



**TRADEVIEW**  
MARKETS



# Client Agreement

**Tradeview Financial Markets S.A.C. Tradeview** is authorized to conduct business pursuant to and in compliance with the **General Law of Companies (LGS)** promulgated by the government of Peru. Is authorized to conduct business pursuant to and in compliance with the **General Law of Companies (LGS)** promulgated by the government of Peru. **Tradeview Financial Markets S.A.C** is registered with the **National Superintendence of Public Registries (SUNARP)**, company number 13089531. **Tradeview Financial Markets S.A.C** provides financial services in selected OTC derivative markets in compliance with all applicable government regulations.

July 2024



In consideration of Tradeview Financial Markets S.A.C., or any of its affiliates (collectively and/or individually "Tradeview," "we" or "ours"), agreeing to carry one or more accounts of the undersigned (hereinafter referred to as "you," "your" or "Client") and to provide services to Client in connection with the purchase and sale of Foreign Exchange contracts ("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 for Clients accounts(s), Client agrees as follows:

## 1. Risk Acknowledgment

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT TRADING AND INVESTMENT IN THE CONTRACTS IS HIGHLY SPECULATIVE, INVOLVES AN EXTREME DEGREE OF RISK, AND IS GENERALLY APPROPRIATE ONLY FOR PERSONS WHO CAN ASSUME RISK OF LOSS IN EXCESS OF THEIR MARGIN DEPOSIT. Client understands that price changes may result in significant losses. Such losses may substantially exceed Client's investment and margin deposit. By directing Tradeview to enter into any transaction for any of the Contracts, any profit or loss arising as a result of a fluctuation in the exchange rate or Contract pricing will be for the Client's account and risk, and all initial and subsequent deposits for margin purposes shall be made in such amounts as Tradeview may in its sole discretion require.

## 2. 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 an appropriate Tradeview entity which Tradeview in its sole discretion may determine. Client further acknowledges that, subject to the terms and conditions herein, Tradeview shall act as counterparty or broker to all transactions conducted under this Agreement. Client must provide Tradeview with true and complete information at all times, including, but not limited to, the information/documentation provided to open the Account. Client undertakes to advise the Company promptly of any change in circumstances which causes the information provided during the account opening process to become incorrect and to provide the Company with updated information within 30 days of such change in circumstances. If you fail to comply with these obligations or refuse to provide requested documentation, Tradeview retains the right to deactivate, or even close, accounts that you have with the Company.

## 3. Authorization to trade, pricing and execution of orders of OTC Traded Contracts

Tradeview 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 is authorized to execute all orders as counterparty or as a broker with such other counterparties as Tradeview deems appropriate. The Client agrees to be responsible for any transaction instruction received by Tradeview. Before executing a transaction, Tradeview will require the Client at least to provide user name and password authorization, electronically via a login procedure. Correct information will authenticate the Client and allow the Client to conduct transactions in the Account. If Client's Account is a joint account, Tradeview is authorized to act on the instructions of any one owner without further inquiry, with regard to trading in the Account and/or the disposition of any and all assets in the Account. Tradeview shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by Tradeview or any of its employees, officers or agents in reliance on any such instructions or on the apparent authority of any such authorized person(s).

Tradeview will make available, by posting in the Client's Cabinet or on such other platform, bid and ask prices at which Tradeview is prepared to enter into with authorized Customers. Each bid or ask price shall be for any of the Contracts including those with a specified value date as the case may be. Tradeview makes no warranty that bid and ask prices shown represent prevailing bid and ask prices in the interbank market or on such other exchanges where similar Contracts are traded. In addition, although Tradeview reasonably expects to make available continuous prices during business hours, because of a number of factors, including, but not limited to, technology failures, communication system delays, lack of interbank liquidity or high market volatility, Tradeview makes no warranties that dealing



prices and liquidity will be available continuously to Customers. All OTC traded Contracts made and entered into between Client and Tradeview hereunder will be entered into by Tradeview as Principal. Tradeview will reasonably attempt to execute all orders that it may, in its sole discretion, accept from Client for the purchase or sale of Contracts in accordance with the Client's instructions. However, Tradeview shall not be responsible for any loss in Client's account that was not directly caused by Tradeview's gross negligence or by any factor outside Tradeview's direct and immediate control.

