

## Terms & Conditions

### Client Agreement

In consideration of Tradeview Financial Markets SAC, or any of its affiliates, agreeing to carry one or more accounts of the undersigned (hereinafter referred to as "Client") and to provide services to Client in connection with the purchase and sale of FOREX, Equities, Options, Futures and other asset classes including Contracts for Difference (collectively referred to as "CFDs") on Equities, Futures, Currency and any similar instruments (collectively referred to as OTC "Contracts"), which may be purchased or sold by or through Tradeview Financial Markets SAC for Client's account(s), Client agrees as follows:

#### 1. ESTABLISHMENT OF ACCOUNT

Client understands, acknowledges and agrees that by executing this Agreement, and subject to the terms and conditions of this Agreement, an account will be established in the Client's name at Tradeview Financial Markets SAC, or any Tradeview Financial Markets SAC affiliate (collectively "Tradeview Financial Markets SAC"), that Tradeview Financial Markets SAC, in its sole discretion, may elect. Client further acknowledges that, subject to the terms and conditions herein, Tradeview Financial Markets SAC shall act as counterparty to all transactions conducted under this Agreement.

#### 2. AUTHORIZATION TO TRADE

Tradeview Financial Markets SAC is hereby authorized to purchase and sell the abovementioned types of securities for Client's account(s) in accordance with Client's oral, written or electronic instructions. Unless instructed by Client to the contrary in writing, Tradeview Financial Markets SAC is authorized to execute all orders with itself as counterparty or with such other counterparties as Tradeview Financial Markets SAC deems appropriate.

#### 3. GOVERNMENTAL, COUNTER PARTY INSTITUTION AND INTER-BANK SYSTEM RULES

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rules and interpretations of the counter-party institution or other inter-bank market (and its clearing organization, if any) where executed and to all applicable laws of Perú. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, which shall be binding upon Tradeview Financial Markets SAC, this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Client acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements.

#### 4. MARGIN AND DEPOSIT REQUIREMENTS

Client shall deposit with Tradeview Financial Markets SAC collateral or margin in such amounts that Tradeview Financial Markets SAC, in its sole discretion, may require. Margin requirements will vary dependent on the electronic trading system and products traded. Tradeview Financial Markets SAC may change margin requirements at any time. Client agrees to deposit by immediate wire transfer such additional margin

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when and as required by Tradeview Financial Markets SAC and will promptly meet all margin calls by such methods as Tradeview Financial Markets SAC in its sole discretion designates. Tradeview Financial Markets SAC may at any time proceed to liquidate Client's account in accordance with paragraph 10 below, and any failure by Tradeview Financial Markets SAC to enforce its rights hereunder shall not be deemed a waiver by Tradeview Financial Markets SAC to enforce its rights thereafter. No previous collateral or margin requirement by Tradeview Financial Markets SAC shall preclude Tradeview Financial Markets SAC from increasing that requirement without prior notice. Margin calls are conclusive and binding unless objected to immediately in writing. Client understands that a margin call may occur even in instances where account positions are hedged, given spreads may widen as set forth in paragraph 7 herein, causing remaining margin to diminish. Should remaining margin be insufficient to maintain open positions, the account may sustain a margin call, closing out any open positions in the account.

### **5. POSITION LIMITATION AND EXTRAORDINARY EVENTS**

Tradeview Financial Markets SAC retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at Tradeview Financial Markets SAC. Tradeview Financial Markets SAC reserves the right to refuse to accept any order. Tradeview Financial Markets SAC shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Tradeview Financial Markets SAC including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions, war, strikes, labor disruptions and terrorist Page 2 of 7 acts. Tradeview Financial Markets SAC shall not be liable for damages, including lost profits or trading losses caused by delays or inaccuracies in pricing or the transmission of orders or information due to a breakdown in or failure of any transmission or communication facilities, unauthorized access, theft or systems failures. Client understands Tradeview Financial Markets SAC is authorized to reclaim any trading profits Client obtains through the trading of delayed or inaccurate pricing.

