

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, this **Agreement** (the "**Agreement**") is entered into by and between **Tradeview Europe Ltd.** (sometime hereinafter referred to as "**Tradeview**", the "**Company**", "**we**", "**us**" or "**our**") and you, the undersigned ("**you**", the "**Client**", "**your**" or "**yourself**"), as a **Client Tradeview**. You and **Tradeview** may be referred to individually as "**Party**" or collectively as the "**Parties**".

Read the **Agreement** in its entirety, as well as other information published on our website or further documentation, prior to opening an account. If you require clarification on any matter in the **Agreement** please contact us at support@tradeview.eu or by phone at +356 20311017. The **Company** also encourages you to discuss the **Agreement** with your professional advisors.

Tradeview Europe Ltd., (Tradeview) is licensed in terms of the Investment Services Act (Cap 370) as an Investment Firm and is regulated by the Malta Financial Services Authority (Authorisation ID: TRDV). **Tradeview** is registered in Malta and its registration number is C93990. Registered Office: Floor 6, Suite 3, Airways House, High Street, Sliema SLM1549, Malta.

In this **Agreement** the terms "**you**", "**your**" or "**Client**" refers to you as our client or to any individual or entity in whose name or for whose benefit this account (the "**Account**") is opened and for whose benefit the account is operated. This **Agreement** applies to and encompasses any and all accounts opened in your name and establishes the terms and conditions under which all your **Accounts** reopened and operated sets forth your rights and obligations and those of the **Company**. Please note the laws of Malta apply to our relationship with you prior to the conclusion of a distance contract, in terms of the Distance Selling (Retail Financial Services) Regulations (Legal Notice 36 of 2005, as amended).

By signing this **Agreement**, you enter into a legally binding contract with us and you acknowledge that you have read, understood and accept the terms of the **Agreement**.

The Standard License Conditions (SLCs) under which **Tradeview** operates permit us to engage in the following services: receive and transmit **Client** orders on behalf of other persons and/or retail clients, professional clients, collective investment schemes and eligible counterparties (the "**Transactions**") in relation to the following instruments (collectively "**Contracts**"): (a). Derivative contracts other than options, futures, swaps, forward rate agreements relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash; (b). Rights under a contract for differences ("**CFD**") or under any other Contract the intended purpose of which is either to earn a profit or avoid a loss by reference to fluctuations in the value or price for property of any description or in an index or other factor designated for that purpose in the contract; (c). Foreign exchange acquired or held for investment purposes (collectively the "**Instruments**"); (c). Reception and transmission of orders on transferable securities; (d). Reception and transmission of orders for Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash; (e). Reception and transmission of orders for options, futures, swaps, and any other derivative contracts relating to commodities, that can be physically settled provided that they are traded on a regulated market, within the meaning of the Financial Markets Act and, or a Multilateral Trading Facility within the meaning of Schedule 1 to the Act; or (f). Reception and transmission of orders for options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled not otherwise mentioned in point (g) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments.

ENTIRE AGREEMENT, ADDITIONS, AMENDMENTS AND MODIFICATIONS

This **Agreement** includes the Account Application, Customer Agreement, Risk Disclosure Statement (including, where applicable, the Additional Risk Disclosure statement), Trading Rules and Regulations, Best Execution Policy, Conflicts of Interest Policy, Acknowledgement of Fees, all Appendices and all future additions, modifications and amendments thereto, all of which form a pertinent part of the **Agreement** and are hereby incorporated herein by reference forming one **Agreement**

IMPORTANT NOTICE: Amendments, additions and modifications to the **Agreement** become an integral part of and are integrated into the **Agreement**, and you agree to be bound by such amendments, additions and modifications; that amendments, additions and modifications form an integral term of the **Agreement**; and, you agree to actively monitor **Tradeview's** website for updates, modifications and additions to the **Agreement**. If you're not willing to agree to any amendment, addition or modification you must notify us by email to compliance@tradeview.eu setting forth the nature of your disagreement. Unless Respond to you within 48 hours and agree to waive the amendment as it applies to you, your email notice will be deemed to be a notice of termination and you agree to immediately close all open positions. Your failure to close your open positions will operate as a consent for us to close your open positions as we deem appropriate.

RISK ACKNOWLEDGEMENT

You acknowledge, understand and agree that trading in margined, leveraged OTC spot foreign exchange contracts ("forex"), precious metal contracts, futures, equities and contracts for differences (CFDs) is highly speculative, carries high degree of risk, and is generally appropriate only for those who can assume the risk of loss in excess of their margin deposit. You expressly agree that you are willing and able to accept such risk, financially and otherwise; that **Tradeview** has no control over the fluctuations in the global financial markets; that no guarantees have been made by **Tradeview**, by any trade view agent or any other third party that may be involved in the operation of or referral of your account to the **Company** regarding profits or loss from potential or past performance and you are not entering into this **Agreement** in reliance upon any such guarantees or similar representations. You further understand and agree that **Tradeview** assumes no responsibility for delays or failures in communication facilities, internet connectivity or platform functionality. You further acknowledge that OTC spot forex, some options and CFD trading are not conducted on a regulated exchange and that **Tradeview** may be acting as a principal in the transactions and that the **Company's** commission charges for transactions you execute on platforms may vary as between clients. You also understand and agree that it is your responsibility to monitor your account at all times for errors and margin levels and that you are responsible to monitor our website for notices regarding changes to the **Agreement** that may affect your account.

For a further discussion on the risks related to trading in Foreign Exchange, Precious Metals, Futures, Equities and CFDs, please refer to our Risk Disclosure Statement.

1. Scope and Application

- Capitalized terms have the meaning given to them in this **Agreement**. References to **Tradeview** include our agents, designees and permitted assignees; all references to **Clauses**, **Section**, **Paragraphs**, **Amendments**, **Annexes** and/ or **Appendices** are to **Clauses**, **Sections**, **Paragraphs**, **Amendments**, **Annexes** and/or **Appendices** of this **Agreement**. Paragraph headings in this **Agreement** are for convenience only.

- References to gender include the opposite gender; references to the singular include the plural and vice versa; references to individuals include non-natural persons and vice versa; references to this **Agreement** or to any other document are to be construed as reference to this **Agreement** and include all supplements, annexes, amendments and novations thereto; reference to any rule, regulation, statute or statutory provision include provisions which amend, extend, consolidate or replace the same, or which have been amended, extended, consolidated or replaced by the same, and include orders, legislation, instruments or other subsidiary legislation made under the relevant statute or statutory provision; and any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and will not be construed as limiting the generality of any preceding words.

2. Term and Termination

2.1 This **Agreement** is effective only when accepted by **Tradeview** (at our discretion) and will remain in full force and effect until either you or **Tradeview** terminates it for cause or otherwise, by providing the non terminating **Party** with written notice. We will send you an email Account Notification advising you that your **Account** is "live and enabled". The Account Notification of "live and enabled" constitutes our acceptance of the **Agreement**.

2.2 We may, at our discretion, terminate the **Agreement** immediately without notice for cause or upon two (2) days written notice without cause. You agree to remain liable for any and all outstanding obligations, liquidated or unliquidated, realized or unrealized after termination.

