

Individual Client Agreement

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 immediately to by Client, in writing to 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



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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.

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



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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.

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



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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 the Cayman Islands, 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 the Cayman Islands in accordance with its Rules. The language to be used in the arbitral proceedings shall be English and the place of arbitration shall be Grand Cayman, Cayman Islands. 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



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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

26. 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.



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INDIVIDUAL CLIENT AGREEMENT

The following financial information is required to open your account and will be kept confidential by TRADEVIEW in accordance with the Customer Trading Agreement. **All questions MUST be answered.**

* SELECT ONE PLATFORM:

Metatrader4
- Innovative Liquidity Connector

Metatrader5
- Innovative Liquidity Connector

cTrader

Metatrader4
- X Leverage

Metatrader5
- X Leverage

Currenex
- FX only

Other - API or FIX Integration

Sterling Trader
- USA On-Exchange Equities

Rhinotrader
- On Exchange Equities

PRIMARY ACCOUNT HOLDER INFORMATION

*Last Name:

*First Name:

Middle:

*Day of Birth

Day Month Year

*Place of Birth:

*Home Phone:

*Passport No:

*Address:

Mobile:

*Passport Expiration Date

Day Month Year

Address 2:

*City:

*E-mail:

*Nationality:

*Gender:

*Material Status:

Male

Female

Single

Married

*Country

Province:

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DECLARATION OF U.S. CITIZENSHIP OR U.S. RESIDENCE FOR TAX PURPOSES

Please tick either (a) or (b) or (c) and complete as appropriate

*Declaration:

(a) I confirm that I am a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows.

(b) I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents

(c) I confirm that I am not a U.S. citizen or resident in the U.S. for tax purposes

EMPLOYMENT INFORMATION

* Employment Status:

Employed

Self - Employed

Retired

Unemployed

*Annual Salary:

Less than \$25,000 Sign "Supplemental Risk Disclosure"

\$25,000 to \$50,000

\$50,000 to \$100,000

Over \$ 100,000

IF YOU ARE **EMPLOYED**, PLEASE FILL OUT THE FOLLOWING INFORMATION:

*Employer:

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*Occupation:

*Employer Street #1:

Employer Street #2:

*Employer City:

*Employer State/Province:

*Employer Zip/Postal/Code:

*Employer Country:

IF YOU ARE **UNEMPLOYED**, PLEASE FILL OUT THE FOLLOWING INFORMATION:

(Please give full particulars including country of origin. Phrases such as 'transferred from another company' or 'investments' are not sufficient. If the wealth is derived from the sale of a business, the description should indicate the name of the business & activities of the company. If the funds were generated through accumulated earnings, the affidavit should include information as to your employer, your position, & number of years employed. Specific details of the source of funds introduced are essential to enable us to confirm the funds are legal in origin. We reserve the right to request further documentation to support this declaration.



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TOTAL ASSETS

*Total Annual Income:

Less than \$25,000 Sign
"Supplemental Risk
Disclosure"

\$25,000 to \$50,000

\$50,000 to \$100,000

Over \$ 100,000

*Approximate Net Worth:

Less than \$25,000 Sign
"Supplemental Risk
Disclosure"

\$25,000 to \$50,000

\$50,000 to \$100,000

Over \$ 100,000

*Anticipated Investment:

Less than \$25,000

\$25,000 to \$50,000

\$50,000 to \$100,000

Over \$ 100,000

Are you connected to bankruptcies?:

Yes

No

IF YOU ARE CONNECTED WITH BANKRUPTCIES, PLEASE FILL OUT THE FOLLOWING INFORMATION

What bankruptcies are you connected with?

DECLARATION OF SOURCE OF WEALTH

*Source of Wealth:

Income from profession/employment (Please fill out employer details in the section above)

Inheritance

Company Ownership / Sale of Company or Assets

Company Ownership and Profits



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Investments or Savings

Gift

Rental income / Sale of Real Property

Other income

I/We declare (as an authorized signatory for the Applicant) that the information provided in this Form, is to the best of my knowledge and belief, accurate and complete. I/we further confirm that my/ or wealth is from legitimate sources as indicated above, and that I/we will also provide the required evidence of the source of wealth as is required.

EDUCATION EXPERIENCE

Please check the following which best describe your investing experience:(if you have no prior investing experience please sign "Supplemental Risk Disclaimer")

	Years of experience	Trading volume	Frequency of trading
On-Exchange Securities			
Leverage FX, CFD's and Precious Metals			
Commodities			
Futures			
Options			
Mutual Funds			

EXTRA INFORMATION

*Volume of the anticipated deposits on an annual basis: Purpose for account:



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Management of Account:

Self - management

Third party manager

You act as professional manager (i.e. manages the accounts of others)

Introducing Broker, if applicable:

Sales person, if applicable:

DO YOU WANT TO HAVE REFERRALS?:

Yes

No

IF YOU WANT TO DO YOU WANT TO HAVE REFERRALS?:

How many offices do you have?