### **6. PRICING, CONDITIONAL ORDERS AND GAPPING MARKETS**

Client acknowledges and understands that Tradeview Financial Markets SAC does not guarantee the execution of orders at specific prices, including conditional orders such as stops and/or limits, specifically at times of increased volatility or volume, including market news announcements, due to gapping markets, grayed out pricing, and market liquidity. Client understands that orders received during instances of increased market volatility will be filled at the next best price available or the fair market value. Client acknowledges that during instances of gapping markets, conditional orders, specifically stop losses, will be filled at the next available price following a gapping market. Pricing can gap past the price set forth in conditional orders, resulting in clients losing more funds than initially intended. Client acknowledges that due to such risks, Tradeview Financial Markets SAC encourages clients to utilize market orders rather than conditional orders, as market orders are provided with a requote and allow Clients to accept or reject the new price. Client agrees that Tradeview Financial Markets SAC is not responsible for any losses, including margin calls, which occur as a result of conditional orders being filled during a gapping market or orders being filled at certain prices as a result of grayed out pricing and/or limitations in market liquidity.

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### **7. WIDENED SPREADS**

Client understands and acknowledges that there may be instances where spreads widen beyond the typical spreads offered. During volatile markets, such as news announcements, spreads may widen substantially in order to compensate for increased market volatility. Client is advised to utilize extreme caution when trading during increased volatility in the markets, including major news events, as widened spreads can adversely affect all positions in an account including hedged positions.

### **8. SETTLEMENT DATE, ROLLOVERS AND INTEREST**

Tradeview Financial Markets SAC is authorized, in its absolute discretion, to rollover or offset all or any portion of positions maintained in CFDs on currencies within Client's Account(s), maintained on any electronic trading platform at Client's risk. A position carried forward may be credited or debited interest charges until the position is closed. All CFDs on Futures are not rolled over at contract expiration. Tradeview Financial Markets SAC shall close all positions at expiration of Futures contracts and client may, at his/her sole discretion, elect to purchase a new contract. At its discretion, Tradeview Financial Markets SAC may elect to offer Client an interest free account whereby positions carried forward will not be credited or debited interest charges. Client agrees and acknowledges that if such an account is offered by Tradeview Financial Markets SAC to Client, Tradeview Financial Markets SAC has the authority to, at its own discretion and at anytime and for any reason, begin crediting and/or debiting interest charges to said account without prior notice to Client.

### **9. COLLATERAL AND LENDING AGREEMENT**

All funds, securities, currencies, and other property of Client that Tradeview Financial Markets SAC or its affiliates may at any time be carrying for Client (either individually, jointly with others 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 the books of Tradeview Financial Markets SAC for any purpose, including safekeeping, are to be held by Tradeview Financial Markets SAC as security and subject to a general lien and right of set-off for all obligations and liabilities of Client to Tradeview Financial Markets SAC whether or not Tradeview Financial Markets SAC has made advances in connection with such securities, currencies or other property, and irrespective of the number of accounts Client may have with Tradeview Financial Markets SAC. Tradeview Financial Markets SAC may in its discretion, at any time and from time to time, without notice to Client, apply and/or transfer any or all funds or other property of Client between any of Client's accounts. Client hereby also grants to Tradeview Financial Markets SAC the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Clients, to itself as broker or to others, any securities or other property of Client held by Tradeview Financial Markets SAC as margin or collateral. Tradeview Financial Markets SAC shall at no time be required to deliver to Client the identical property delivered to or purchased by Tradeview Financial Markets SAC for any account of Client. Should Client take delivery of Page 3 of 7 currencies through settlement of trades, Tradeview Financial Markets SAC is obliged to make full payment for the delivery on 24 hour notice. If the balance in the Client's account is not adequate to pay for the delivery, the depository receipts held in the name of Client or Tradeview Financial Markets SAC, as Client's agent or nominee, become property carried on margin in the Client's account, since they are not fully paid for by Client. This authorization shall apply to all accounts carried by Tradeview Financial Markets SAC for Client and shall remain in full force until all accounts

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are fully paid for by Client or notice of revocation is sent by Tradeview Financial Markets SAC.