2.3 Although you do not have the right to withdraw from this **Agreement** in terms of the Distance Selling (Retail Financial Services) Regulations (Legal Notice 36 of 2005, as amended), this **Agreement** is not subject to a minimum duration and you have the right to terminate it, without incurring any penalty, by giving us two (2) days written notice via email to compliance@tradeview.eu. You must indicate in your notice of withdrawal that you will close all open positions. The **Company** accepts no liability, without limitation, for your failure to close your open positions.

2.4 Termination of this **Agreement** will take effect on the date of the notice of termination given by either **Party** to the other **Party**, or a later date if one is specified in the notice (the "Termination Date").

2.5 Upon termination of the **Agreement**, you agree that we are entitled to receive all fees and other monies accrued and due to and including the termination date. Without prejudice to any right or remedy that may be available to either of us in respect of the cause of termination, neither of us is entitled to compensation from the other solely by reason of the termination were the **Agreement** is terminated by the other **Party** in accordance with this **Agreement**.

2.6 Upon termination (and not later than the Termination Date), you agree to cease using the **Services** (as further set forth below), to destroy all your Security Access Codes and pay any and all fees, expenses and liabilities due to us up to and including the Termination Date.

2.7 Upon termination, we will liquidate all open positions; cancel all pending orders and any other commitments made by or on your behalf under this **Agreement**; and subject to appropriate set-off, return your funds to you.

2.8 The representations, warranties, and covenants made in or pursuant to this **Agreement** will survive the termination of this **Agreement**.

2.9 For the avoidance of doubt, all clauses, terms and conditions of this **Agreement**

which are expressly said or intended to apply or have effect and/or to continue to apply or have effect after the termination of this **Agreement** (for any reason whatsoever) will so apply or have effect or continue to apply or have effect after Termination. **ALL INDEMNIFICATIONS, REPRESENTATIONS, WARRANTIES AND GUARANTEES SHALL CONTINUE TO HAVE EFFECT AFTER THE AGREEMENT IS TERMINATED.**

3. Account Opening and Maintenance

3.1 The required documentation for opening an **Account** may be found on **Tradeview's** website: www.tradeview.eu. You agree to inform us of any material changes in your personal information provided to us in connection with opening your **Account** as soon as you become aware of the changes. Should you not know whether a change is "material", you agree to contact our compliance department for clarification by sending a query to compliance@tradeview.eu.

3.2 We may refuse to open or keep open your account in our sole discretion, without having to give reasons, including in (but not limited to) circumstances where, in our opinion, opening and/or maintaining the **Account** may result in a breach of any applicable rule, regulation or law; or any information and/or documents received in connection with the account are inadequate, insufficient, incomplete, not valid or effective, or contradictory.

3.3 When providing any component of the **Service**, as further set forth below, involving the receipt of and/or transmission of orders or otherwise providing a benefit to you, **Tradeview** determines whether the **Services** are appropriate for you based on information you provided or is otherwise provided to or obtained by us regarding your trading/investment knowledge and experience. Should we determine that the **Services** are not appropriate for you, we will warn you (this may be done by means of the Additional Risk Disclosure Statement). Should you elect not to provide the requested information, or in the case where you provide insufficient information, we will advise you that your decision will not permit us to assess whether the **Services** are appropriate for you and, consequently, we may also provide the **Services** if and when you submit a specific written request for the **Services** in the format determined by us. If you are classified as a Professional Client or Eligible Counterparty pursuant to paragraph 5 hereof, we will assume that you have the requisite experience and knowledge to understand and appreciate the risks involved in relation to the **Transactions** and **Instruments** for which you are classified as a Professional Client.

3.4 Upon acceptance of your account application, **Tradeview** will open and maintain your **Account** for the purpose of entering into **Contracts**, engaging in **Transactions** and providing such other **Services** as provided for in this **Agreement**.

3.5 We may accept, in our discretion, to open and operate one or more additional **Accounts** if requested in the manner determined by us from time to time. Such additional **Accounts** will be subject to and operated according to the provisions of this **Agreement**.

3.6 You may fund your **Account/s** in accordance with this **Agreement**, and as explained in the **Account** approval notice or on our website.

4. Trading, Services and Limits

4.1 **Tradeview Europe Ltd.** makes available multiple electronic trading platforms and end-to-end systems through which you may communicate, research and/or trade **Instruments** (collectively the "**Services**") through spot contracts, in particular cash-settled spot Forex transactions and spot precious metal transactions, CFDs, futures and equities (individually a "**Transaction**" and collectively the "**Transactions**"). We have direct and/or indirect third party relationships with various liquidity providers, prime brokers, counterparties, market makers, trading principals, depositories, clearing

systems and/or other intermediaries necessary in making the **Services** available to you ("**Service Providers**"). You understand and agree that we may, without notice and in our sole discretion and as we deem appropriate, restrict your use of the **Services** in whole or in part and may place limits on such **Services** made available to you including, but not limited to, refusing to accept and/or transmit an order for its execution. You agree to use the **Services** Only in accordance with the terms and conditions of the **Agreement**. You Acknowledge and agree **Tradeview** may act as an agent or principal, as appropriate, in the **Transactions**, as the case maybe, that are the subject of this **Agreement** and, further, that **Tradeview** and/or its **Service Providers** may deal simultaneously with other clients, parties, principals and counterparties regarding orders placed by and/or received and/or transmitted or executed for and on your behalf and that price quotes provided to you and at which **Transactions** are executed may vary from **Client** to **Client**. You understand and agree that executable prices made available by **Tradeview** in spot Forex pairs, spot precious metals contracts, CFDs, futures contracts and equities are not fixed and will fluctuate based on global market movement. You acknowledge that a **Transaction** may not be able to be executed in whole or in part or executed at a particular price or time and you expressly agree that neither we, nor our affiliates or **Service Providers**, will have any liability with respect thereto. You further understand and agree that **Tradeview** may refuse to accept an order, impose limits on your trading such as position size, number of open positions, margin requirements, leverage, trade size, and specific contracts traded. You further understand and agree that all **Transactions** are cash settled and that **Tradeview** does not offer credit to you for any **Transaction(s)** without a specific written undertaking to that effect.

4.2 You understand and agree that notwithstanding Retail, Professional and/or Eligible Counterparty account classification (see paragraph 5 below) and standard account transactional settings for such classifications, **Tradeview** may adjust your leverage limits, liquidation levels, margin requirements and ticket (trade) sizes as mandated by our regulator (Malta Financial Services Authority "MFSA") in terms of the investment services rules requirements and/or conduct of business rules requirements and license conditions and/or as we deem appropriate from time to time based on, among other factors without exclusion, your trading style, **Instruments** traded, account equity levels, available liquidity and market volatility. We will make commercially reasonable efforts to notify you prior to making such adjustments. For the avoidance of doubt however, we reserve the right to exercise our right to make such adjustments without prior notice when, in our sole judgment, we deem it necessary.

4.3 You understand and agree that orders received by us and transmitted to any of our **Service Providers**, are governed by the terms and conditions of the **Agreement**, as amended from time to time, and all other applicable terms and conditions or contractual arrangements which we may have in place with our **Service Providers** or pursuant to other applicable rules, regulations and laws.

