

## AGREEMENT

### 1. Trading Terms and Definitions

The following definitions and terms apply to this Agreement:

- a. "Introduced Counterparty" or "Introduced Account" shall mean each counterparty or account introduced to Tradeview Financial Markets S.A.C. by the Introducer, accepted by Tradeview Financial Markets S.A.C. and with whom Tradeview Financial Markets S.A.C. does not have a current or prior trading relationship.
- b. One "Contract" is defined as a transaction amount of 1 share/unit, shares, contracts, notes, etc.
- c. "Base Currency" is defined as the currency that is being priced, and the Exchange Rate is the price at which 1 unit of base currency can be bought or sold, and this price is expressed as X units of Quoted Currency.
- d. One "Pip" is defined as the smallest numerical value of a price (the last digit to the Right of the decimal point). The term "Pips" is synonymous and interchangeable with the terms "Points" and "Ticks"
- e. Futures. Tradeview Financial Markets S.A.C. shall rebate a percentage or set amount per lot round on Future Contracts.
- f. Equities. Tradeview Financial Markets S.A.C. shall rebate a percentage or set amount per share on monthly traded volume.
- g. Options. Tradeview Financial Markets S.A.C. shall rebate a percentage or set amount per Option Contract.
- h. Other Asset Classes. Tradeview Financial Markets S.A.C. shall rebate a percentage or set amount as defined on a separate pricing schedule for any asset class.
- i. Trade Duration Requirement. Transactions entered into on any Eligible Account which do not remain open for a minimum of three (3) minutes ("Trade Duration Requirement") are considered "gaming the system", bending the rules or churning (frequent buying and selling of contracts that does little to meet the client's investment objective) shall not qualify in a calculation for Round Turn Requirements.

### 2. Introducer Services

The following definitions and terms apply to this Agreement:

- a. Introducer hereby agrees to serve as a referral source for the purpose of (i) introducing and referring prospective counterparties to Tradeview Financial Markets S.A.C. for the purposes of CFD trading, Equities trading, Futures trading, Options trading, and other asset classes, and (ii) assessing the qualifications of such prospective counterparties to engage in trading. In determining whether a prospective counterparty is a qualified counterparty for purposes of trading, Introducer shall apply the counterparty qualification standards as established by Tradeview Financial Markets S.A.C. and communicated to Introducer from time to time. The counterparty qualification standards will include (but are not limited to) an assessment of the prospective counterparty's credit, market knowledge and experience in trading. Introducer shall provide all relevant information to Tradeview Financial Markets S.A.C. with respect to Introducer's assessment of the qualifications of each prospective counterparty pursuant to Tradeview Financial Markets S.A.C.'s established counterparty qualification criteria. Introducer hereby agrees to use its best efforts during the term hereof to fulfill the aforementioned purposes.

- b. Tradeview Financial Markets S.A.C. will have no obligation to accept as counterparty any person referred to it by Introducer.

- c. In performing the services set forth herein, Introducer will have no authority to bind Tradeview Financial Markets S.A.C. in any way and will make no representations to prospective counterparties or other persons relating to Tradeview Financial Markets S.A.C. or its trading operations that are not expressly authorized by this Agreement or have not been previously approved in writing by Tradeview Financial Markets S.A.C.. Introducer shall not issue, publish, or distribute any advertisement, market letter, market research report or other sales literature utilizing or making reference to the name or facilities of Tradeview Financial Markets S.A.C. or any of its affiliates without Tradeview Financial Markets S.A.C.'s prior written consent.

- d. Introducer agrees to maintain all websites and other web based promotional materials in compliance with Tradeview Financial Markets S.A.C.'s IB Promotional Material Rules (the "Rules") that have been provided to Introducer. All information contained therein, including proper disclaimers and statements regarding Tradeview Financial Markets S.A.C. and its affiliates, must comply with the Rules as set forth by Tradeview Financial Markets S.A.C.. Any subsequent review of Introducer's web materials that reveal a failure to comply with the Rules shall be deemed a breach of this Agreement under 10(A) herein and may result in immediate termination. By executing this Agreement, the Introducer acknowledges receipt of the Rules.

