or any insolvency or similar proceedings are filed against the customer by or against the customer by the customer; (c) an application for seizure isfiledagainst the customer's account managed by bwl; (d) the margin is insufficient, or the use of the depositis determined by bwl regardless of the current market quotation Any collateral to protect one or more of the customer's accounts is not sufficient to secure the account; (E) the customer fails to provide bwl with any information required to be provided in accordance with this Agreement; or (f) any other circumstance or

situation that bwlconsiders appropriate for its protection, bwlmay, at its discretion, take one or more of the following measures or any part of them: (1) sell or buy to hold for the customer Or manage any or all monetary contracts, securities or other property; and (2) cancel any or all outstanding orders or contracts, or any other commitments with customers. Such action may be taken without the need for margin or additional margin and without prior notice of sale or purchase or other notice to the client, the client's personal representative, heirs, executors, administrators, trustees, legatees or assigns, whether all rights and interests are wholly owned by the client or with others. If there is no trading activity or balance or open position in the trading account within 90 (ninety) days and the balance of the trading account is not more than 10 US dollars, the trading account shall be regarded as "static account" and filed. However, the static account can be reactivated

at the request of the customer.

Settlement date close order. A close out order for a pre settlement currencypositionissuedonasettlement date must be issued to bwlat least one business day before the settlement date or the settlement date. Alternatively, sufficient delivery funds or necessary delivery documents must be placed in bwl's possessionat the same time as above. If bwlhas neither received instructions nor received funds or documents, bwlmay, at its sole discretion and without notice, close or transfer the customer's position to the next settlement period or on behalf of the customer on such terms and methods as it deems reasonable.

Charge. Customer shall pay such fees (including, but not limited to, mark up and mark down, statement fees, idle account fees, order cancellation fees, transfer fees, money management fees or other fees) for bwl's services under this agreement. bwl may change its charges without notice. All such charges shall be paid by customer upon occurrence or in such manner as bwl may determine in its sole discretion, and Customer hereby authorizes bwl to withdraw the amount of any such charges from customer's account.

Gold in and gold out. bwl shall not collect or withdraw funds from customers in cash or cash equivalents. All transactions between the client and bwlshall be made by wire transfer, cheque or other means that bwl may verify the identity of the receiving and paying parties as it deems appropriate in its sole discretion. bwl should only enter / exit transactions between the customer's bwlaccount and another account under the customer's name or an account where the customer clearly indicates ownership to bwl. In order to prevent money laundering, fraud and other

unauthorized activities, bwl may restrict the customer's option to pay.

Reporting and confirmation. The report confirming the order and the statement of the customer's account shall be deemed correct, conclusive and binding upon the customer if it fails to raise a written objection withinonebusinessdayafterthecustomer's orderisexecuted. bwlallows customers to access and view their accounts online at any time by logging onto the Internet. bwldoes not provide transaction confirmation by post letter. Failure to raise an objection shall be deemed to consent to all actions taken by bwlor bwl's agent prior to receipt of such report. The customer's failure to receive a transaction confirmation shall not relieve the customer of its obligation to raise an objection under this agreement.

Communication. Reports, statements, notices and any other communications shall be sent electronically to the customer through the email address provided in the customer's online account or application sent to the customer or such other email address as the customer may from time to time designate to bwl. bwlshall not be liable for any delay in the receipt or delivery of any communication or email sent by customer due to bwlorathird party. All communications sent by email shall be deemed to have been sent at the time of bwl' spublication or delivery and shall be deemed to have been delivered to the customer in person, whether or not the customer actually receives them.