#### **10. LIQUIDATION OF ACCOUNTS / DEFICIT BALANCES**

In the event of: (a) the death or judicial declaration of incompetence of Client, (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 Client, (c) the filing of an attachment against any of Client's accounts carried by Tradeview Financial Markets SAC, (d) insufficient margin, or Tradeview Financial Markets SAC's determination that any collateral deposited to protect one or more accounts of Client is inadequate, regardless of current market quotations, to secure the account, (e) Client's failure to provide Tradeview Financial Markets SAC any information requested pursuant to this agreement, or (f ) any other circumstances or developments that Tradeview Financial Markets SAC deems appropriate for its protection, then, in Tradeview Financial Markets SAC's sole discretion, it may take one or more, or any portion of, the following actions: (i) satisfy any obligation Client may have to Tradeview Financial Markets SAC, either directly or by way of guaranty of surety, out of any of Client's funds or property in its custody or control, (ii) sell or purchase any or all Contracts, securities or property held or carried for Client, and (iii) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Client. 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 Client, Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Client's or held jointly with others. In liquidation of Client's long or short positions, Tradeview Financial Markets SAC may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to 4 - 8 5 - 8 establish a spread or straddle which in the sole discretion of Tradeview Financial Markets SAC may be advisable to protect or reduce existing positions in a Client's account. Any sales or purchases hereunder may be made at Tradeview Financial Markets SAC's discretion with any inter-bank or other market where such business is then usually transacted or at a public auction or private sale, and Tradeview Financial Markets SAC may purchase the whole or any part thereof free from any right of redemption. Client shall at all times be liable for the payment of any deficit balance in Client's account(s) upon demand by Tradeview Financial Markets SAC and in all cases, Client shall be liable for any deficiency remaining in Client's account(s) in the event of the liquidation thereof in whole or in part by Tradeview Financial Markets SAC or by Client. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all obligations and liabilities of Client owed to Tradeview Financial Markets SAC, Client shall promptly pay upon demand, the deficit together with interest thereon at a rate equal to three points above the then prevailing prime rate at Tradeview Financial Markets SAC's principal bank or the maximum interest rate allowed by law, whichever is lower. Client agrees to pay and shall be liable for all reasonable costs and expenses of collection, including but not limited to, attorney's fees, witness fees and travel expenses. In the event Tradeview Financial Markets SAC incurs expenses other than for the collection of deficits, with respect to any of Client's account(s), Client agrees to pay such expenses.

#### **11. MONTHLY STATEMENTS AND CONFIRMATIONS**

Transaction confirmations of orders and statements of accounts for Client and made available solely online, shall be deemed correct and accurate and shall be conclusive and binding upon Client if not objected to

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immediately to by Client, in writing to [operations@tradeviewlatam.com](mailto:operations@tradeviewlatam.com), within five (5) business days of such activity being reviewable online. Failure to object shall be deemed acceptance and ratification of all actions taken by Tradeview Financial Markets SAC or Tradeview Financial Markets SAC's agents. Client's failure to receive a transaction confirmation shall not relieve Client of the duty to inquire of Tradeview Financial Markets SAC and to object asset out herein.

### **12. COMMISSIONS AND FEES**

Client agrees to pay all charges relating to the CFD transactions conducted by or through Tradeview Financial Markets SAC, including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees. Tradeview Financial Markets SAC may adjust its charges without notice. All such charges shall be paid by Client as incurred and deducted from Client's account. Tradeview Financial Markets SAC may share such commissions or markups and markdowns with third parties. Transaction fees are assessed per trade on Page 4 of 7 certain trading platforms. Funded accounts which remain inactive for a period of six (6) months will be charged an inactive account fee of \$50.00 USD. Tradeview Financial Markets SAC's failure to charge any such fees does not waive or invalid its right to deduct such fees in the future.