Client acknowledges, understands and agrees that all market orders and non-market orders, such as limit orders, stop-loss orders, one cancels the other orders, or any other non-market order transmitted and accepted by Tradeview, are accepted and undertaken in accordance with the relevant provisions of Tradeview's terms and conditions, as amended from time to time. The Client acknowledges, however, that due to market conditions or other circumstances, Tradeview may be unable to execute the order at the market or a specified price level and the Client agrees that Tradeview will bear no liability for failure to execute such orders or for executing such orders at the next best available price.

#### 4. 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, 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, 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.

#### 5. Margin and deposit requirements

Client shall deposit with Tradeview collateral or margin in such amounts that Tradeview, in its sole discretion, or such other trading venue, may require. Margin requirements will vary depending on the electronic trading system Client uses and the Contracts traded. Tradeview may change margin requirements at any time without prior notice to the Client and such changes shall have immediate effect. Client agrees to deposit by immediate wire transfer or such other acceptable deposit protocol as Tradeview may approve from time to time such margin as required by Tradeview in order to maintain open positions and will promptly deposit such margin by such methods as Tradeview in its sole discretion designates. Tradeview may at any time liquidate Client's account in accordance with paragraph 10 below, and any failure by Tradeview to enforce its rights hereunder shall not be deemed a waiver by Tradeview its rights thereafter to enforce such rights. No previous collateral or margin requirement by Tradeview shall preclude Tradeview from increasing that requirement without prior notice. Margin requirements are conclusive and binding unless otherwise amended by Tradeview 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 may close out any or all open positions in the account. Tradeview retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain. Tradeview reserves the right to refuse to accept any order. Tradeview shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the direct and immediate control of Tradeview including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions or actions, war, strikes, labor disruptions, force majeure, communications failures and terrorist acts. Tradeview 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 is authorized to reclaim any trading profits Client obtains through trading on delayed or inaccurate pricing or via other instance of system or price manipulation as determined by Tradeview.

#### 6. Pricing, conditional orders and gapping markets

Client acknowledges and understands that Tradeview does not guarantee the execution of orders at specific prices, including conditional orders such as stops and/or limits, including but not limited to times of increased volatility or volume, including market news announcements, 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 exclusively by Tradeview in its sole discretion. Client acknowledges that during instances of gapping markets, conditional orders, including but not limited to 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 client losing more funds than initially intended. Client acknowledges that due to such risks, Tradeview encourages Clients to use market orders rather than conditional orders. Client agrees that Tradeview is not responsible for any losses, including as a result of a change in margin or margin calls, which occur as a result of conditional orders being filled during periods of high volatility, gapping markets or orders being filled at 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 use 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 is authorized, in its absolute discretion, to rollover or offset all or any portion of positions maintained in CFDs on currencies, indices, metals, energies or digital assets. A position carried forward may be credited or debited interest charges until the position is closed. Futures positions are not rolled over at contract expiration. Tradeview shall close all positions at expiration of Futures contracts and Client may, at his/her sole discretion, elect to enter a new Contract. At its discretion, Tradeview may elect to offer Client an interest free account whereby positions carried forward will not be credited or debited interest charges. Provided, however, Client agrees and acknowledges that if such an account is offered by Tradeview to Client, Tradeview has the authority to, at its own discretion and at any time 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 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 for any purpose, including safekeeping, are to be held by Tradeview as security and subject to a general lien and right of set-off for all obligations and liabilities of Client to Tradeview whether or not Tradeview has made advances in connection with such securities, currencies or other property, and irrespective of the number of accounts Client may have with Tradeview. Tradeview 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 the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other clients, to itself or to others, any securities or other property of Client held by Tradeview as margin or collateral. Tradeview shall at no time be required to deliver to Client the identical property delivered to or purchased by Tradeview for any account of Client. Should Client take delivery of the product/commodity underlying a Contract through settlement of trades, Tradeview may be 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, 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 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.