- e. Introducer will carry on its business as an independent contractor and not as an agent or employee of Tradeview Financial Markets S.A.C.. Introducer will not use the name Tradeview Financial Markets S.A.C. in answering its telephone or in any other way represent itself to be associated with Tradeview Financial Markets S.A.C. other than in relationship of an introducing broker to Tradeview Financial Markets S.A.C. which holds the funds of Introducer's customers, and acts as a principal counterparty to Introducer's customers. In contracting for support services, such as rent, telephone, quotation services, utilities and the like, Introducer will not use or refer to the name "Tradeview".

### 3. Introduced Counterparty, Initial Solicitation & Opening of Accounts

- a. For all introduced accounts, Introducer agrees to provide Tradeview Financial Markets S.A.C. with all pertinent information with respect to each Introduced Counterparty. Without limiting the generality of the foregoing, Introducer agrees to furnish Tradeview Financial Markets S.A.C. for each Introduced Account: (i) the name, address, and principal occupation or business of the beneficial owner for whom the Introduced Account is maintained, the signature of such beneficial owner (or of the persons authorized to act on behalf of such beneficial owner), the name and address of any other persons who guarantee the Introduced Account, exercise any trading control or otherwise trading in the Introduced Account, or have any direct or indirect interest in the Introduced Account; (ii) a signed copy of all written agreements with respect to the Introduced Account; (iii) a copy of all account cards or records relating to the opening and maintenance of the Introduced Account; (iv) a signed copy of the Customer Agreement and such other agreements as may be prescribed by Tradeview Financial Markets S.A.C. with respect to the Introduced Account; (v) a signed copy of any guarantee or of any power-of-attorney with respect to the Introduced Account; (vi) evidence of the authority of the person or persons authorized to transact business for the Introduced Account and of the genuineness of all certificates and other documents pertaining to the Introduced Account, all in such form as may be prescribed by Tradeview Financial Markets S.A.C.; (vii) a signed acknowledgement of receipt of each risk disclosure statement (including the statement provided in the Customer Agreement) or disclosure document required by applicable law or Tradeview Financial

**Markets S.A.C.;** (viii) Introducer further agrees that it will not use any document or agreement in connection with the opening or maintenance of an account that has not been supplied or approved by **Tradeview Financial Markets S.A.C.**

b. The Introducer is prohibited from taking deposits from Introduced Counterparties on behalf of **Tradeview Financial Markets S.A.C.**

c. In case the Introducer refers other Introducing Brokers to **Tradeview Financial Markets S.A.C.**, herein referred to as (Sub IB), the Introducer shall provide **Tradeview Financial Markets S.A.C.** sufficient information to permit **Tradeview Financial Markets S.A.C.** to assess the qualifications of the proposed Sub IB. Should **Tradeview Financial Markets S.A.C.** determine to accept the referred Sub IB **Tradeview Financial Markets S.A.C.** shall treat the Sub IB as an Introducer and compensate the referring IB per the agreed upon schedule.

#### 4. Tradeview Financial Markets S.A.C.'s Obligations to Introducer Broker

**Tradeview Financial Markets S.A.C.** agrees to perform its obligations under this Agreement diligently and in compliance with all applicable laws and regulations.

a. In return for its services, with respect to each Introduced Counterparty, **Tradeview Financial Markets S.A.C.** agrees to pay to Introducer and/or collect from such Introduced Counterparty and remit to Introducer the fees set forth on Schedules attached hereto (collectively, the "Introducer Fees"). Such Introducer Fees shall be paid with respect to each Introduced Counterparty as specified in Schedules attached hereto within fifteen (15) business days following the last day of the calendar month.

