



Joint Client Agreement

Software, together with all modifications and revisions thereto, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, title and interest relating thereto are the property of Tradeview Financial Markets S.A.C, Tradeview Financial Markets S.A.C licensors, its successors and assigns, the Information Providers, or other third parties, and are intended for User's sole and individual use. User shall not reproduce, modify, prepare derivative works of, retransmit, disseminate, sell or distribute such materials in any manner without the express written consent of both Tradeview Financial Markets S.A.C and the relevant owner. In addition, User shall not permit any other person access to the Systems. User further agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that User prints or downloads from the Systems. All such materials are provided "AS IS", without any warranty of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, non infringement and title.

d. User agrees that its use of the Systems is at User's own risk. User shall be responsible for providing and maintaining the means by which it accesses the Systems, which may include, without limitation, personal computer, modem and telephone, or other access line. User shall be responsible for all access and services fees necessary to connect to the Systems and assumes all charges incurred in accessing the Systems. User further assumes all risks associated with the use and storage of information on User's personal computer.

e. User hereby assumes sole responsibility and liability for the accuracy and adequacy of information entered in connection with the use of the Systems. User shall indemnify and hold harmless Tradeview Financial Markets S.A.C and its affiliates from any and all consequential, incidental, special, punitive, or indirect damages (including lost profits, trading losses and damages) resulting from, arising out of or relating to such information, whether authorized or unauthorized. In the event any inaccurate, incomplete or incorrect information relating to User is communicated to Tradeview Financial Markets S.A.C, whether or not through the Systems, or in the event the User determines that the Systems includes inaccurate, incomplete or incorrect information relating to User, User covenants that it shall notify Tradeview Financial Markets S.A.C IMMEDIATELY by email to compliance@tradeviewforex.com. User also covenants that it shall notify Tradeview Financial Markets S.A.C IMMEDIATELY, as provided herein, if (a) an order has been placed through the Systems and User has not received an order number; (b) an order has been placed through the Systems and User has not received an accurate acknowledgement (whether through hard copy, electronic, or oral means) of the order or of its execution; or (c) User has received acknowledgement (whether through hard copy, electronic or oral means) of an execution for any order which User did not place; or any other conflict similar to those stated herein. User agrees and acknowledges that Tradeview Financial Markets S.A.C shall be entitled to rely upon any oral, written or electronic communications, whether in tangible or intangible form, received from User, including from any of User's officers, partners, principals or employees

f. User hereby covenants and agrees that User:

6. Shall use the Systems only for the purpose of placing orders for currency contracts and precious metals



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contracts, receiving fills and for receiving on-line User statement reviews and new User account origination. In addition, User shall not directly or indirectly transact any business using the Systems with any of its affiliates; including, without limitation, accepting or countering any offer made by any of its affiliates; and in connection therewith, User agrees that Tradeview Financial Markets S.A.C may take actions, determined in its sole discretion, to prevent such transactions from occurring (but no such actions by Tradeview Financial Markets S.A.C shall relieve User of its obligations as described in this sentence);

7. Shall perform the obligations arising in connection with any transaction completed using the Systems, in accordance with the terms and conditions of such completed transaction.

a. User agrees to indemnify and hold Tradeview Financial Markets S.A.C, its affiliates, and the Information Providers harmless from and against any and all claims, demands, proceedings, suits and actions, as well as all losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) suffered by Tradeview Financial Markets S.A.C, resulting from or relating to any claims, proceedings, suits and actions against Tradeview Financial Markets S.A.C arising from User's violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary and privacy rights. Tradeview Financial Markets S.A.C shall have the exclusive right to defend, settle or compromise any claim or demand instituted by any third party against Tradeview Financial Markets S.A.C, or against Tradeview Financial Markets S.A.C and User, arising out of User's breach of this Agreement. User hereby waives any and all rights User may have independently to defend, settle or compromise any such claims or demands and agrees to cooperate to the best of User's ability with Tradeview Financial Markets S.A.C with respect thereto, but Tradeview Financial Markets S.A.C may, in its sole discretion, authorize and require User to defend, settle or compromise any such claim or demand as it deems to be appropriate at User's cost, expense and liability. This indemnification and hold-harmless obligation shall survive the termination of this Agreement.