4.4 You understand and agree that **Tradeview** and its **Service Providers** are subject to and dependent upon various forms of third party and global electronic communication systems and technologies and that such forms of communication experience delays, interruptions and failures and that **Tradeview** does not exercise control over these third-party communication and electronic facilities. You acknowledge and agree that neither **Tradeview** nor its affiliates or **Service Providers** have any liability or responsibility for any losses in your **Account** if you are unable to access the **Services** resulting from errors, malfunctions, delays, interruptions, or failure of equipment or any telecommunications service, internet connection, internet service provider or any other third-party software, **Tradeview** software or communications provider or any other failure or problem not attributable directly to **Tradeview's** gross negligence or willful misconduct.

4.5 You further agree that you are responsible for securing and updating your computers, communications systems, operating systems, applications, browsers, third-party application services and such other equipment and software (the "Equipment") you require to access and use the **Services**.

4.6 When receiving and/or transmitting your orders **Tradeview** will act only as your agent and undertake its responsibilities for and on your behalf in line with commercially reasonable standards and neither **Tradeview**, nor any of its affiliates or **Service Providers**, will have any obligation or liability with respect to or assume responsibility for or otherwise guarantee the flawless execution of any **Transaction**. All **Transactions** are undertaken by **Tradeview** and its **Service Providers** are on a best efforts basis. In connection with the receipt of orders and the transmission of orders, you further agree that neither **Tradeview** nor its **Service Providers** will be liable for, and you will not bring any legal action, including an action for negligence, breach of contract, specific performance or otherwise, against **Tradeview** or any of its **Service Providers** demanding damages for the failure of **Tradeview** or any of its **Service Providers** to perform without interruption or otherwise settle a **Contractor** complete a **Transaction**. And in connection with your **Account** and the **Services**, you agree and understand that neither **Tradeview** nor its **Service Providers** are providing investment advice, trading or investment recommendations or any other endorsement and that neither **Tradeview** nor its **Service Providers** are acting in a fiduciary capacity with respect to your **Account**, **Contracts** or the **Transactions**.

5. Client Classification

5.1 You will be classified as a Retail **Client**, Professional **Client** or an Eligible Counterparty, as per **Client** Categorization in terms of MiFID II. Although **Tradeview** offers the same trading facilities and amenities to all client classifications, **Tradeview** retains the right to offer different fees and trading conditions including, but not limited to, restrictions on leverage and trade size to any **Client**. You agree to monitor your **Account** for any restrictions and discuss with **Tradeview** any special requests regarding any restrictions placed on your **Account**.

5.2 Retail **Accounts** receive the highest level of protection in terms of disclosures; Professional **Accounts** are assumed to have higher degree of knowledge regarding the markets and trading and may receive fewer disclosures and an Eligible Counterparty is deemed to be an institutional level **Account**.

5.3 If you are classified as a Professional **Client**, you may request **Tradeview** to re-classify you as a Retail **Client** for a higher level of protection. **Tradeview** has the option, in its discretion, to reclassify you if you provide a written request. If you are re-classified, you will be treated as a Retail **Client**, consistent with and in line with **Tradeview's** internal policy and applicable rules and regulations.

5.4 If you are classified as a Retail **Client**, you may request to be treated as a Professional **Client** ("Elective Professional Client"), as defined in the MFSA rules. As a Professional **Client** you are electing to waive some of the protections to Retail Clients. All such requests must meet the re-classification criteria, as described in Section 2, "**Client Categorization**", of the MFSA Conduct of Business Rulebook. **Tradeview**, in its sole discretion, may grant or deny a request to change **Client** classification. You may contact us at support@tradeview.eu for additional information. Any requests for recategorization are subject to **Tradeview's** discretion.

5.5 Leverage limits are per **Client** Categorization. These limits are applicable as specified by MFSA or other applicable regulations. **Tradeview** may impose temporary leverage restrictions if, in our sole discretion, market conditions or other risk-related considerations, call for such adjustments. All such changes, as well as current leverage limits, shall be duly published on our website www.tradeview.eu. It is your responsibility to inform us of any change in circumstance that could affect your categorization.

6. Security Codes. Third Party Software

6.1 **Tradeview** offers direct access to the OTC spot market for foreign exchange and CFDs, and the global equities and futures market. Depending upon the combination of markets you trade, you will receive different security access codes ("**Security Codes**") for

your account(s) and back office functionality. For OTC foreign exchange accounts, you will access our "Client Cabinet".

6.2 Tradeview will provide you with a login and password (the Security Codes) and you agree to change your password(s) for each account. You may change your password by following Tradeview's instructions for doing so. You agree that you are responsible for maintaining the confidentiality of your Security Codes. By opening an account you are authorizing Tradeview to act on or, as applicable, undertake directions received from any person using the Security Codes and, further, to create new passwords if the original passwords, as applicable, are lost, misplaced or forgotten. You agree that you are responsible for and liable for all orders given and Transactions and Contracts entered into using the Security Codes and that all orders transmitted by your agents or appointed third parties are for the sole risk of your Account and will be binding upon you as if you had placed the order or used the Services or had authorized another to do so on your behalf. In any event, you remain fully liable for the indemnification and payment obligations without limitation set forth in the Agreement.

6.3 You may authorize a third party to act for or on your behalf ("Agent") with respect to the Services and your Accounts by executing a Limited Power of Attorney (LPOA) and providing Tradeview with information and such documentation as we may request. Tradeview is not liable for any act or omission undertaken in reliance upon any instructions reasonably believed by Tradeview to be genuine and to have been given by you or your agent. Tradeview is not liable for any unauthorized directions/instructions or use of the Services or for acting on or giving effect to any such unauthorized instructions or use of the Services and, without prejudice to the foregoing, Tradeview shall not be required to make further inquiry into any instructions given or the apparent authority of any third party. Moreover, we shall have 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 Instructions or on the apparent authority of any such authorized person(s).

6.4 You agree not to use the Services in a manner that negatively impacts or disadvantages other clients or in any way interferes with, disrupts, compromises or damages the Service or that violates any applicable rules, regulations or laws. Further, you agree not to collect or store personal data about other clients or any individual or entity whose assistance benefits Tradeview's delivery of the Services. Tradeview shall remove any information or content that violates any provision governing the use of the Services generally or that, in its sole discretion, is deemed objectionable. You further agree not to interfere with the normal operation of any platform made available to you or any price feed made available to you.

6.5 Tradeview may provide access to one or more third party products or services (collectively, "Additional Services") and Tradeview makes no representation or warranty and expressly disclaims responsibility and liability for the Additional Services you may choose to engage. You understand and agree that if you elect such Additional Services, such Additional Services may be provided pursuant to agreements between you and the Additional Service provider and that you will, in your sole discretion, determine whether the Additional Services are beneficial to you. Tradeview may be compensated from your use of the Additional Services even though it may not necessarily be a party to your agreement with a particular Additional Service Provider. If Tradeview Charges separately for such Additional Services, the costs will be disclosed to you. Tradeview retains the right to cancel, amend, terminate or suspend your access to any or all Additional Services and any collateral arrangements made by Tradeview on your behalf without notice.

7. Representations and Warranties

You make the following representations and warranties to Tradeview now and on a going forward basis:

(i) You have the legal capacity and authority to enter into this Agreement; you have obtained all necessary authorizations to execute the Agreement; and all your Transactions and your use of the Service does not and will not violate any applicable rule, regulation, statute, regulation, charter, policy, operating agreement, partnership agreement for corporate by law.