## 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, (d) insufficient margin, or Tradeview'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 any information requested pursuant to this Agreement, or (f) any other circumstances or developments that Tradeview deems appropriate for its protection, then, in Tradeview'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, either directly or by way of guaranty of surety, out of any of Client's funds or property in its custody or control, including liquidation of open positions (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 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 may be advisable to protect or reduce existing positions in the Client's account. Any sales or purchases hereunder may be made at Tradeview's discretion with any inter-bank or other market wherever such business is transacted or at a public auction or private sale, and Tradeview 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 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 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, 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'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, attorneys fees, witness fees and travel expenses. In the event Tradeview 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 are 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 support@tvmarkets.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 or Tradeview's agents. Client's failure to receive a transaction confirmation shall not relieve Client of the duty to inquire of Tradeview 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, including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees. Tradeview may adjust its charges without notice. All such charges shall be paid by Client as incurred and deducted from Client's account. Tradeview 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 a monthly inactive account fee of \$50.00 USD. Tradeview's failure to charge any such fees does not waive or invalid its right to deduct such fees in the future.

## 13. Inactive and dormant Accounts

In the event that there is no activity in all your Accounts for a set period of at least one hundred and eighty (180) calendar days, Tradeview Financial Markets S.A.C. will consider your Account/s to be inactive and will mark it/them as such on the system. Client will not be allowed to trade, deposit on withdraw funds on the Account. Pending orders may be deleted from inactive accounts. Additional identification data may be required to update your file prior to resuming trading.

Inactive Accounts which have not been reactivated for a period of one (1) year will be considered dormant and may be archived. Any funds that remain in Dormant accounts may be retained by Tradeview

## 14. Force Majeure and other interruptions

Tradeview Financial Markets S.A.C. shall not be liable to the Client for any loss, cost, damage or expense sustained or incurred by the Client, directly or indirectly, by reason of any cause beyond Tradeview's control, including but not limited to, natural disasters, acts of God, civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), market conditions, inability to communicate with any relevant person or entity or any breakdown or failure of any transmission or communication system or computer facility, used by Tradeview or Client or of any market or any settlement or clearing system.

Tradeview will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Tradeview's direct and immediate control. Tradeview shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of Tradeview. Tradeview shall not be liable for losses arising from the default of any other party used by Tradeview under this Agreement except where this is expressly excluded by law.



## 15. System Manipulation

It is expressly prohibited to directly or indirectly use any device, software or other artifice to manipulate or attempt to manipulate the functioning of any electronic system, data feed, software, connection speed or other interface, device or software of any type or kind made available to you by Tradeview in connection with trading on any trading platform made available by Tradeview. Such prohibition extends to, but is not limited to, efforts to buy at the bid, sell at the offer, or otherwise trade on off market prices by taking any action, directly or indirectly, that interferes with, jeopardizes, compromises, slows down, accelerates, impedes or interrupts the normal operation of any Tradeview operational and/or dealing activity, system, platform or pricing function. Should Tradeview determine, in its sole judgment, that a prohibited activity has taken place, Tradeview reserves the right to close the account, report the activity and withhold gains created as a result of the prohibited activity. Tradeview continuously monitors its executions to protect its liquidity providers from "toxic flow," which can be described as the intentional manipulation of orders by a client with the purpose to profit not from the market opportunities, but from the liquidity providers' execution procedures or by exploiting software technical limitations. In cases where Tradeview becomes aware of toxic trading patterns, the Firm reserves the right at its sole discretion and without any prior notice to alter the execution settings for detected accounts which can significantly affect the execution time and price. Additionally, the Firm reserves the right to reject or cancel orders or "bust" trades if the firm determines in its sole discretion that such orders or trades were part of the predatory toxic trading strategy, freeze or close the associated trading and/or IB accounts and refuse to pay part of or all payments on such orders and/or recoup profits earned as a result of such prohibited activity in its sole discretion and without prior notice.

## 16. Arbitrage

There are certain situations, including, but not limited to, internet issues, connectivity delays and/or price feed errors, where prices displayed on the Trading Platform or any other licensed trading platform are inaccurate and do not reflect proper market rates. Taking advantage of these Internet delays or issues, otherwise known as latency arbitrage or "scalping," is a detrimental manipulation of the OTC market and cannot be permitted where clients directly buy or sell from the market maker. Therefore, the practice of latency arbitrage is strictly forbidden and constitutes a material breach of the Agreement. Tradeview reserves the right to revoke any transaction that relies upon price latency arbitrage opportunities and to recoup profits earned as a result of this prohibited practice. Tradeview further reserves the right to amend, correct, or adjust as necessary any account involved in arbitrage. At Tradeview's sole discretion, any such accounts may be subject to risk desk intervention including specific approval of any and all orders or even termination of an account, including any other related account established by the Client. Any dispute arising from such arbitrage and/or manipulation will be resolved in Tradeview's sole and absolute discretion. Until such matters reach a resolution, Tradeview reserves its right to place a hold on any account withdrawals. Notwithstanding any actions or resolution it may have under this provision, Tradeview expressly reserves its right to further pursue any and all rights and remedies it may have against the Client. Nothing stated herein shall act as a waiver or prejudice such rights or remedies.