b. Should Introducer manage funds of Introduced Counterparties through any means, including but not limited to: an executed power of attorney; the use of multi-account manager; or is reasonable determined to be trading the account of Introduced Counterparties by **Tradeview Financial Markets S.A.C.** through IP tracking or some other independent investigative tool of **Tradeview Financial Markets S.A.C.**, Introducer's monthly commission due, as set forth within the Schedule(s) attached hereto, shall not exceed thirty-five percent (35%) of Introducer's aggregate Introduced Counterparties equity and/or thirty-five percent (35%) of the total equity of any single Introduced Counterparty account being managed. For purposes of this calculation, client equity at month end shall be utilized. Should commission totals exceed thirty-five percent (35%) of the total Introduced Counterparties equity or the client equity of any one Introduced Counterparty account, **Tradeview Financial Markets S.A.C.** shall only be obligated to pay Introducer an amount equal to thirty-five percent (35%). All amounts above and beyond that shall be forfeited. Further, **Tradeview Financial Markets S.A.C.** is not obligated to compensate Introducer for round turn trades executed in the same currency pair which trades are executed within four (4) minutes of each other. For illustration purposes, if Introducer buys a EUR/USD contract at 9:00:00 and offsets the trade at 9:00:45 and immediately executes a second EUR/USD buy at 9:01:30 and offsets that buy at 9:02:00, **Tradeview Financial Markets S.A.C.** shall not be obligated to compensate **Tradeview Financial Markets S.A.C.** for the second trade.

c. For all Introduced Counterparties referred to **Tradeview Financial Markets S.A.C.** by Introducer and who enroll within any and all promotion, promotional offer, promotional program or any other offering made available by **Tradeview Financial Markets S.A.C.**, including but not limited to: trading bonuses; deposit bonuses; general contests or new account bonuses, the Parties hereto agree that all Fee Schedules attached hereto, shall not be applicable and **Tradeview Financial Markets S.A.C.** shall not be obligated to compensate Introducer for such referred business.

d. For all Introduced Counterparties referred to **Tradeview Financial Markets S.A.C.'s** Foreign Exchange Managed Account or Foreign Exchange Managed Account Plus (collectively the "FXMA") program by Introducer, **Tradeview Financial Markets S.A.C.** agrees to pay to Introducer the fees set forth within the applicable Schedule attached hereto (collectively, the "FXMA Fees"). Introducer acknowledges and understands that Introducer Fees contained within other attached Schedules shall not apply for any and

all Introduced Counterparties referred to the FXMA program and Introducer shall not be paid based upon trading volume. Such FXMA Fees shall be paid with respect to each Introduced Counterparty as specified in the FXMA Schedule, attached hereto, within fifteen (15) business days following the last day of the calendar month.

e. The Introducer Fees set forth in the selected Schedules, where applicable, shall be payable for the duration of **Tradeview Financial Markets S.A.C.'s** relationship with the Introducer. Upon termination of this Agreement, by either party, for any reason, the Fee Schedule set forth in the selected Schedules, if applicable, shall no longer be payable and shall terminate in compliance with Section 10 of this Agreement.

f. **Tradeview Financial Markets S.A.C.** will deliver promptly to Introducer copies of all account statements with respect to the account of the Introduced. The terms of this agreement may be amended or terminated by mutual written consent of **Tradeview Financial Markets S.A.C.** and the Introducer and may be terminated by any one party giving not less than one month's written notice of termination to the other. In the event of a breach by the Introducer of any of its obligations hereunder, **Tradeview Financial Markets S.A.C.** may terminate this Agreement immediately on notice to the Introducer.

#### 5. Introducer's Obligations to Tradeview Financial Markets S.A.C.

a. Introducer agrees to perform its obligations under this Agreement diligently and in compliance with all applicable laws, rules and regulations, governing Introducer's activities, and covenants that it has all applicable licenses and/or other governmental certifications required to engage in the activities which are the subject of this Agreement.

b. Introducer shall notify **Tradeview Financial Markets S.A.C.** in writing, immediately upon receipt or obtaining knowledge of any Introduced Counterparty complaint or pending or threatened action or proceeding by any Introduced Counterparty in respect of any alleged errors, corrections or other matters relating to any Introduced Counterparty transaction or account with **Tradeview Financial Markets S.A.C.**. **Tradeview Financial Markets S.A.C.** at its discretion shall have the exclusive right to respond to, adjust, settle, or reconcile any such Introduced Counterparty complaint as such complaint pertains to **Tradeview Financial Markets S.A.C.**

c. Introducer shall deliver to **Tradeview Financial Markets S.A.C.**; copies of all promotional material used by introducer to solicit forex business, this material shall include but is not limited to all emails, all mailings, all websites and links to websites, any scripts used. Introducer is obligated to have all promotional material approved by **Tradeview Financial Markets S.A.C.** before use.