Please list Cities where your offices are located

Are you actively soliciting new customers?

Yes

No

What number of complaints have you received in the past two years?:

If any, what types of complaints were received (what was each customer alleging)?



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Have you received any customer complaints that allege excessive trading in discretionary accounts?

Yes

No

Any complaints that allege unauthorized trading?

Yes

No

Generally describe below and attach hereto (on step 4 of this application) documentation regarding any and all disciplinary actions taken by any regulatory agencies (put "n/a" if doesn't apply):



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ELECTRONIC SIGNATURES

The parties agree that the electronic signature of a party to this agreement will be as valid as the original signature of that party and will be effective to bind that party to this Agreement. The parties agree that any electronically signed document (including this Agreement) will be considered (i) as “written” or “in writing”, (ii) as signed and (iii) as a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. These printed or “printed” copies, if presented as evidence in any judicial, arbitration, mediation or administrative proceeding, shall be admissible between the parties to the same extent and under the same conditions as other original commercial records created and maintained in documentary form. Neither party will challenge the admissibility of true and accurate copies of electronically signed documents based on the best testing rule or as not complying with the trade records exception to the rumor rule. For the purposes of this document, “electronic signature” means an original signature signed manually that is then transmitted by electronic means; “Transmitted by electronic means” means sent in the form of a facsimile or sent over the Internet as a “pdf” (portable document format) or another replication image attached to an email message; and, “electronically signed document” means a document transmitted by electronic means and containing, or for which it is placed, an electronic signature.



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Electronic Trading Agreement

Important! Any person or organization accessing or attempting to access the online or Electronic trading services of or any affiliate of Tradeview Financial Markets S.A.C, (referred to Herein as "Tradeview Financial Markets S.A.C") must first agree to the terms of this agreement. Such services shall include all statement reviews, new account origination, internet trading and Electronic order entry and reports, market, trading general information, including Quotes, charts, news, and systems information, all clearing and back office functions and Services, all provided by Tradeview Financial Markets S.A.C to user ("software"), the Tradeview Financial Markets S.A.C web Site, as well as any other services that may be added from time to time ("collectively Referred to herein as "the systems"). This agreement shall apply to any person or Organization who accesses or attempts to access the systems, as well as any person or Organization who benefits from such use, including but not limited to, users who benefit From the use of the systems by brokers acting on their behalf ("user"). All limitations of Liability and disclaimers contained herein shall apply to the systems regardless of Whether or not the systems or any part thereof, was developed or is serviced or supported By Tradeview Financial Markets S.A.C Use of the systems or user's signed acknowledgement, indicates user's Unqualified acceptance of all of the terms of this agreement. If user finds this agreement Unacceptable, it shall not use the systems Tradeview Financial Markets S.A.C is willing to provide the systems to User only if user agrees to be bound by the following terms.

1. Some of the information available on the Systems will be provided by Tradeview Financial Markets S.A.C, and some will be provided by various sources ("Information Providers"). User acknowledges that the accuracy, completeness, timeliness, and correct sequencing of the information concerning User's trading and account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be added from time to time (collectively referred to as the "Information"), is not guaranteed by either Tradeview Financial Markets S.A.C or the Information Providers. User agrees that in no event shall Tradeview Financial Markets S.A.C, any of its aliates, or the Information Providers, have any liability for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or taken by User in reliance upon the Information or the Systems, or for any interruption of any Information provided by the Systems, or for any aspect of the Systems. In addition, some of the Information may be supplied by exchanges through Information Providers, and this material is for informational purposes only. The exchanges do not represent that the Information selected for display is comprehensive, complete, certied or accurate; do not intend to, and do not, in any country, directly or indirectly, solicit business or oer any contract to any person through the medium of this Information; or accept any responsibility or liability for enabling the user to link to another site on the World Wide Web, for the contents of any other site, or for any consequence which results from acting upon the contents of another site.

2. User understands that technical problems or other conditions may delay or prevent User from entering or canceling an order on the Systems, or likewise may delay or prevent Tradeview Financial Markets S.A.C from executing or clearing an order on the Systems. Tradeview Financial Markets S.A.C, nor any of its affiliates,