## 17. Churning

Tradeview reserves the right to monitor the activities of all counterparties and to take such measures as it deems necessary to discourage counterparties from churning or over-trading accounts, including but not limited to canceling payments of rebates and or/commissions with or without notice. Churning/over-trading means excessive trading of a discretionary account by a person with control over the account for the purpose of generating commissions while disregarding the interests of the Client.

## 18. Tradeview responsibilities

Tradeview will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Tradeview's control. Tradeview is not responsible for losses or other adverse effects realized by Client accounts as a result of gapping markets, repricing or instances of increased volatility in the markets. Tradeview shall only be liable for its actions directly attributable to gross negligence, willful default or fraud on the part of Tradeview. Tradeview shall not be liable for losses arising from the default of any agent or any other party used by Tradeview under this Agreement. Since over-the-counter Contracts are not traded on an exchange, the prices at which Tradeview is willing to deal or the quotes published by Tradeview may differ from prices confirmed or quoted by other CFD market makers or dealers.



## 19. 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 with a signed copy of this Agreement. Client further agrees that Tradeview 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 reserves the right to request additional documentation in order for Tradeview to adequately verify the Clients identity. Client understands that refusal to provide such documentation shall authorize Tradeview, in its sole discretion, to report such refusal to applicable government agencies.

## 20. Currency fluctuation risk

If Client directs Tradeview to enter into any CFD transaction for the account and risk of Client: (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 may in its sole discretion require; and (c) Tradeview is authorized to convert funds in Clients account for margin into and/or from such foreign currency at a rate of exchange determined by Tradeview in its sole discretion on the basis of the then prevailing market rates .

## 21. Risk acknowledgment

The Client acknowledges that investment in leveraged and non-leveraged transactions is speculative, carries high risk, and can only be carried by individuals who are capable of assuming a loss in excess of their margin deposit. Engaging in trading such Contracts can and may result in significant losses exceeding Client investment and margin deposits. Client represents and warrants to Tradeview that Client is willing and able, financially and otherwise, to assume the risk of trading in Contract transactions, and in consideration of Tradeview carrying his/her account(s), Client agrees not to hold Tradeview responsible for losses incurred through trading. The client recognizes that guarantees of profit or freedom from loss are impossible in trading Contracts. The client acknowledges that no such guarantees have been given to the client by Tradeview or any of its introducing or referring agents or any other individual or entity with or through which the client conducts his/her business with Tradeview. This Agreement has not been entered into as a result of any guarantees or similar representations that have been provided to the Client. If Client has received any such guarantees or inducements, Client is required to promptly report such activity to Tradeview.

## 22. Client representations and warranties

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

## 23. Disclosure of financial information

Client represents and warrants to Tradeview that the financial information disclosed to Tradeview in the documents provided to Tradeview are an accurate representation of Client's current financial condition and that Client has very carefully considered the portion of the Clients 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 immediately if Client's financial condition changes in such a way as to reduce Client's net worth, liquid assets and/or risk capital.

## 24. 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 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) execute



agreements relating to the account, and (e) to deal with Tradeview fully. Tradeview, nevertheless, has the authority to require joint action by the parties to the account in matters relating to the account. Tradeview 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 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.

## 25. Amendment

Tradeview may amend this Agreement by providing client with written notification of such amendments in accordance with Section 25 herein by posting a notice on Tradeview's website. 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.

## 26. 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, shall be governed by the laws of the Cayman Islands, without reference to its conflicts of laws principles.

## 27. 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 and hereby submits to the exclusive jurisdiction of the Commercial Arbitration Court at the Grand Court of the Cayman Islands. 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.

