

AGREEMENT

In consideration of **Tradeview Ltd.**, 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 class instruments including Contracts for Difference ("CFDs") on Equities, Futures, Currency and any similar instruments (collectively referred to as "Contracts"), which may be purchased or sold by or through **Tradeview Ltd.** 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 Ltd.**, or any **Tradeview Ltd.** affiliate (collectively "**Tradeview Ltd.**"), that **Tradeview Ltd.**, in its sole discretion, may elect. **Client** further acknowledges that, subject to the terms and conditions herein, **Tradeview Ltd.** shall act as counterparty to all transactions conducted under this **Agreement**.

2. Authorization to trade

Tradeview Ltd. is hereby authorized to purchase and sell the above mentioned types of Contracts 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 Ltd.** is authorized to execute all orders as counterparty or with such other counterparties as **Tradeview Ltd.** 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 counterparty institution or other inter-bank market (and its clearing organization, if any) where executed and to all applicable laws of the Cayman Islands. 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governmental authority, which shall be binding upon **Tradeview Ltd.**, this **Agreement** shall be deemed, modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this **Agreement** and provisions so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 Ltd.** collateral or margin in such amounts that **Tradeview Ltd.**, in its sole discretion, may require. Margin requirements will vary depending on the electronic trading system and Contracts traded. **Tradeview Ltd.** may change margin requirements at any time. **Client** agrees to deposit by immediate wire transfer such margin as required by **Tradeview Ltd.** in order to maintain open positions and will promptly deposit such margin by such methods as **Tradeview Ltd.** in its sole discretion designates. **Tradeview Ltd.** may at any time liquidate **Client's** account in accordance with paragraph 10 below, and any failure by **Tradeview Ltd.** to enforce its rights hereunder shall not be deemed a waiver by **Tradeview Ltd.** to enforce its rights thereafter. No previous collateral or margin requirement by **Tradeview Ltd.** shall preclude **Tradeview Ltd.** from increasing that requirement without prior notice. Margin requirements are conclusive and binding unless otherwise amended by **Tradeview Ltd.** 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 and **Tradeview Ltd.** may close out any open positions in the account.

5. Position limitation and extraordinary events

Tradeview Ltd. retains the right to limit the amount and/or total number of open positions that **Client** may acquire or maintain at **Tradeview Ltd.**. **Tradeview Ltd.**

reserves the right to refuse to accept any order. **Tradeview Ltd.** shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of **Tradeview Ltd.** including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions or actions, war, strikes, labor disruptions, force majeure and terrorist acts. **Tradeview Ltd.** 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 Ltd.** is authorized to reclaim any trading profits **Client** obtains through trading on delayed or inaccurate pricing.

6. Pricing, conditional orders and gapping markets

Client acknowledges and understands that **Tradeview Ltd.** 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 as determined by **Tradeview Ltd.** in its sole discretion. **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 Ltd.** 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 Ltd.** 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.

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 Ltd. 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 Ltd.** 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 Ltd.** 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 Ltd.** to **Client**, **Tradeview Ltd.** 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 Ltd.** 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 Ltd.** for any purpose, including safekeeping, are to be held by **Tradeview Ltd.** as security and subject to a general lien and right of set-off for all obligations and liabilities of **Client** to **Tradeview Ltd.** whether or not **Tradeview Ltd.** has made advances in connection with such

securities, currencies or other property, and irrespective of the number of accounts **Client** may have with **Tradeview Ltd.** **Tradeview Ltd.** 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 Ltd.** 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 Ltd.** as margin or collateral. **Tradeview Ltd.** shall at no time be required to deliver to **Client** the identical property delivered to or purchased by **Tradeview Ltd.** for any account of **Client**. Should **Client** take delivery of currencies through settlement of trades, **Tradeview Ltd.** 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 Ltd.**, 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 Ltd.** for **Client** and shall remain in full force until all accounts are fully paid for by **Client** or notice of revocation is sent by **Tradeview Ltd.**

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 Ltd.**, (d) insufficient margin, or **Tradeview Ltd'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 Ltd.** any information requested pursuant to this Agreement, or (f) any other circumstances or developments that **Tradeview Ltd.** deems appropriate for its protection, then, in **Tradeview Ltd.'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 Ltd.**, 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 Ltd.** may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in the sole discretion of **Tradeview Ltd.** may be advisable to protect or reduce existing positions in a **Client's** account. Any sales or purchases hereunder may be made at **Tradeview Ltd's** discretion with any inter-bank or other market wherever such business is transacted or at a public auction or private sale, and **Tradeview Ltd.** 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 Ltd.** 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 Ltd.** 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 Ltd.**, **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 Ltd.'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 Ltd.** 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 account 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@tradeviewforex.com, within two (2) business days of such activity being reviewable online. Failure to object shall be deemed acceptance and ratification of all actions taken by **Tradeview Ltd.** or **Tradeview Ltd's** agents. **Client's** failure to receive a transaction confirmation shall not relieve **Client** of the duty to inquire of **Tradeview Ltd.** and to object as set out herein.