(ii) If you are a non-natural person (such as a corporation or partnership) your authorized signatory warrants that you are a validly existing entity in good standing in your jurisdiction and that all necessary approvals and actions have been taken by the entity with regard to opening an account and any Transactions entered into by or for and on behalf of the entity.

(iii) If you are executing this Agreement for or on behalf of the Client as an authorized person (such as a corporate officer or Director) or are performing any obligations or exercising any rights granted to the Client in the Agreement, you represent and warrant that the Client has granted you the authority to do so.

(iv) You grant us a security interest in the Account, the cash, cash equivalents and any other form of equity held in the Account and you agree that you will not grant to any third party, any natural or non-natural person without Tradeview's written consent, a security interest in the Account, the cash, cash equivalents and any other form of equity held in the Account. In Connection With the security interest granted to Tradeview, you agree to execute such other documents and take such other actions as may be requested by Tradeview to protect Tradeview's interest and/or the interest of any Service Provider. Tradeview may use in connection with the Transactions contemplated in this Agreement. Further, you agree to provide written notice to us if any order by any Court has been made in connection with your Capital and Tradeview will indicate the same in its books and records.

(v) In connection with using the Services, you as the Client or as the authorized representative executing the Agreement for and on behalf of the Client, confirm that you have read, agree to and understand the terms and conditions of the Agreement and understand the risks of trading and the warnings set forth in Tradeview's risk disclosure statement, trading rules and regulations, best execution policy, conflict of interests and all other appendices, amendments and additions to this Agreement and, further, that by executing a Transaction on any platform or interface made available to you that you will be deemed to have read, understood and agreed to the terms and conditions of the Agreement. You also represent to Tradeview that you have a working knowledge of the platforms' functionality for trading CFDs, Spot Forex and/or precious metals, equities and futures, as applicable, and have had the opportunity to ask questions about the platforms and other operations involved in trading and have engaged in simulated trading through a demo account made available by Tradeview.

(vi) By executing the Agreement, you warrant that all information and documents, including but not limited to financial information, regulatory status, registration requirements, legal compliance and good standing you provided to Tradeview and the representations you made to Tradeview in connection with opening your Account are true and accurate as of the date of execution (the "Account Information"). You agree to advise Tradeview immediately of any changes to the Account Information. You understand and agree that Tradeview is entitled to rely on the Account Information and has done so in agreeing to open your Account. You also authorize Tradeview to use the data bases it selects in order to confirm your Account Information and that Tradeview may, if requested to do so, provide a government regulatory agency or other entity of equal standing and competence with information and data relating to your Account Information and the Services you use. You agree that Tradeview does not provide you with any tax or investment advice.

8. Capital, Margin, Exposure and Transfer

8.1 Your capital will be held per MFSA regulations. Your capital **Tradeview** ("Capital") will be credited to the appropriate **Tradeview** segregated client custody account in one or more qualifying financial institutions in the EU/EEA or in a qualifying financial institution a third country ("**Client Custody Account**"). **Tradeview** will not be liable in the event of default by a bank, agent, broker or other entity with whom your Capital is held. Your Capital is segregated from **Tradeview's** own funds and is not carried on our balance sheet as an asset. For the purpose of the **Services**, **Tradeview** will transfer and deposit the appropriate level of Capital needed to execute and margin **Transactions** from its **Client Custody Account(s)** to one or more omnibus accounts maintained with a **Service Provider** for trading purposes (each a "**Trading Account**"). For the avoidance of any doubt, the amount of Capital wire transferred to, deposited with, or held by a **Tradeview** **Service Provider** as margin collateral or otherwise, will not be considered to be held by or under the control of **Tradeview**. You authorize **Tradeview** to transfer such Capital as is necessary to margin your open positions at all times. You understand that you will not be paid interest on free cash balances in Your **Account** or on funds committed to margin open positions.

8.2 **Tradeview** will maintain records and accounts of your Capital held under our control. Our records will separately identify you and will indicate that your Capital is separate and distinct from **Tradeview's** own funds and from that of other **Tradeview** clients.

8.3 Without prejudice to **Tradeview's** liability for its own willfully negligent acts or omissions, you agree that **Tradeview** will not be liable for any loss or prejudice you experience as a result of the acts, omissions or insolvency of **Service Providers**. You acknowledge that you may have to enforce your rights against such persons directly. In connection with the use of our **Service Providers**, you acknowledge that your capital may be exposed to operational, legal, credit, counterparty, sovereign or systemic risk and if such risk is realized your Capital may be lost or become unavailable and you expressly hold us harmless and indemnify us against such loss or unavailability.

8.4 **Tradeview**, without further notice to you, shall be entitled to sell or otherwise liquidate assets in your **Account** and apply the proceeds either in discharge or reduction of any of your obligations, including those held jointly in a separate account, in relation to transactions that result in a debit in your **Account**.

9. Trading

You authorize **Tradeview** to receive and transmit your orders or to act as your counterparty.

9.1 **Tradeview** is authorized to receive and transmit on your behalf and for your risk any order we receive from you or your authorized agent (the "Instructions") or to execute orders directly for your risk via a platform we make available to you or orally over the telephone in accordance with applicable emergency verbal trading rules set forth in the Trading Rules and Regulations. You accept full responsibility for all orders we receive and transmit pursuant to the Instructions and fully indemnify and hold us harmless against any loss you may incur in the event your **Account Security Codes** are compromised through no direct fault of **Tradeview**.

• Pricing Information

9.2 **Tradeview** will make available to you executable prices at which you may buy or sell **Contracts**. The prices shown to you may not represent prevailing bid and ask prices in the global interbank market. Further, even though **Tradeview** anticipates making available continuous prices during market hours, price feeds may be interrupted, delayed or not streamed because of technology failures, communication delays, interruptions and breakdowns, lack of liquidity, extreme market volatility and other

issues. We do not warrant that executable prices and liquidity will be available on a continuous basis either electronically, via the telephone or by any other means of communication.

• Transmission, Receipt, Execution, Improper orders - Agency relationship

9.3 For the avoidance of doubt, when receiving and transmitting orders **Tradeview** may be dealing as your agent or as a principal. You agree that **Tradeview** is not liable for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the reasonable control of **Tradeview**, including, without limitation, loss or damage resulting, directly or indirectly, from delays or inaccuracies in the transmission of orders and/or information due to a breakdown or fault or failure of any transmission or communication facilities or software interfaces and/or hardware systems. You agree that all orders, without limitation, and instructions transmitted and accepted by **Tradeview**, are accepted and undertaken on a "best efforts basis". You Acknowledge and agree that if as a result of market conditions or other circumstances, **Tradeview** and/or the **Service Providers** are unable to respectively transmit and/or execute your order at market or a specified level that neither we nor the **Service Providers** will bear any liability for failure to execute such orders. Orders placed over a weekend or holiday period when **Tradeview** is closed will be executed by the **Service Providers** on a "best-efforts basis" when the market opens. You further understand and agree that execution may not be immediate or at the price dictated by the opening level due to imbalances in orders, market conditions, market liquidity, gaps or other circumstances. **Tradeview** shall have no responsibility or liability for delays in the transmission of orders due to disruption, market conditions, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including professional's fees, to any person or entity as a result thereof.