d. Introducer shall notify **Tradeview Financial Markets S.A.C.** immediately if there are any changes in the introducer's status for registration with the appropriate authorities.

e. Introducer shall notify **Tradeview Financial Markets S.A.C.** immediately if introducer receives any subpoenas, due to any type of fraudulent business practices, including but not limited to; false claims, misleading promotional materials, or any customer complaint.

f. Introducer shall notify **Tradeview Financial Markets S.A.C.** immediately if introducer receives any subpoenas, due to any type of fraudulent business practices, including but not limited to; false claims, misleading promotional materials, or any customer complaint or if Introducer becomes aware of any threatened litigation or is served with any summons or legal complaint through a court of competent jurisdiction.

g. Introducer shall notify **Tradeview Financial Markets S.A.C.** immediately if introducer fails to receive timely payment of fees, as outlined within the selected attached Schedule(s), if applicable, attached hereto, for its services from **Tradeview Financial Markets S.A.C.**. Introducer agrees that should timely payment not be

made by Tradeview Financial Markets S.A.C., for any and all reasons, including, but not limited to, administrative error or operational oversight, and Introducer fails to notify Tradeview Financial Markets S.A.C. within sixty (60) days following the date of payment as outlined in section 4(B) of this Agreement, Introducer waives any and all rights to such payment and further waives any claims of restitution and/or unjust enrichment.

## 6. Warranties, Representations & Covenants

**a.** Tradeview Financial Markets S.A.C., in order to induce Introducer to enter into and to perform this Agreement, does hereby represent and covenant to Introducer as follows: (i) Tradeview Financial Markets S.A.C. has the right and power to enter into and perform its duties under this Agreement; has taken all requisite corporate action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated herein; and that this Agreement has been duly authorized, executed and delivered by Tradeview Financial Markets S.A.C. and is binding upon and enforceable against it in accordance with the terms hereof. (ii) Neither the execution, delivery, or performance of this Agreement by, nor the consummation of, any transaction contemplated otherwise, conflict with, result in a breach of, or constitute a default under or violate, as the case may be, (iii) the Operating Agreement of Tradeview Financial Markets S.A.C., (iv) any foreign, federal, state, or local law, statute, ordinance, rule or regulation, (v) any court or administrative order or process, or (vi) any contract, agreement, arrangement, commitment, or plan of Tradeview Financial Markets S.A.C. to which or by which Tradeview Financial Markets S.A.C. may be bound.

**b.** Introducer, in order to induce Tradeview Financial Markets S.A.C. to enter into and to perform this Agreement does hereby represent and covenant to Tradeview Financial Markets S.A.C. as follows:

I) If Introducer is an entity, it is duly organized, validly existing and in good standing under the laws of its country of organization and is qualified to do business in such other countries as the nature of its business activities and properties therein may require.

II) Introducer shall not employ, on accounts held in their name, or assist any client of Tradeview Financial Markets S.A.C. in any way in employing, whether it be acting in concert with, or acting as an introducer, trader or otherwise for, such client account, any scripts, codes, software or any other form of computer program that is designed to circumvent controls or manipulate the systems of Tradeview Financial Markets S.A.C. or in fact circumvents controls or manipulates the systems of Tradeview Financial Markets S.A.C. in order to delay feeds, obtain off-market pricing, or otherwise provide beneficial market conditions for the applicable account(s). Introducer agrees that Tradeview Financial Markets S.A.C., in its sole discretion, through its market expertise and industry experience, shall determine whether such activities are taking place and consequently take all actions as authorized herein.