E-mail and electronic communications. Emails sent to or from bwl are monitored, reviewed or disclosed to others other than the customer or the intended recipient of the customer. The customer confirms that the intended recipient may delay receiving the email. Customer agrees not to

cause **bwl** to be harmed by any delay in sending email, whether due to **bwl** or a third party. Email sent to or from **bwl** may be retained by **bwl**'s

corporate email system. Customer agrees not to use e-mail to transfer orders to buy or sell currencies, and further agrees that **bwl** shall not

be liable for any act or omission caused by any e-mail message sent by customer to **bwl**. Electronic communications with **bwl** throughour website, wireless device or push to talk service will also be monitored, reviewed or disclosed to others other than the receiving party, and such communications may be retained by **bwl**.

Responsibilities of bwl. bwl shall not be liable for any delay in the delivery of orders due to the breakdown or failure of transmission or communication facilities, powerfailure or any other reason beyond bwl's control or prediction. bwl shall not be liable for any damages caused by the default of any agent or any other party used by bwl under this agreement.

Currency volatility risk. If the customer instructs bwl to carry out any foreign exchange transaction: (a) the profit or loss caused by the fluctuation of exchange rate affecting the currency will be entirely borne and at the customer's own risk; (b) all initial and subsequent payments for margin purposes shall be made in US dollars or another currency bwl may choose to accept at bwl's discretion, and the subsequent payments shall be made in the same currency as the initial payment The currency of the deposit; and (c) authorise bwl to convert the funds in the client's margin account into or from the foreign currency at a foreign exchange rate determined by bwl at its sole discretion in accordance with the then prevailing money market rate.

Risk identification. The client confirms that it is speculative to invest in leveraged foreign exchange transactions and faces high risks, so it is only suitable for those who can bear the risk of loss of margin deposit. Customers know that foreign exchange trading contracts usually only require a lower margin, and the price change of foreign exchange contract trading can lead to the loss of customers' margin deposit. The customer warrants that the customer is willing and able to bear the risk of foreign exchange contract transactions financially and otherwise, and inview of bwl's management of its accounts, the customer agrees not to hold **bw**lliable for any loss arising from complying with its trading advice or the trading advice of its employees, agents or representatives. Customers agree that it is impossible to guarantee the profit or loss of foreign exchange transactions. The Customer acknowledges that the customer has not received any such warranties from bwl or any of its representatives or any introducing agent or other entity with which the customer trades through its **bwl**account, and has not considered or relied on any such warranties or similar statements in entering into this agreement.

No other agreement. The customer confirms that there is no other agreement between the customer and the customer's broker or any employee oragent of bwlon the transaction of the customer's bwlaccount, including any agreement to guarantee the profit of the customer's account or to limit the loss of the customer's account. The customer understands that it is the customer's obligation to immediately report any such form of agreement in writing to bwl's compliance department. Furthermore, the customer understands that any statement made by any person regarding the customer's account that is inconsistent with any statement received by the customer from bwlmust be immediately communicated in writing to bwl's compliance

department. The client understands that the client must authorise each transaction prior to the execution of each transaction, unless the client has delegated resolution authority to the other party by signing a limited power of attorney ("lpoa") from bwl. Any disputed transaction must be notified to bwl's compliance department in accordance with the notice requirements of this agreement. The customer agrees to indemnify and hold bwl harmless from and against all damages or liabilities caused by the customer's failure to notify bwl's compliance department within one

business day of the occurrence of any of the circumstances referred to in this agreement. All notices required by this article shall be sent to the office of **bwl** headquarters.

Joint account. If the account is owned by more than one person, all holders of the joint account shall be jointly and severally liable to **bwl** for any and all obligations arising from the transactions in the account and agree to be bound by all terms and conditions of this Agreement and other written agreements relating to the account. In addition, each person named in the account has the right: a) to conduct transactions for the account, b) to receive all communications and documents related to the account, c) to receive, deposit or withdraw money from the account, d) to sign agreements related to the account, and E) to comprehensively handle all matters with **bwl**. **bwl**has the right to require all parties to the account to take joint action on account transactions. **bwl**has the right to hold the security of the account either individually or jointly. If **bw**lreceives notice or conflicting instructions from each joint account holder regarding disputes between them, **bwl**may, but shall not be obliged to, restrict the account, including restricting the withdrawal or transfer of funds from the account, until bwlreceives satisfactory documents that the dispute has been resolved or the holders of all joint accounts issue joint