9.4 **Tradeview** undertakes to get the best possible result for you in all your **Transactions**, taking into consideration all matters relevant to and affecting execution, pursuant to MFSA best execution regulations. However, if received, we will transmit your order based on your specific instructions. You acknowledge that your specific instructions may prevent **Tradeview** from following the protocols designed to secure for you via the **Service Providers** the best execution in terms of price, fees, time of execution, execution venue, and partial execution fills or other operational parameters that may affect the execution of your specific order. Your Order may be aggregated with other client orders and that may negatively affect the execution of your order. You agree that neither **Tradeview** nor the **Service Providers** are liable for any negative effect on such order.

9.5 To the extent that there are direct or indirect fees, costs, charges or other expenses incurred that are necessary in order for us to provide the **Services**, you will be responsible for them. **Tradeview** may at its election charge for incidental banking fees we incur such as wire transfers for deposits/withdrawals. You agree to promptly reimburse us for any such expenses and you hereby irrevocably and unconditionally authorize us to withdraw any reimbursements payable and due to us or a **Service Provider** from your Capital and to perform such acts as may be required in order to ensure such deductions or withdrawals can be affected. All such deductions will appear on your **Account** statement. We may, should we choose to, waive any or all of these charges from time to time.

9.6 If you suspect that someone other than you or your authorized agent has traded on your **Account** you agree to notify **Tradeview** immediately at compliance@tradeview.eu. You agree that, regardless of whether a **Transaction** was unauthorized, you are bound by all **Transactions** executed in your **Account** and that such **Transactions** may not be rescinded. Further, you agree that **Tradeview** and the **Service Providers** may rely on, and enforce the terms of, all contracts or **Transactions** and are under no duty to verify whether orders are authorized. Neither **Tradeview** nor the **Service Providers** shall have liability for unauthorized orders executed for your **Account**. In line with your

agreement that neither **Tradeview** nor the **Service Providers** shall have liability for such unauthorized orders and **Transactions**, you agree to diligently monitor your **Account** for correctness and accuracy and to immediately report issues you believe are inaccurate.

10. Potential Conflicts

Conflicts of interest between you and us (including our directors, officers, managers, employees and any affiliates) and/or between you and other **Tradeview** clients may arise from time to time in connection with the **Services**. These conflicts may arise from our relationships with **Service Providers** or other third parties we use to provide the **Services** or with Introducing Brokers. **Tradeview** will take every commercially reasonable step to comport itself in line with applicable regulations and to prevent conflicts of interest from negatively affecting your interest. If we identify a conflict of interest with you we will take measures to keep such conflict from negatively affecting your interest and when identified, such conflicts will be disclosed to you prior to our taking actions that might negatively affect you.

For further details, please refer to ANNEX IV of this **Agreement** – "Managing Conflicts of Interest" or feel free to contact our compliance department at compliance@tradeview.eu.

11. Margin Requirements

You understand and agree that you are responsible for properly margining your open positions and that **Tradeview** is not required to and will not make a margin call on you if your margin approaches the liquidation level. You agree that you have read and understood the liquidation policies relating to the platforms you are using and for the markets in which you are trading. Please see the specific reference to Liquidation Level applicable to your platform on our website. You also understand and agree that **Tradeview** has the right, but not the obligation, to liquidate all open positions in your **Account** if the **Account** is not adequately margin. **Tradeview** also has the right, but not the obligation, in its sole determination, to liquidate positions beginning with the largest losing position and moving to the position with the smallest unrealized loss, in an effort to bring your remaining positions into fully margined status. In this regard, a course of dealing regarding liquidation is not a guarantee that **Tradeview** will use the same determining factors regarding under margined positions in the future. Further, **Tradeview** may change margin requirements and/or available leverage and liquidate all open positions when your margin is inadequate as a result of such change. Should **Tradeview** make a margin call to you as a courtesy, you agree that such a courtesy call does not constitute a waiver of **Tradeview's** right to immediately liquidate all open positions in under margined accounts or prejudice its rights in that regard or establish a course of dealing that mandates such courtesy calls will be made in the future. You understand and agree that you will monitor the margin level in your account and if you have questions regarding margin levels and how they affect your account that you will contact **Tradeview** prior to trading.

12. Expenses/Fees and Liquidations

12.1 You acknowledge that **Tradeview** has a right to retain an amount of your Capital equal to the amount due and unpaid and to apply that amount to the amount due and owing in the event that there are outstanding and unpaid expenses or other fees due to **Tradeview** from you. Further, in our sole discretion, **Tradeview** may refuse to accept or execute an order or to transfer, realize, dispose of or refuse to repay your Capital or take any other action with regard to your Capital without first applying a portion of your Capital Equal to the amount you owe **Tradeview**. **Tradeview** will advise you on the steps it will take, but a failure or delay in notifying you does not prejudice **Tradeview's** right to retain such portion of your Capital as is due to it. **Tradeview** is not liable for any loss or prejudice suffered as a result the exercise its rights.

12.2 You agree that if you become insolvent, are put into receivership, die, your accounts the subject of an attachment order or other similar accommodation

with creditors, you materially breach the **Agreement**, you fail to provide necessary documents, the **Services** are declared illegal, your **Account** is under margined or **Tradeview** in its sole discretion believes that your activity exposes **Tradeview** or its Service Provider(s) to extraordinary risk that **Tradeview** may immediately liquidate all open positions, cancel all open orders, disable your trading interface and net out and apply to its own funds account any and all out standing and unpaid obligations prior to disbursing funds to you or as directed by a competent authority. You agree that you remain liable for outstanding unpaid obligations to **Tradeview** and that **Tradeview** may charge interest on such outstanding obligations in accordance with applicable regulations.

13. Swap Rates on Position Rolls

You agree that absent an agreement to the contrary, **Tradeview** will roll all open positions on a mark-to-market daily basis and that the carry forward swap point credits and/or debits will be applied. You agree that you understand the daily roll process. Details of our commission rates and financing fees are made available to you on our website.

14. Fees, Commissions and Introducing Brokers

You acknowledge that **Tradeview** may be entitled to fees, commissions, and/or other direct non-monetary benefits from third parties in connection with the **Services** designed to enhance the quality of the **Service(s)** we provide at no cost or on a disclosed cost basis. You may contact us regarding these arrangements for further information. Further, if **Tradeview** has agreements with Introducing Brokers, Trading Agents and other Referring Agents ("Agents") who refer clients to us and **Tradeview** may pay a rebate or commission to these Agents. The amount of such payment depends on a variety of factors negotiated by **Tradeview** with these Agents. You agree that **Tradeview** may participate in any commission charged to your account. If your **Account** was introduced to **Tradeview** you acknowledge that **Tradeview** may compensate your Introducing Broker, Trading Agent or other Referring Agent for the introduction. The amount of commissions and/or rebates paid to or charged by your Introducing Broker, Trading Agent or other Referring Agent as well as any mark up on the bid/offer spread paid to your Introducing Broker, Trading Agent or other Referring Agent, if any, is available upon request. You agree that **Tradeview** may participate in such mark ups as applicable. You further agree that for the purposes of the introduction the Introducing Broker, Trading Agent or other Referring Agent is acting as your agent to us and not as our agent to you.