### **13. Tradeview Financial Markets SAC RESPONSIBILITIES**

Tradeview Financial Markets SAC 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 Tradeview Financial Markets SAC's control or anticipation. Tradeview Financial Markets SAC is not responsible for losses or other adverse affects realized by Client accounts as a result of gapping markets, repricing or instances of increased volatility in the markets. Tradeview Financial Markets SAC shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of Tradeview Financial Markets SAC. Tradeview Financial Markets SAC shall not be liable for losses arising from the default of any agent or any other party used by Tradeview Financial Markets SAC under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which Tradeview Financial Markets SAC is willing to deal or the quotes published by Tradeview Financial Markets SAC may differ from prices confirmed or quoted by other CFD market makers or dealers.

### **14. IDENTITY VERIFICATION**

Client acknowledges and agrees that he/she is required to submit copies of unexpired government issued identification and address verification documentation to Tradeview Financial Markets SAC with a signed copy of this Agreement. Client further agrees that Tradeview Financial Markets SAC has the authority to delay, cancel or otherwise postpone trading or the depositing/withdrawing of funds, regardless of amount, until Client has provided copies of unexpired government issued identification and/or address verification documentation as required. After receipt of such documentation, Tradeview Financial Markets SAC reserves the right to request additional documentation in order for Tradeview Financial Markets SAC to adequately verify the Client(s) identity. Client understands that failure to provide such documentation shall authorize and obligate Tradeview Financial Markets SAC to report such to applicable government agencies.

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### 15. CURRENCY FLUCTUATION RISK

If Client directs Tradeview Financial Markets SAC to enter into any CFD 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 risk and account of Client; (b) all deposits for margin purposes if made in currency other than U.S. Dollars may be converted to U.S. Dollars, in such amounts as Tradeview Financial Markets SAC may in its sole discretion require; and (c)

Tradeview Financial Markets SAC is authorized to convert funds in Client's account for margin into and from such

foreign currency at a rate of exchange determined by Tradeview Financial Markets SAC in its sole discretion on the basis

of the then prevailing money market rates.

### 16. RISK ACKNOWLEDGMENT

Client acknowledges that investments in leveraged and non-leveraged transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss in excess of their margin deposit to carry CFD positions and may result in significant losses that substantially exceed Client's investment and margin deposit. Client represents and warrants to Tradeview Financial Markets SAC that Client is willing and able, financially and otherwise, to assume the risk of trading in CFD transactions, and in consideration of Tradeview Financial Markets SAC's carrying his/her account(s), Client agrees not to hold Tradeview Financial Markets SAC responsible for losses incurred through trading. Client recognizes that guarantees of profit or freedom from loss are impossible in trading Contracts. Client acknowledges that Client has received no such guarantees from Tradeview Financial Markets SAC or from any of its introducing or referring agents or other entities with whom Client is conducting his/her Tradeview Financial Markets SAC account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. If Client has received any such guarantees or inducements, Client is advised to report such activity to Tradeview Financial Markets SAC as promptly as possible.

### 17. CLIENT REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Tradeview Financial Markets SAC that: (a) Client is of sound mind, legal age and legal competence, (b) no person other than Client has or will have an interest in Client's account(s), (c) regardless of any subsequent determination to the contrary, Client is suitable to trade Contracts and understands the Page 5 of 7 risk inherent in such trading, (d) Client confirms that all funds deposited to his/her account are the property of the account owner and of no other person or entity, (e) Client is not a resident or citizen of the United States as defined under applicable law, and (f) all the information provided by Client to Tradeview Financial Markets SAC in account applications or otherwise is true, correct and complete as of the date hereof, and Client will promptly notify Tradeview Financial Markets SAC of any changes in such information.

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### 18. DISCLOSURE OF FINANCIAL INFORMATION

Client represents and warrants to Tradeview Financial Markets SAC that the financial information disclosed to Tradeview Financial Markets SAC in this document is an accurate representation of Client's current financial condition and that Client has very carefully considered the portion of the Client's assets which the Client considers to be risk capital available for investment in Contracts. Client recognizes that risk capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to inform Tradeview Financial Markets SAC immediately if Client's financial condition changes in such a way as to reduce Client's net worth, liquid assets and/or risk capital.