## 28. 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, upon the actual receipt by Tradeview at its office of a written notice of termination, or at any time whatsoever by Tradeview 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.

## 29. Indemnification

Client agrees to indemnify and hold Tradeview, its affiliates, subsidiaries, employees, agents, directors, officers, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Tradeview arising out of Client's failure to fully and timely perform Client's obligations herein or should any of Client's representations and warranties to Tradeview fail to be true and correct. Client also agrees to pay promptly to Tradeview all damages, costs and expenses, including attorney's fees, incurred by Tradeview in the enforcement of any of the provisions of this Agreement and any other agreements between Tradeview and Client. Absent such immediate payment on demand, Tradeview is authorized to deduct such payment from a Client account.





### 30. Notices

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by Tradeview either through a notification to the email address submitted with this Agreement by the Client or by posting such notice on Tradeview's website. As such, all parties to this Agreement are obliged to operate and perform all aspects of respective duties in accordance with CIMA's rules and regulations.

### 31. Tradeview trade rules and regulations

Tradeview reserves the right to modify, amend or change any rules or regulations at its sole discretion at any time and any such modification, amendment or change is automatically integrated into and becomes a pertinent part of the terms and conditions of the Trading Rules and Regulations with which all Clients must comply as if full set forth in the Trading Rules and Regulations. Clients may or may not receive notice of such modification, amendment or change but such modifications, amendments or changes will be posted on Tradeview's website. By opening an account with Tradeview, the Client agrees to adhere to Tradeview's Trading Rules and Regulations as amended from time to time and to stay informed of Tradeview's notices by checking the Notice section on Tradeview's website(s) on at least a weekly basis.

### 32. Recorded conversations.

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and Tradeview 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 Client understands that Tradeview may destroy such recordings at regular intervals in accordance with Tradeview established business procedures and hereby consents to such destruction.

### 33. Trading Securities

This section outlines the specific terms that will apply to the Client who invests in Securities on the Online Platform. The terms apply to the Client in addition to the General Terms and Conditions, which apply to all of our services and not just securities trading.

Client can buy and sell shares and units in exchanged traded funds ("ETFs") on an approved Tradeview platform, as well as other securities offered from time to time. Tradeview may act as principal or on a matched principal basis when providing the Client with the securities trading services. This means Tradeview, in such instances, may be the counterparty to your trades. Where you buy and sell non-complex products, for example shares, we are not required to assess the appropriateness of the product or service that we provide to the Client.

Securities such as shares are held in custody. We may be required to give Client's details (including email address) and details of the shareholding to the company registrars. By trading securities on our platform, Client consents to us providing the identifying information to any requesting service provider of the company. We may provide factual market information and information in relation to any securities at your request. However, we are not obliged to disclose such information to the Client and, if we do supply this information, it does not constitute investment advice. We will not be liable to the Client for any act or omission of any such third-party including but not limited to information provided by such third-party.

The online trading platform is not an exchange or a market. This means that Client can only enter into trades and investments with us on the platform, and not directly with third parties. We do not permit "US persons" (as defined by the Internal Revenue Service "IRS") to invest in securities on our platform. If we identify the Client as a US person, we may close any open positions that may be held and then block or close the Trading Account

All financial products carry risk, and even trading non-complex products, such as securities, will have a degree of uncertainty. The securities markets can be volatile, which means that securities dealing is not suitable for everyone. We execute orders as soon as reasonably practicable, but sometimes there will be a delay between when we receive the order and when we are able to execute it. Where a delay occurs, there may be a difference between the market price of the securities that Client was quoted and the market price on the exchange, which may or may not be to the Client's benefit. The exchange is not required to accept Client's order, and is not required to execute Client's order at the price that you were quoted. Each order that Client make is binding on the Client even where it has exceeded any limit on our platform, and the Client must pay any sums due on any transaction immediately once the transaction has



# Client agreement

been entered into. Client is responsible for monitoring orders until they are confirmed or cancelled, as we may not provide Client with explicit written notification. Clients should contact us immediately if unsure about the status of an order. Client's security investments will settle in accordance with local markets. This is generally on a T+1 basis. We are not liable for any losses, costs or expenses that Client may suffer as a result of any delay or change in market conditions either before we execute an order or before a transaction settles.

DATE:

SIGNATURE:

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