15. Agents

Tradeview does not supervise the activities of referring agents and assumes no liability for any representations made by these agents. **Tradeview** and referring agents are separate and independent entities and are functioning as your agent and are not **Tradeview's** agents. The agreement between us and a referral agent does not constitute a joint venture, employment contract or partnership and a referring agent is neither an employee nor a representative of **Tradeview**.

15.1 **Tradeview** does not control and will not endorse or vouch for the accuracy or completeness of information or advice you may receive from an Agent or from any other person not employed by **Tradeview** regarding the risks associated with trading precious metals, foreign currency, CFDs, futures or equities.

15.2 **Tradeview** has provided risk disclosure information to you when you opened your accounts. You agree and confirm that you have read and carefully considered this risk disclosure information, and you have not relied on nor will you rely on any information to the contrary from any other source.

15.3 As a **Party** to this **Agreement** and its related terms you acknowledge and agree that no promises have been made by **Tradeview** or any individual associated

with **Tradeview** regarding future investment and/or trading returns they may or may not make. Every endeavor is made through our risk disclosures to ensure that you acknowledge that trading in derivative financial instruments carries a high degree of risk and a high risk of monetary loss and by executing a trade in any market you confirm that you understand and accept the risk of loss in trading.

15.4 If a referring Agent or any other third party provides you with information or advice regarding trading, **Tradeview** shall in no way be liable for any loss resulting from your use of such information or advice.

15.5 In so far as you have previously been led to believe or at any time believe that using any third-party trading system, course, program, research or recommendations provided by a referring Agent or any other third party will result in trading profits, you hereby acknowledge, agree and understand that all trading, including trading done via a system, course, program, research or recommendation of a referring Agent or another third party involves a substantial risk of loss. In addition, you hereby acknowledge, agree and understand that the use of a trading system, course, program, research or recommendation of a referring Agent or another third party will not necessarily result in profits, avoid losses or limit losses.

15.6 You understand that a referring Agent and many third-party vendors of trading systems, courses, programs, research or recommendations are not regulated by a government agency.

15.7 You understand and acknowledge that **Tradeview** may compensate your Agents for referring you to **Tradeview** and that you have the right to be informed of the precise nature of such compensation.

15.8 **Tradeview** does not endorse or vouch for the services provided by your Agents. Since the Referring Agent is not an employee or agent of **Tradeview**, it is your responsibility to perform all due diligence on any Agent prior to using their services.

15.9 You understand and agree that if your account with **Tradeview** is referred by a referring Agent that the Agent may be provided access to certain of your personal information as well as certain information concerning your trading activity.

15.10 You understand and agree that no Agent shall have the right to enter into any trades on your behalf or for your risk unless specifically authorized to do so via a limited power of attorney granting the Agent authority to make trading decisions for your account.

16. Account Statements, Trade Confirmations and Errors

Trade confirmations will be made online as the trades are executed and will be posted in the reporting information available on your trading platform. Should you make offline trades (trades executed over the telephone) they will be reflected in your **Account** information available on the trading interface as well as via the client cabinet, prop reports or the reporting facility on such trading platforms as you may use. **Tradeview** will send you a daily email on the day's trading activity, unless you opt not to receive one. Reports and all information available on all platforms and client portals shall be deemed accurate and correct and will be conclusive and binding on you if you do not object immediately by email upon receipt or posting. **Tradeview** reserves the right to change confirmed rates, prices or trade details of executed and confirmed trades if **Tradeview** determines that the electronic or verbal price or details from that trade were executed, confirmed or posted in error. Trade corrections shall be conclusive and binding unless objected to immediately by telephone or email. All objections must be sent by email to support@tradeview.eu. Failure to object will be deemed to be a ratification of all actions taken by **Tradeview** and/or the **Service Providers**. Trades executed online will be confirmed online at the time of the trade or as soon as reasonably possible thereafter, and trades entered into by telephone will be confirmed verbally and online by the end of the business day or as soon as is reasonably possible. Pending orders

or trades executed when you are not online will be posted when you log in on your platform. These trades will also be posted in the client portal.

IMPORTANTLY, if you do not receive a trade confirmation you are NOT relieved of the obligation to object as set out above. You acknowledge and agree that oral information provided by Tradeview regarding confirmations of trades and statements of Account may be unverified and incomplete due to delays in transmission, timing or other factors beyond Tradeview's reasonable commercial control. If you rely on oral information you do so at your risk and you agree to immediately advise us in writing if your belief is inconsistent with ours. You also agree that Tradeview may, on its own, correct any error or omission it discovers and that any error so corrected whether resulting in a profit or loss will be credited or debited in such manner and extent to put your Account in the same position it would have been if no error had occurred.

17. Communications

17.1 All of our official communications and documentation (including account statements), for all purposes, will be in written English, or such other language(s) as may be accepted by **Tradeview**, at our discretion. Any translated documents from the English original provided to you are deemed to be courtesy copies and are not official documents. English language documents are the official documents for all purposes. You agree that all written communications may be provided to you via the trading interface, the client portals or via email. Communications via email will be sent to the email address you provided in connection with opening your account or such other email address as you have provided to us and for which you received an acknowledgment from us.

17.2 Notices to **Tradeview** must be in writing and must be served by hand or by prepaid post, worldwide courier, or electronic mail to the following physical address, email address or number. Communications sent by the **Client** shall not be deemed effective until received by **Tradeview**. The email address below is a general email address and should not be used in those instances where a specific email address is otherwise provided for in this **Agreement**.

Tradeview Europe Ltd.
Suite 3, 6th Floor, Airways House, High Street,
Sliema SLM1549, Malta (Europe).

Email: support@tradeview.eu

Our notices to you will be written and will be sent to the postal address or email address you specified in your **Account** opening documentation or to an alternative or to a different address that you provided to **Tradeview**. Notices sent to you by prepaid post will be deemed to have been received five (5) days after mailing and evidence that the notice was properly addressed stamped and put into the post will be conclusive evidence of posting. Notices sent by electronic mail or delivered by hand will be deemed to have been received on the date on which the notice was sent or delivered.

Your failure to receive a notice will not invalidate such notice.

18. Complaints and Disputes

Tradeview takes all client complaints seriously and makes a concerted effort to respond to and resolve them in a timely manner. If you have a complaint you may notify us in writing via mail or e-mail at compliance@tradeview.eu. For further information, you need to refer to the Complaints Procedure section which is available

on [tradeview.eu](https://www.tradeview.eu) website (<https://www.tradeview.eu/assets/documents/Complaints%20Procedure.pdf>). Using email to notify us of a complaint is the most efficient method for our compliance department to respond. If you are dissatisfied with our **Services**, please notify our Compliance Officer. We will make every effort to resolve the matter in the most expedient manner. The Compliance Officer will acknowledge the receipt of your complaint in writing within 48 hours and will tell you how the **Company** intends to respond to your complaint. If your complaint was conveyed by phone or via social media, we will, try on a best efforts basis to acknowledge the receipt of and our understanding of your concerns in writing, thereby enabling you to confirm and/or correct our acknowledgment should it be required. **Tradeview** will provide a response by no later than 15 working days. Where we are not able to provide a response within the above period we shall inform you in advance and provide you with the reasons relating to the day and when you expect to receive a response. However, it is your responsibility to notify us in writing of all complaints. If our proposed resolution of your complaint is not satisfactory, including if you believe, that your complaint has not been addressed properly, you may lodge an official complaint in writing with The Office of the Arbitrer for Financial Services at the following address:

The Office of the Arbitrer for Financial Services
Notre Dame Ditch, Il-Furiana, Malta
<https://www.financialarbiter.org.mt/>

19. Liability Limitations and Indemnification

19.1 You agree that **Tradeview**, without limitation, will not be liable for any loss, damage, action, proceedings, claims, expenses, costs or liabilities that you may incur or which are made against you that arise out of, touch upon or are in connection with the **Services**, or any order, Contract, **Transaction** or execution except and only to the extent that the same arise from fraud, willful default, gross negligence, including our unjustifiable failure to perform all or part of our obligations set forth in the **Agreement**, our license or applicable rule, regulation or law.