III) Introducer has the right and power to enter and perform its duties under this Agreement; has taken all requisite corporate action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated herein; and that this Agreement has been duly authorized, executed and delivered by Introducer and is binding upon and enforceable against it in accordance with the terms hereof.

IV) Neither the execution, delivery, or performance of this Agreement by nor the consummation of any transaction contemplated otherwise, conflict with, result in a breach of, or constitute a default under or violate, as the case may be, (i) the charter documents of Introducer, (ii) any foreign, federal, or local law, statute, ordinance, rule, or regulation, (iii) any court or administrative order or process, or (iv) any contract, agreement, arrangement, commitment, or plan of Introducer to which or

by which Introducer may be bound. (v) Introducer will not engage in any activity that would require Introducer to be a member of the Federal Deposit Insurance Corporation ("FDIC") or National Futures Association ("NFA") or Financial Industry Regulatory Authority ("FINRA").

**c.** Introducer will not solicit or introduce Canadian or US citizens or permanent residents, or Canadian or US entities.

**d.** Introducer will not operate its business or solicit from the US or any territories that fall under the US jurisdiction, rules and regulations.

I) Introducer consents to, and agrees to assist Tradeview Financial Markets S.A.C. with, any background check of any employees of Introducer.

II) Introducer shall, at Tradeview Financial Markets S.A.C.'s request, provide Tradeview Financial Markets S.A.C. with a copy of its quarterly and year-end financial statements and reports of its auditors, if any, as and when such reports are prepared. Introducer further agrees to make its books and records available for reasonable inspection at all times by duly authorized representatives of Tradeview Financial Markets S.A.C..

III) Introducer agrees that, upon request, it will provide Tradeview Financial Markets S.A.C. with any information in Introducer's possession with respect to any customer or any account.

IV) Introducer agrees that, upon request, Tradeview Financial Markets S.A.C. may inspect any research report or other sales literature used or to be used by Introducer.

V) Introducer agrees during the term of this Agreement and for two (2) years following the termination hereof, that Introducer will not (i) directly or indirectly solicit for employment or engagement any of Tradeview Financial Markets S.A.C.'s employees, consultants or agents or any other person otherwise engaged by Tradeview Financial Markets S.A.C.; (ii) solicit or attempt to solicit for Introducer or any third party, any of Tradeview's clients or counterparties with the intent or purpose of providing services to such client or counterparty similar to the services currently provided, or contemplated to be provided, to such clients or counterparties by Tradeview Financial Markets S.A.C.; or

VI) induce or attempt to induce any employee, consultant, or agent of Tradeview Financial Markets S.A.C. to discontinue services to Tradeview Financial Markets S.A.C..

VII) Introducer understands and agrees that all spreads offered on the trading platforms of Tradeview Financial Markets S.A.C. are variable and can fluctuate depending on volatility and liquidity within the market.

**e.** Each party, in order to induce the other party to enter into and to perform this Agreement, does hereby represent and covenant to the other party as follows:

I) Each party shall keep confidential any information such party may acquire as the result of this Agreement regarding the business and affairs of the other party and shall make available to third parties only such agreements, documents and papers supplied by the other party as may be authorized by the other party in writing or pursuant to any order, subpoena or other process of a court or regulatory body of competent jurisdiction. Each party shall give the other party prompt notice of the receipt by such party of any such order, subpoena, or other process.

## 7. Ownership, Proprietary Information

All copyright, trademark, trade secret and other intellectual property rights belonging

to Tradeview Financial Markets S.A.C. shall remain at all times the sole and exclusive property of Tradeview Financial Markets S.A.C.. Introducer shall have no right or interest in any copyright, trademark, trade secret, or other intellectual property of Tradeview Financial Markets S.A.C.. Introducer will not publish, distribute, or otherwise make available to third parties any information derived from Tradeview Financial Markets S.A.C. or relating to any copyright, trademark, trade secret or other intellectual property rights belonging Tradeview Financial Markets S.A.C. without the prior written consent of Tradeview Financial Markets S.A.C.. Introducer will not copy, modify, de-compile, reverse engineer, and make derivative works of any intellectual property of Tradeview Financial Markets S.A.C..