### 19. JOINT ACCOUNTS

If this account is held by more than one person, all of the joint and beneficial holders are jointly and severally liable to Tradeview Financial Markets SAC for any and all obligations arising out of all transactions in the account and each agree to be bound by all the terms and conditions of this Agreement. In addition, each person named on this account has authority: (a) to trade for the account subject to this Agreement, (b) to receive all correspondence and documents in respect to the account, (c) to receive or withdraw money from the account, (d) to execute agreements relating to the account, and (e) to deal with Tradeview Financial Markets SAC fully. Tradeview Financial Markets SAC, nevertheless, has the authority to require joint action by the parties to the account in matters relating to the account. Tradeview Financial Markets SAC has possession over the collateral in the account, whether owned by the holders individually or jointly. If a death occurs to one or more of the holders, Tradeview Financial Markets SAC shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Unless the Account Application Form for Joint Account states otherwise, then each holder is presumed to have an equal share in the account.

### 20. AMENDMENT

Tradeview Financial Markets SAC may amend this Agreement by providing client with written notification of such amendments in accordance with Section 25 herein. No oral agreements or instructions to the contrary shall be recognized 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.

### 21. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding or arbitration arising directly or indirectly hereunder, or in connection with the transactions contemplated hereby, whether brought by Client or Tradeview Financial Markets SAC, shall be governed by the laws of Perú, without reference to its conflicts of laws principles.

### 22. JURISDICTION

Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the Commercial Arbitration Court at the Grand Court of Perú in accordance with its Rules. The language to be used in the arbitral proceedings

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shall be English and the place of arbitration shall be Lima, Perú. The arbitral tribunal shall consist of no more than two (2) arbitrators and all proceedings shall be conducted and decision rendered based solely on the submission of documents and other such materials. No oral hearings or oral arguments shall be held. Client hereby waives the right to have such proceeding transferred to another jurisdiction. No arbitration hereunder or relating to this Agreement, shall be brought by Client more than one year after the date of the transaction giving rise to the cause for arbitration regardless of when Client discovers the facts relating to the cause for arbitration.

### **23. TERMINATION**

This Agreement shall continue in effect until termination and may be terminated by Client at any time when Client has no obligations held by or owed to Tradeview Financial Markets SAC, upon the actual receipt by Tradeview Financial Markets SAC at its office of a written notice of termination, or at any time whatsoever by Tradeview Financial Markets SAC upon the transmittal of written notice of termination of any obligations set out in this Agreement. Termination by Client shall not relieve Client of the obligation to pay any deficit balance in the account.

### **24. INDEMNIFICATION**

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

### **25. NOTICES**

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by Tradeview Financial Markets SAC through the sending of any notification to the email address submitted with this Agreement by the Client.

Tradeview Financial Markets SAC reserves the right to modify, amend or change any rules or regulations at its sole discretion at any time and any such modification, amendment or change is automatically integrated into and becomes a pertinent part of the terms and conditions of the Trading Rules and Regulations with which all Customers must comply as if full set forth in the Trading Rules and Regulations. Customers may or may not receive notice of such modification, amendment or change but such modifications, amendments or changes will be posted on Tradeview's website. By opening an account with Tradeview Financial Markets SAC, the Customer agrees to adhere to Tradeview's Trading Rules and Regulations as amended from time to



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time and to stay informed of Tradeview's notices by checking the Notice section on Tradeview's Financial Markets SAC website on a weekly basis.

#### **27. RECORDED CONVERSATIONS**

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and Tradeview Financial Markets SAC personnel may be electronically recorded with or without the use of an automatic tone warning. Client 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 Client or Tradeview Financial Markets SAC. Client understands that Tradeview Financial Markets SAC destroys such recordings at regular intervals in accordance with Tradeview Financial Markets SAC's established business procedures and hereby consents to such destruction.