19.2 Without prejudice to and notwithstanding any other provision in this **Agreement**, you agree that, without limitation, **Tradeview** will not be liable for any loss, damage, action, proceedings, claims, expenses, costs or other liabilities whatsoever which you may suffer or incur arising from any act or omission or the insolvency of any third party (including any Service Provider).

19.3 You agree to indemnify and hold harmless **Tradeview**, its officers, employees, directors, shareholders and agents from and against any loss, action, proceeding, claim, damage, expense, cost or other liability whatsoever incurred or suffered by or made against **Tradeview** and/or any of our officers, employees, directors, shareholders and agents at any time (both before and after termination of this **Agreement**) that arises, directly or indirectly, from our control over or possession of your Capital and/or in connection with providing the **Services**, or handling any order; receiving/transmitting for execution any **Transaction** or facilitating any Contract, including any loss, claim, expense, cost, damage or other liability that arises directly or indirectly as a result of our acting upon your order, instruction and/or directive or upon the order, instruction and/or directive we reasonably believe came from you, or your breach of the representations and warranties contained set forth in this **Agreement**, except and only to the extent that the same arises from our fraud, willful default, willful negligence, including our unjustified failure to perform all or part of our obligations set forth in the **Agreement**, our license or applicable rule, regulation or law.

19.4 You agree that we will not be liable for any loss of or damage or for any failure to execute our obligations hereunder the loss, damage or failure is caused, directly or indirectly, by a force majeure, without limitation, such as the act of any sovereign power or other competent authority (including, exchange controls, forfeitures, nationalizations, devaluations), civil commotion, rebellion, war, storm, fire, natural disasters, acts of God, international intervention, 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, whether belonging to us, to you or otherwise or of any market or settlement or clearing system, or other cause whether similar or not, outside of our reasonable commercial control and which makes it practically impossible for us to comply with our obligations.

19.5 The provisions of this clause 19 shall survive the termination of this **Agreement** for any reason whatsoever.

20. Advisory and Market Information

20.1 You agree that market advisory and/or market information we or an Agent provides to you, if any, does not constitute our investment advice or an offer to buy/sell any Contract or undertake any **Transaction** in OTC spot foreign exchange, CFDs, futures, equities or other permitted instruments.

20.2 Further, you acknowledge that although such advisory or informational communications are based on data we believe to be reliable, such data may be incomplete and unverified and we make no representation, warranty or guarantee as to its accuracy or completeness and we accept no liability with respect to the data. Further, you acknowledge that if you authorize a third party to trade your **Account** that **Tradeview** has no responsibility to review your choice or make any recommendations with respect thereto.

20.3 You agree to notify **Tradeview** immediately in writing if anyone makes any representations concerning your **Account** that differs from the reports and/or statements we make available to you and that you will immediately notify us in writing concerning all disputed **Transactions**. You indemnify and hold us harmless from and against all damage, loss or liability resulting from your failure to immediately notify us regarding disputed trades or differences in reports.

21. Intellectual Property and Confidentiality

You agree that **Tradeview** and/or its **Service Providers** own and shall retain all right, title and interest in and to the **Services**, all components thereof, including without limitation all related applications, all application programming interfaces, user interface designs, software and source code and any and all intellectual property rights therein, including, without limitation all registered or unregistered, as applicable (a) copyright, (b) trade mark, (c) service mark, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable or protection by patent or registration, (j) rights in commercial information or technical information, including know-how, research and development data and manufacturing methods, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the **Services**, websites, trading interfaces and all other related proprietary rights of **Tradeview** and/or its **Service Providers** and/or any of their affiliates, together with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing (the "Proprietary Information"). You also acknowledge and agree that the Proprietary Information is the exclusive, valuable and confidential property of **Tradeview** and/or its **Service Providers** and that you will not reverse engineer, manipulate, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, create derivative works based on or otherwise modify or manipulate, in any manner, all or any part of the **Services** or the trading interfaces or other Proprietary Information. Moreover, you agree to keep the Proprietary Information confidential and not to transfer, rent, lease, loan, sell or distribute, directly or indirectly, all or any portion of the **Services** or any Proprietary Information to any third party without our prior written consent.

22. Joint Accounts and Legal Entity Accounts

22.1 If more than one (1) natural person enters the **Agreement**, all such natural persons agree to be jointly and severally liable for the obligations assumed in this **Agreement**.

22.2 If this **Agreement** is entered into on behalf of a corporation, limited liability company, trust, partnership, unincorporated association or other non-natural person as the **Client**, you as the authorized agent and the **Client** hereby agree to jointly and severally indemnify, defend, save and hold us harmless for any losses, claims, costs, damages and expenses resulting directly or indirectly from breach of any fiduciary or similar duty or alleged breach thereof.

22.3 If the **Account(s)** is held by more than one (1) person, natural or non-natural, all of the joint holders are jointly and severally liable to us for any and all obligations arising out of **Transactions** in the **Account** and agree to be bound by all terms and conditions of this **Agreement**. You authorize us to accept Instructions without enquiry, and to send confirmations, notifications, documents and other information to any one (1) of the joint holders. Each joint **Account** holder hereby further appoints the other joint holders as agent for any and all matters relating to or arising out of the joint **Account**, including but not limited to the receipt of confirmations, notifications, documents and other information and hereby waives all rights to receive the same otherwise. Any one (1) or more of the joint holders has full authority for the joint account and risk in the joint **Account**, including authority to: (i) trade for the **Account**; (ii) receive all correspondence, notices, documents and other information in respect of the **Services**; (iii) receive or withdraw funds from the **Account**; and (iv) execute **Agreements** and other documents relating to the **Services** and thereby bind the joint **Account** holders. In the event of the death of any of the joint **Account** holders, the survivor(s) shall immediately give us written notice thereof, and we, before or after receiving such notice, may, in our discretion, take such action, institute such proceedings, require such documentation, retain such portion of the **Account**, and restrict transactions in the **Account** as we deem appropriate to protect us against any tax, liability, penalty, or loss under any present or future laws or otherwise, or liquidate the **Account** or accept the Instructions of the survivor, or a majority of the survivors, as the case may be, as to its continuance and as to the respective interests of the participants therein. The estate(s) of a deceased joint **Account** holder shall be liable, and the survivor(s) shall continue to be liable, to **Tradeview** for any debit balance in the **Account** in any way resulting from orders, **Transactions** or **Contracts** initiated prior to our having been notified of the death of the particular **Account** holder, or incurred in the liquidation of the **Account**, or the adjustment of the interests of the respective **Parties**.