## 8. Indemnification

a. Introducer agrees to indemnify and hold Tradeview Financial Markets S.A.C., its directors, officers, shareholders, members, employees, agents, and each person, if any, controlling Tradeview Financial Markets S.A.C., harmless from any and all claims, demands, proceedings, suits, or actions (whether in law or in equity), and from any loss, damage, liability or expense, including reasonable attorneys' fees and other legal expenses, to which Tradeview Financial Markets S.A.C., or any of its affiliates may become subject arising out of or relating to any act or omission of Introducer or any person connected, affiliated or associated with Introducer which is or is alleged to be a violation of domestic or foreign statutes, laws or regulations or arising from Introducer's or such person's alleged negligence or willful misconduct, or if Introducer fails to perform its obligations or breaches its representations, warranties, and covenants hereunder. Introducer will indemnify and hold Tradeview Financial Markets S.A.C. harmless from any loss which Tradeview Financial Markets S.A.C. may sustain as a result of errors made by Introducer, its agents, servants, and employees in connection with the services provided to prospective or introduced counterparties hereunder. Tradeview Financial Markets S.A.C. may, in its sole discretion, elect to assume the sole defense, including the settlement or compromise, of any such claim, demand, proceeding, suit, or action instituted against Tradeview Financial Markets S.A.C. and Introducer.

b. Any aforesaid indemnification, hold harmless obligation, guaranty or loss sharing arrangement shall remain in effect without limit of time after the termination of this Agreement from any act or omission which shall have occurred during the period of this Agreement, whether discovered then or at any time subsequent to the termination of this Agreement.

c. Neither party shall be liable for any loss, damage, liability, or expense resulting from any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

d. Introducer shall promptly notify Tradeview Financial Markets S.A.C. in writing of the assertion of or threatened assertion of any material claim against Introducer by any Introduced Counterparty, or of the institution against Introducer or any affiliate, director, officer or employee thereof of any suit, action, investigation or proceeding by any Introduced Counterparty or by any regulatory agency, exchange or board of trade, and of every material development in any such claim, suit, action, investigation or proceeding. If Introducer is involved in any such customer complaint, civil suit, reparations, arbitration, or regulatory proceeding or reasonably expects to become so involved, Introducer will cooperate with Tradeview Financial Markets S.A.C. by furnishing all documents necessary to conduct an investigation and defend a claim or proceeding, unless it would be clearly prejudicial for Introducer to so cooperate. Without limiting the foregoing, Introducer will permit appropriate persons of Tradeview Financial Markets S.A.C. or its attorneys, insurance representatives or auditors to interview employees of Introducer in the presence of representatives of Introducer.

e. In the event of any material claim against Introducer by any Introduced Counterparty, or of the institution against Introducer or any affiliate, director, officer, or employee thereof of any suit, action, investigation or proceeding by any Introduced Counterparty or by any regulatory agency, exchange or board of trade, and of every material development in any such claim, suit, action, investigation or proceeding, Tradeview Financial Markets S.A.C. shall withhold any portion or all of the Introducer's security deposit or any commissions due to the Introducer to offset any settlement or legal fees incurred by Tradeview Financial Markets S.A.C..

f. Tradeview Financial Markets S.A.C. may at any time and in its sole discretion disclose the arrangement contemplated by this Agreement in any document or in any manner it deems accurate and appropriate.

## 9. Expenses

Each party shall be responsible for its own expenses incident to or arising out of this Agreement and neither party shall be obligated, without its prior written consent, to pay any such expenses of the other party.