instructions to **bwl**. In the event of the death of any account holder, the survivor shall promptly notify **bwl** in writing, and **bwl** may, before or after **bwl**'s receipt of such notice, take such steps, initiate procedures,

require documentation, retain parts of the account and restrict the transactions of the account as bwldeems appropriate to protect bwlfrom any taxes, liabilities, penalties or losses required by any existing or future law or other provision Influence. The property of any account holder who has died shall be liable to bwlfor all obligations in the account arising from the completion of the transaction initiated prior to bwl's receipt of the death notice of the deceased, or from the liquidation of the account or the adjustment of the interests of the relevant parties, and the survivor shall continue to be liable to bwlfor such obligations. It is presumed that each account holder has an equal share.

Manage accounts. With respect to the management of an account, a fund manager is an individual or entity authorized to make decisions on behalf of the beneficial owner of the account, including a trustee, custodian, administrator, guardian, executor, administrator, agent or investment adviser or other person authorized by the client to trade the account. The customer understands and agrees that bwlmay, but shall not be obliged to, review any act or omission of the fund manager on the account, but shall not be responsible for determining whether the act or omission of the fund manager complies with the applicable standards of care for the fund manager in handling the account. The client further understands and agrees that bwlisnotresponsible for determining whether an individual or entity is qualified or competent to act as a money manager. The client agrees not to cause bwlandits of ficers, directors, employees, agents and affiliates to be prejudiced by any liability, claim or expense

(including attorney's fees and expenses) arising out of the act or omission of the client's money manager.

Amendment. Customer agrees that bwl may amend this agreement under any necessary circumstances by means of written notice including but not limited to email or its official website. If bwl sends a written notice to the customer or publishes through its official website any transaction other than liquidation within 5 (five) working days after the amendment of this agreement, or if the customer does not liquidate its open position and inform bwl about the disposal of all assets in its trading account, the customer will be deemed to have understood and willing to accept the terms of the amendment of this agreement.

No waiver and amendment. Any provision of this Agreement may only be waived or amended by a written waiver and amendment signed by the client and bwl' sauthorized officers. No waiver or amendment of this Agreement shall be inferred from any transaction between the parties or from the failure of bwl or its agent to claim its right sunder this Agreement on any occasion or series of occasions. No oral agreement or instruction to the contrary shall be deemed enforceable. This document and its attachments constitute the entire agreement between the parties and supersede any and all prior written and oral agreements. There are no other terms, conditions or obligations except those in this agreement.

Severability. The terms and conditions contained in this agreement, any annexes, statements and confirmations of this Agreement constitute the entire agreement between the parties with respect to the subject matter of this agreement. If any provision or condition of this agreement is held to be invalid or unenforceable by any court, regulatory or self

regulatory authority or institution, it shall be deemed to modify or, if necessary, repeal such provision in order to comply with the provisions of the relevant court, regulatory or self regulatory authority or institution. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be performed in the same way as the invalid or unenforceable provisions or conditions are not included in this agreement.

Binding force. Regardless of any change in bwl or its successors, assignees or affiliates' personnel at any time, this Agreement shall remain in force and shall apply, individually or in a uniform manner, to all accounts of customers opened or reopened at bwlat any time. This Agreement (including all authorisations) shall be in the interest of bwl and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding on the client and / or the client's real estate, executors, trustees, administrators, legal representatives, successors and assigns. Customer hereby acknowledges all transactions with bwlprior to the date of this Agreement and agrees that customer's rights and obligations in connection therewith shall be governed by the terms of this agreement.