#### **28. SYSTEM MANIPULATION**

It is expressly prohibited to directly or indirectly use any device, software or other artifice to manipulate or attempt to manipulate the functioning of any electronic system, data feed, software, connection speed or other interface, device or software of any type or kind made available to you by Tradeview Financial Markets SAC in connection with trading on any trading platform made available by Tradeview Financial Markets SAC. Such prohibition extends to, but is not limited to, efforts to buy at the bid, sell at the offer, or otherwise trade on off market prices by taking any action, directly or indirectly, that interferes with, jeopardizes, compromises, slows down, accelerates, impedes or interrupts the normal operation of any Tradeview Financial Markets SAC operational and/or dealing activity, system, platform or pricing function. Should Tradeview Financial Markets SAC determine, in its sole judgment, that a prohibited activity has taken place, Tradeview Financial Markets SAC reserves the right to close the account, report the activity and withhold gains created as a result of the prohibited activity.

Tradeview Financial Markets SAC continuously monitors its executions to protect its liquidity providers from "toxic flow," which can be described as the intentional manipulation of orders by a client with the purpose to profit not from the market opportunities, but from the liquidity providers' execution procedures or by exploiting software technical limitations. In cases where Tradeview Financial Markets SAC becomes aware of toxic trading patterns, the Firm reserves the right at its sole discretion and without any prior notice to alter the execution settings for detected accounts which can significantly affect the execution time and price. Additionally, the Firm reserves the right to reject or cancel orders or "bust" trades if the firm determines in its sole discretion that such orders or trades were part of the predatory toxic trading strategy, freeze or close the associated trading and/or IB accounts and refuse to pay part of or all payments on such orders at its sole discretion and without prior notice.

#### **29. ARBITRAGE**

There are certain situations, including, but not limited to, internet issues, connectivity delays and/or price feed errors, where prices displayed on the Trading Platform or any other licensed trading platform are inaccurate and do not reflect proper market rates. Taking advantage of these Internet delays or issues,

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otherwise known as latency arbitrage or “scalping,” is a detrimental manipulation of the OTC market and cannot be permitted where clients directly buy or sell from the market maker. Therefore, the practice of latency arbitrage is strictly forbidden and constitutes a material breach of the Agreement. Tradeview Financial Markets SAC reserves the right to revoke any transaction that relies upon price latency arbitrage opportunities. Tradeview Financial Markets SAC further reserves the right to amend, correct, or adjust as necessary any account involved in arbitrage. At Tradeview's Financial Markets SAC sole discretion, any such accounts may be subject to risk desk intervention including specific approval of any and all orders or even termination of an account, including any other related account established by the Client. Any dispute arising from such arbitrage and/or manipulation will be resolved in Tradeview's Financial Markets SAC sole and absolute discretion. Until such matters reach a resolution, Tradeview Financial Markets SAC reserves its right to place a hold on any account withdrawals. Notwithstanding any actions or resolution, it may have under this provision, Tradeview Financial Markets SAC expressly reserves its right to further pursue any and all rights and remedies it may have against the Client. Nothing stated herein shall act as a waiver or prejudice such rights or remedies.

### **30. CHURNING**

Tradeview Financial Markets SAC reserves the right to monitor the activities of all counterparties and to take such measures as it deems necessary to discourage counterparties from churning or over-trading accounts, including but not limited to, canceling payments of rebates and r/commissions with sufficient notice. Churning/ over-trading means excessive trading of a discretionary account by a person with control over the account for the purpose of generating commissions while disregarding the interests of the customer.

### **31. TRADEVIEW FINANCIAL MARKETS SAC RESPONSIBILITIES**

Tradeview Financial Markets SAC 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 Tradeview's Financial Markets SAC control or anticipation. Tradeview Financial Markets SAC is not responsible for losses or other adverse affects realized by Client accounts as a result of gapping markets, repricing or instances of increased volatility in the markets. Tradeview Financial Markets SAC shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of Tradeview Financial Markets SAC. Tradeview Financial Markets SAC shall not be liable for losses arising from the default of any agent or any other party used by Tradeview Financial Markets SAC under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which Tradeview Financial Markets SAC is willing to deal or the quotes published by Tradeview Financial Markets SAC may differ from prices confirmed or quoted by other CFD market makers or dealers.