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shall be liable for, and User agrees not to hold or seek to hold Tradeview Financial Markets S.A.C, or any of its affiliates, liable for, any technical problems, Systems failures and malfunctions, communication line failures, equipment or software failures and malfunctions, Systems access issues, Systems capacity issues, high Internet traffic demand or other Internet related problems, security breaches, theft and other unauthorized access, and any other similar computer problems and defects, as well as severe weather, earthquakes, floods and strikes or other labor problems in connection with the use or attempted use of the Systems. Tradeview Financial Markets S.A.C does not represent, warrant or guarantee that User will be able to access or use the Systems at times or locations of User's choosing, or that Tradeview Financial Markets S.A.C will have adequate capacity for the Systems as a whole or in any particular geographic location. Tradeview Financial Markets S.A.C does not represent, warrant or guarantee that the Systems will provide uninterrupted and error free service. Tradeview Financial Markets S.A.C does not make any warranties or guarantees, express or implied, with respect to the Systems or its content, including without limitation, warranties of quiet enjoyment, no infringement, title, merchantability or fitness for a particular purpose, and merchantability for computer problems and for informational content. Tradeview Financial Markets S.A.C does not guarantee or warrant that the Systems will be free from infection, viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Neither Tradeview Financial Markets S.A.C, nor any of its affiliates, shall be liable to User for any loss, cost, damage or other injury, whether in contract or tort, arising out of or caused in whole or in part by Tradeview Financial Markets S.A.C or User's use of, or reliance on, the Systems or its content, or in otherwise performing its obligations under or in connection with this Agreement. In no event will Tradeview Financial Markets S.A.C, or any of its affiliates, be liable to User or any third party for any punitive, consequential, incidental, special, indirect (including lost profits and trading losses and damages) or similar damages, even if advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions the liability of Tradeview Financial Markets S.A.C shall be limited in accordance with this Agreement to the extent permitted by law. Tradeview Financial Markets S.A.C reserves the right to suspend service and deny access to the Systems without prior notice during scheduled or unscheduled Systems maintenance or upgrading.

3. User acknowledges that all orders placed through the Systems are at User's sole risk. User further acknowledges that User's orders may be sent directly to the trading floors of the various exchanges (or to an electronic trading Systems, if applicable), that there may be minimum equity requirements and limits set by each contract as to the maximum number of allowable contracts for orders processed through the Systems, that current limits are subject to change, that contingency orders may not be accepted, and that the online direct order placement service may be suspended on a contract's last trading day. User understands that orders that it sends directly to the trading floors or an electronic trading Systems may be reviewed by an order desk, and if User fails to meet the requirements, User's order may be refused. User further understands that it may be restricted from use of or refused access to the Systems at any time, and that Tradeview Financial Markets S.A.C reserves the right to require a margin deposit prior to the execution of any order placed through the Systems, or as otherwise required by Tradeview Financial Markets S.A.C margin policy. In the event that there is a restriction on User's account or that User fails to make a margin deposit as required, neither Tradeview



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Financial Markets S.A.C, nor any of its affiliates, shall be responsible for any delay or failure to provide the Systems, including the ability to execute an order.

4. Although the Systems may provide access to numerous recommendations about how to invest and what to buy, none of these recommendations shall be deemed to be endorsed by Tradeview Financial Markets S.A.C does not recommend any investment advisory service or product, nor does Tradeview Financial Markets S.A.C offer any advice regarding the nature, potential value, or suitability of any particular transaction or investment strategy. NOTHING IN THIS AGREEMENT SHOULD BE CONSTRUED AS A SOLICITATION OR RECOMMENDATION TO BUY OR SELL ANY INSTRUMENT OR ENGAGE IN ANY TRANSACTION.

5.

a. Upon approval of User's account, Tradeview Financial Markets S.A.C will provide User with an individual password and user identification code ("Access Codes"). The Access Codes are intended to enable User to access User's account and to enter buy and sell orders for User's account through the Systems, and therefore, User must maintain the confidentiality, and prevent the unauthorized use, of the Access Codes at all times. User accepts full responsibility for the use and protection of the Access Codes, which includes, but is not limited to, all orders entered into the Systems using the Access Codes and changes in User account information that are entered through use of the Access Codes. User hereby authorizes Tradeview Financial Markets S.A.C and any party claiming Tradeview Financial Markets S.A.C to rely upon any information or instructions set forth in any data transmission using the assigned Access Codes, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of the Systems.

b. User accepts full responsibility for monitoring User's account(s) with Tradeview Financial Markets S.A.C. In the event that User becomes aware of any loss, theft or unauthorized use of User's Access Codes, User shall notify Tradeview Financial Markets S.A.C IMMEDIATELY by email to compliance@tradeviewforex.com.

c. Tradeview Financial Markets S.A.C grants to User, and User accepts from Tradeview Financial Markets S.A.C, a nonexclusive and non-transferable license to use the Systems solely for the purposes provided herein and subject to any other agreements in effect between User and Tradeview Financial Markets S.A.C. User agrees that it shall take reasonable steps to protect, and shall not use, publish or disseminate, the information made available or accessible through the use of the Systems, including without limitation the Information, Access Codes, and Software, using methods at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than a reasonable standard, during the term of this Agreement and for a period of five (5) years following the expiration, termination, discontinuance or cancellation of this Agreement and shall prevent the duplication or disclosure of such information, other than by or to its employees who must have access to the information to perform User's obligations hereunder, provided that User shall make such employees aware of the restrictions of this Section 5 and provided that User shall be solely responsible for such information. Any and all materials that Tradeview Financial Markets S.A.C provides to User in connection with the Systems, including without limitation all Information, Access Codes, and



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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.



Individual Client Agreement

- 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.



Individual Client Agreement

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: _____