Termination. This Agreement shall remain in force until termination and may be terminated by the customer at any time when the customer does not have an existing position and bwldoes not have any debt or any debt to bwl, after bwlactually receives a written notice of termination by email, or at any time after bwlsends a written notice of termination to the customer, provided that such termination shall not relieve either party from Any obligation set forth in the agreement shall not relieve

the customer from any obligation arising from any previous transaction related to this agreement.

Exemption. Customer agrees to indemnify and hold bwl, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees) suffered by bwlasaresult of customer's failure to fully and timely perform customer's obligations under this agreement or any untrue and inaccurate representations and warranties. Customer further agrees to pay bwlimmediately all damages, costs and expenses (including attorney's fees) suffered by bwlasaresult of bwl's performance of any of the provisions of this Agreement and any other agreement between bwl and customer.

Cross trade consent. The undersigned hereby confirms and agrees that bwl may enter into any transaction in the undersigned's account as a counterparty to the client. The undersigned hereby agrees to comply with any restrictions and conditions, if any, contained in the rules and regulations of any bank, institution, exchange or Trading Committee executing the purchase and sale order and to agree to any such transaction subject to the restrictions and conditions contained in this agreement.

Terms and titles. The term "bwl" shall be deemed to include bwl, its affiliates, branches, successors and assigns; the term "customer" shall mean the Party (or parties) signing this Agreement; and the term "agreement" shall include all other agreements and authorizations signed by the customer in connection with the maintenance of the customer's account with bwl, whenever signed. Paragraphheadings in this Agreement are inserted for ease of reference only and shall not be deemed to limit

the scope of application or affect the meaning of any of its provisions.

Accept. This Agreement shall be deemed to be a binding contract between **bwl** and customer only after **bwl** has verified and approved the customer's information.



Jurisdiction, place of trial, waiver of jury trial and shortening the limitation period. Customer agrees that any civil or other legal action arising out of or in connection with this agreement or customer's account between bwlorits employees or agents as one party and customer as the other shall be brought, tried and adjudicated only by a legal entity located in the British Virgin Islands, and Customer hereby waives any jury trial in any such action or proceeding And waives the right to transfer the action to any other place. The client shall not, more than one year after the cause of action arises, bring any action of any kind arising out of or in connection with this agreement or the transactions contemplated hereby. The client hereby submits to and agrees to the personal jurisdiction of any court in the British Virgin Islands.

Governing law and jurisdiction. This Agreement and the rights and obligations of the parties hereto shall be governed by, construed and enforced in all respects in accordance with the laws of the British Virgin Islands, without regard to the principle of conflict of laws.

Sound recording. Customer agrees and acknowledges that all conversations between customer and **bwl** personnel regarding customer accounts may or may not be recorded electronically using an automatic

voice warning device. The client further agrees that any party may use such recordings or transcripts as evidence of any dispute or litigation related to the client or **bwl**. Customer understands that **bwl** regularly destroys such recordings in accordance with **bwl**'s existing business procedures, and Customer hereby agrees to such destruction.

Use of bwl website. Website means bwl's website (www.bestwing.pro and otherwebsites **bwl**mayregisterwith). The website provides content and information to customers. Content on the site is provided for convenience, but may be inaccurate or outdated. The customer agrees to keep the customer's transaction confirmation and statements as a formal record of the customer's account at all times. Information is not specific information about an account. Information is financial or investment information provided by a third party to **bwl**, and then provided by **bwl** to customers, including market data, news, research, financial analysis, comments, or tools. The information provided on the Internet is regarded as reliable but cannot be guaranteed. The information provided on our website is not customized for the customer, and the customer understands that the information provided to the customer is not advice to the customer on the appropriateness of buying and/or selling any currency. **bwl**may change, modify, revise, add, upgrade, remove or stop any part of the bwl website without notifying the customer. Websites may include links to third-party websites. **bwl** is not responsible for the information or content provided by the third party website.

Market data, news and other information. The customer agrees to provide the market data, news and other information to the customer through the website for the customer's personal use. Without the written consent of bwl, the customer shall not retransmit or republish suchinformation in any way.