b. Tradeview Financial Markets S.A.C reserves the right to terminate User's access to the Systems in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to, the unauthorized use of User's Access Codes and/or account number(s), breach of this Agreement, or breach or termination of any agreements User has entered into with Tradeview Financial Markets S.A.C. Upon termination, cancellation or discontinuance of this Agreement, all rights granted in this Agreement will terminate immediately and revert back to Tradeview Financial Markets S.A.C, and User shall discontinue use of the Systems, and if applicable, shall return or destroy, as requested by Tradeview Financial Markets S.A.C, all software (including all copies thereof).

c. User agrees to pay all subscription, service, and user fees, if any, and commissions, for any orders executed through the Systems, and agrees that such fees may be changed without notice. User agrees to pay all costs (including attorneys' fees), if any, incurred by Tradeview Financial Markets S.A.C in collecting overdue fees from User.



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- d.** This Agreement is made in User's personal capacity and not on behalf of any firm, corporation or other entity, unless User's account is designated as such. User agrees to use the Information solely in connection with User's investment activities and not in connection with any trade or business activities.
- e.** All express or implied conditions, warranties or undertakings, whether oral or in writing, in law or in fact, including warranties as to satisfactory quality and fitness for a particular purpose, regarding the Information or any aspect of the Systems (including but not limited to Information access and order execution), are excluded to the extent permitted by law.
- f.** User agrees that Tradeview Financial Markets S.A.C may hold and process, by computer or otherwise, any information it obtains pertaining to User as a result of User's use of the Systems ("Personal Data"), and Tradeview Financial Markets S.A.C may access and use such information for operational purposes, credit assessment, statistical, including behavioral analysis, and to identify and provide User with information concerning products and services (including those supplied by third parties) which may be of interest to User or Tradeview Financial Markets S.A.C. User agrees that Tradeview Financial Markets S.A.C may disclose Personal Data to licensed credit reference agencies and to any of Tradeview Financial Markets S.A.C subcontractors, agents or Information Providers where necessary to provide User with the Service, or in the event that Tradeview Financial Markets S.A.C has the right or duty to disclose or is otherwise permitted or compelled to do so by law. Personal Data will be deleted from the Systems as soon as is reasonably possible after User ceases to use the Systems, subject to applicable record keeping requirements. User's Personal Data may be electronically transmitted or transferred throughout the world. User may inspect its Personal Data, and have incomplete or inaccurate information rectified. These companies acting on our behalf are required to keep your personal information confidential.

By either signing this Agreement, or using the Systems, User represents that it has read and understands the foregoing terms and conditions, and that User agrees to be bound by them. This Agreement supplements any other agreements User has entered into with Tradeview Financial Markets S.A.C and disputes hereunder are subject to the terms of the Arbitration Agreement, if executed by User. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be, to that extent, deemed omitted, and the remaining provisions shall continue in full force and effect. This Agreement and performance hereunder will be governed by and construed in accordance with Cayman Islands law. The terms and conditions of this Agreement shall remain in full force and effect and shall survive termination, discontinuance or cancellation of this Agreement. Tradeview Financial Markets S.A.C may modify the Systems or change the terms of this Agreement, in whole or in part, upon notice through the Systems, electronically and/or in writing.



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Additional Risk Disclosure

The information on your account application indicates that you do not meet Tradeview Financial Markets S.A.C guidelines to open a trading account for one of the following reasons:

- ▶ You are not between 21 and 63 years old
- ▶ Your annual income is less than \$25,000
- ▶ You have filed for Bankruptcy within the last year
- ▶ You are not employed

While Tradeview Financial Markets S.A.C is prepared to open your account, it is necessary to advise you to reconsider this investment. Based on your personal information and/or investment experience, Forex might be too risky of an investment strategy. The loss in trading Forex can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. The high degree of leverage that is obtainable in Forex trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.

ACKNOWLEDGEMENT

I understand that I do not meet the minimum guidelines to open an account as set forth by Tradeview Financial Markets S.A.C in the above paragraphs. However, I have considered the financial risks involved in Forex trading with regard to my personal situation, and I wish to proceed with opening an account.

INDIVIDUAL ACCOUNT

Print Name: _____ Date: _____

Signature: _____

JOINT AND CORPORATE ACCOUNTS: Signatures are required from all individuals listed on the account

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____