12. Commissions and fees

Client agrees to pay all charges relating to Contract transactions conducted by or through **Tradeview Ltd.**, including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees. **Tradeview Ltd.** may adjust its charges without notice. All such charges shall be paid by **Client** as incurred and deducted from **Client's** account. **Tradeview Ltd.** may share such commissions or markups and markdowns with third parties. Transaction fees are assessed per trade on 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 Ltd's** failure to charge any such fees does not waive or invalidate its right to deduct such fees in the future.

13. Tradeview Ltd. responsibilities

Tradeview Ltd. 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 Ltd's** control or anticipation. **Tradeview Ltd.** 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 Ltd.** shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of **Tradeview Ltd.** **Tradeview Ltd.** shall not be liable for losses arising from the default of any agent or any other party used by **Tradeview Ltd.** under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which **Tradeview Ltd.** is willing to deal or the quotes published by **Tradeview Ltd.** 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 Ltd.** with a signed copy of this Agreement. **Client** further agrees that **Tradeview Ltd.** 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 Ltd.** reserves the right to request additional documentation in order for **Tradeview Ltd.** to adequately verify the **Client's** identity. **Client** understands that refusal to provide such documentation shall authorize **Tradeview Ltd.**, in its sole discretion, to report such refusal to applicable government agencies.

15. Currency fluctuation risk

If **Client** directs **Tradeview Ltd.** to enter into any CFD transaction: (a) any profit or loss arising as a result of a market fluctuation in the value affecting such CFD transaction 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 Ltd.** may in its sole discretion require; and (c) **Tradeview Ltd.** 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 Ltd.** in its sole discretion on the basis of the then prevailing 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 Contracts and may result in significant losses that substantially exceed **Client's** investment and margin

deposit. **Client** represents and warrants to **Tradeview Ltd.** that **Client** is willing and able, financially and otherwise, to assume the risk of trading in Contract transactions and in consideration of **Tradeview Ltd's** carrying his/her account(s), **Client** agrees not to hold **Tradeview Ltd.** 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 Ltd.** or from any of its introducing or referring agents or other entities with whom **Client** is conducting his/her **Tradeview Ltd.** 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 required to report such activity to **Tradeview Ltd.** as promptly as possible.

17. Client representations and warranties

Client represents and warrants to **Tradeview Ltd.** 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 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 Ltd.** in account applications or otherwise is true, correct and complete as of the date hereof, and **Client** will promptly notify **Tradeview Ltd.** of any changes in such information.

18. Disclosure of financial information

Client represents and warrants to **Tradeview Ltd.** that the financial information disclosed to **Tradeview Ltd.** in the documents provided to **Tradeview Ltd.** are 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 Ltd.** 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 Ltd.** 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 Ltd.** fully. **Tradeview Ltd.**, nevertheless, has the authority to require joint action by the parties to the account in matters relating to the account. **Tradeview Ltd.** has possession over the collateral in the account, whether owned by the holders individually or jointly. If a death or insolvency occurs to one or more of the holders, **Tradeview Ltd.** shall be notified in writing and shown proof of a death certificate or insolvency action. 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 Ltd. 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 Ltd.**, 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 decisions 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 Ltd.**, upon the actual receipt by **Tradeview Ltd.** at its office of a written notice of termination, or at any time whatsoever by **Tradeview Ltd.** 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 Ltd.**, 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 Ltd.** 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 Ltd.** fail to be true and correct. **Client** also agrees to pay promptly to **Tradeview Ltd.** all damages, costs and expenses, including attorney's fees, incurred by **Tradeview Ltd.** in the enforcement of any of the provisions of this **Agreement** and any other agreements between **Tradeview Ltd.** and **Client**.

25. Notices

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by **Tradeview Ltd.** 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 Ltd.** 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 Ltd.** **Client** understands that **Tradeview Ltd.** destroys such recordings at regular intervals in accordance with **Tradeview Ltd.**'s established business procedures and hereby consents to such destruction.

Tradeview Ltd. is regulated under the auspices of the Cayman Islands Monetary Authority. As such, all parties to this agreement are obliged to operate and perform all aspects of respective duties in accordance with CIMA rules and regulations.