## 10. Term; Termination

a. Tradeview Financial Markets S.A.C. or Introducer may terminate this Agreement immediately with or without cause, provided the terminating Party provide written notice of such termination delivered via electronic mailing and/or physical mailing to the applicable address provided. Upon dispatch of such written notice of termination the Agreement and any and all rights that do not specifically survive such termination shall terminate, including but not limited to, payments to Introducer due under the terms of this Agreement, will be extinguished.

b. Nothing in this Agreement shall prevent Tradeview Financial Markets S.A.C. from exercising all of its rights under the respective customer agreements for the customers introduced by the Introducer, including without limitation, the right to liquidate or limit customer positions and the right to place customer accounts on a liquidation-only status.

c. Each party's rights of termination hereunder shall be in addition to all other remedies and rights to which it may be entitled under this Agreement.

d. In the event of termination of this Agreement, the terms and conditions of this Agreement shall survive and continue to apply to any and liabilities and obligations of Introducer which occurred prior to termination, were accrued prior to termination, or arose from events occurring prior to termination; including but not limited to, the Introducer's obligation to indemnify, reimburse and cooperate with Tradeview Financial Markets S.A.C..

## 11. Amendments

This Agreement may not be amended or modified except in writing. Tradeview Financial Markets S.A.C. may amend this Agreement if notice of such amendment is served to Introducer, in writing in accordance with Section 12 herein. This Agreement represents the entire understanding between the parties, and all prior discussions and negotiations are merged in it.

## 12. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent via email to the applicable email addresses reported herein by each Party or by physical mailing postage prepaid to the address on file or to such other address as may be furnished by any party to the others in writing and received by the party to whom such notice is addressed.

### 13. Governance; Venue

This **Agreement** shall be governed by, and construed in accordance with, the laws of Peru without regard to the choice-of-law provisions thereof and the Introducer and **Tradeview Financial Markets S.A.C.** submit to the exclusive jurisdiction of the courts of competent jurisdiction in Peru.

### 14. Jurisdiction; Arbitration

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 Peruvian Authorities according to the Arbitration Act of 2008 in accordance with its Rules. The language to be used in the arbitral proceedings shall be English and the place of arbitration shall be Lima, Peru. The arbitral tribunal shall consist of no more than two (2) arbitrators and all proceedings shall be conducted and a 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 arbitrator or 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.

### 15. Consent to Service of Process

Introducer agrees to authorize **Tradeview Financial Markets S.A.C.** to act as its Agent for the purposes of receipt of service of process in any legal proceedings initiated against Introducer. Upon receipt of service, **Tradeview Financial Markets S.A.C.** shall by sending copies thereof by registered or certified mail, notify Introducer of such legal proceedings at the address set forth in this **Agreement**.

### 16. Trial by Jury; Statute of Limitations

Introducer acknowledges that it waives a trial by jury in any action arising out of or relating to this **Agreement** or any transaction in connection herewith. In addition, Introducer hereby waives any and all other applicable statutes of limitations exceeding one year, including but not limited to, any statutory or common law state or federal statute of limitations.

### 17. Invalidity or Unenforceability

Any provision hereof which is prohibited, invalid or unenforceable shall be ineffective only to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof.

### 18. Independence

This **Agreement** shall not be deemed to establish a joint venture or partnership between the parties, and Introducer shall not be deemed to be an agent or employee of **Tradeview Financial Markets S.A.C.**. Neither Introducer nor any of its officers, employees and agents shall be deemed in any manner or under any circumstance to be an employee or agent of **Tradeview Financial Markets S.A.C.**, and no such person shall be entitled to any of the rights, protections or benefits provided by **Tradeview Financial Markets S.A.C.** to its employees, including without limitation, group insurance or any kind of pensions.

### 19. Assignment; Binding Effect

This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, neither this **Agreement** nor any rights hereunder shall be assignable by the Introducer without the express written consent of **Tradeview Financial Markets S.A.C.**.

### 20. English as Principle Language

This **Agreement** may be translated into other languages as a convenience for Introducer. However, English is the official language and in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail in all matters.

### 21. Withdrawal of Rebates/Commissions

Introducers will be limited to two withdrawals per calendar month with a minimum withdrawal amount of \$100 US or base equivalent. Any additional withdrawals within the calendar month will be subject to a \$50 processing fee.

### 22. Section Heading

The section headings in this **Agreement** have been inserted as a matter of convenience of reference only.

### 23. Counterparts

This **Agreement** may be signed by the parties in counterparts which together shall constitute one and the same agreement between the parties and shall become effective at such time as each of the parties shall have signed such counterparts and shall have notified the other party thereof.