22.4 For the avoidance of doubt, you are, without limitation, liable for the payment of any deficit balance in your **Account** upon demand regardless of any actions you take or that we take pursuant to the **Agreement**. If there is a debit in any of your **Accounts** for the payment of all your liabilities, you shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities including interest on any such deficit and liabilities at the maximum rate permitted by Maltese law. Should an action to collect or to enforce payment be required, you agree to pay all costs associated with such action in whatever jurisdiction such action may properly lay including all costs of enforcement and collection including reasonable attorney and other professional fees, travel and other expenses.

23. Data Protection and Confidentiality

For the purposes of this Clause, "General Data Protection Regulation" (GDPR) means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016; "Data Protection Act" means the Data Protection Act (Chapter 440 of the Laws of Malta), as may be amended or replaced from time to time, and includes any subsidiary legislation and any related guidance provided by the Information and Data Protection Commissioner or any other competent authority. The words and expressions

"controller", "data subject", "personal data", "representative", "processing", "processor" and "third party" have the same meaning as is assigned to them by article 2 of the Data Protection Act and Article 4 of GDPR.

23.1 Your personal data is kept and handled in accordance with the General Data Protection Regulation's principles and conditions. To the extent that we process any information, as a controller, we will undertake all efforts to process your personal data in line with the provisions of GDPR and the Data Protection Act, in the manner and for the purposes indicated in this paragraph and as we may disclose on our Website or otherwise notify you from time to time. By entering into this **Agreement** you consent for us to store and process the personal data you provide us with upon registering for an account, and while continuously using our **Services** thereafter. This includes data which may be considered sensitive. We will process as much personal data as necessary to provide the **Services** and as we may be obligated to or authorized to pursuant to applicable regulations, including but not limited to compliance with our Standard License Conditions and with applicable prevention of money laundering and funding of terrorism legislation. In line with our obligations, you agree that we may record telephone conversations, and/or electronic communications and maintain records of all **Services** and **Transactions**. You agree that we may use such recordings or transcripts thereof in any forum as evidence.

23.2 You agree that, in the course of providing you with the **Services**, **Tradeview** may need to disclose some or all of your personal data, whether sensitive or otherwise, to and be processed by persons we authorize, including employees, investment institutions, Agents and their or our duly authorized agents and affiliates wherever located. Personal data may also be disclosed to and processed by third parties, including **Service Providers**, governmental or regulatory bodies and tax authorities wherever located. All such data sharing shall be made subject to such confidentiality and data protection obligations as shall be considered necessary by **Tradeview** in order to comply with our obligations under this **Agreement** and for the purpose of providing the **Services** and/or to any regulatory or public authorities to comply with its regulatory or other obligations. We will not lend or sell your information to third parties.

We shall take all reasonable steps to keep your information safe. However, internet communication, including email, is not secure and therefore we do not accept responsibility for unauthorized access by a third party or for the loss, theft or modification of data while it is being transmitted to us by email.

23.3 You are hereby giving your explicit consent to us collecting, maintaining, processing, using and disclosing personal information about you and provided by you as, whether sensitive or otherwise, described in this clause and in **Tradeview's** Privacy Policy.

23.4 With your consent, we may use your personal data to provide you with information about additional **Services**. Should you not wish to receive notice of such additional **Services**, please send a notice to us at support@tradeview.eu.

23.5 If you would like to obtain more information on how your personal data is processed and/or wish to exercise any of the rights provided in Chapter III of the GDPR, please contact us at compliance@tradeview.eu.

For further details, please refer to **Tradeview Privacy Policy** published on our website www.tradeview.eu.

24. Prevention of Money Laundering and Funding of Terrorism

24.1 You understand and acknowledge that **Tradeview** complies with the provisions of the Prevention of Money Laundering Act (Chapter 373 of the Laws of Malta) including the Prevention of Money Laundering and Funding of Terrorism Regulations, 2008 (Subsidiary Legislation 373.01) and the regulations promulgated under the Act. If we

have a suspicion that you have violated the Money Laundering Act we are required to notify the proper authorities. Among other steps that might be taken, we could be required to freeze your **Account(s)**. If requested, you agree to provide us with documents and such other information as we may require to ensure our continued compliance with all applicable rules, regulations and laws. Should there be material updates, corrections or changes to the information you provide to us in connection with opening and maintaining your **Account**, you agree to notify us immediately of such changes. If you are in doubt as to whether a change is material, you agree to contact us for clarification.

24.2 You hereby confirm that your Capital was not directly or indirectly derived from, or otherwise related to, criminal activities or other activities that contravene any international, national or local Anti-Money Laundering and Countering of Terrorism legislation. You confirm that the source of your Capital does not: contravene United States federal, state or international laws and regulations, including anti-money laundering laws and sanctions regulations of the Office of Foreign Assets Control; or fall within Section 340(11) of the Proceeds of Crime Act 2002, as promulgated under the laws of England, or that would be an offence under Section 18 of the Terrorism Act 2000, as promulgated under the laws of England; or emanate from a foreign bank operating under an offshore banking license, which prohibits such person or entity from conducting banking activities with the citizens of, or with the local currency of, the country which issued the license; or emanate from a foreign shell bank as defined in the regulations implementing Section 313 and Section 319 of the USA Patriot Act; or (vi) a "senior foreign political figure" as such term is defined in the regulations implementing Section 312 of the USA Patriot Act.

24.3 You confirm: that you are not resident in a country, territory, or an individual or entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control or are otherwise subject to any restrictions, prohibitions or licensing requirements set forth under any sanctions regulations promulgated by the Office of Foreign Assets Control; and that you are not resident in, or organized or chartered under, the laws of a jurisdiction that has been designated, or has itself been designated, by the Secretary of the Treasury under Section 311 of the USA Patriot Act as warranting special measures due to money laundering concerns; and unless you have indicated on your **Account Opening Form**, you warrant to **Tradeview** that you are not a Politically Exposed Person ("PEP"), nor are you an immediate family member of a Politically Exposed Person or a close associate of a Politically Exposed Person. You agree to notify us if your status in this regard changes.

25. Law and Jurisdiction

This **Agreement** shall be governed by and construed in accordance with the laws of Malta without regard to its conflicts of laws provisions. You hereby submit to the exclusive jurisdiction of the Courts of Malta, including but not limited to cases where you are domiciled or resident outside Malta and agree not to bring any action based on a forum non conveniens rationale. However, without prejudice to and notwithstanding the foregoing, **Tradeview** reserves the right to file an action in the jurisdiction where you reside or are domiciled before any competent court, in which case Maltese law (without giving effect to conflict of laws provisions) will still apply without regard to the jurisdiction's conflict of laws provisions.

26. Risk Disclosures

By signing this **Agreement** you acknowledge receipt of the following risk disclosures:

- **Risk Disclaimer**

You acknowledge that trading derivative financial instruments, including foreign exchange, futures, options, contracts for differences and commodities carry a substantial potential risk of loss and you understand the risks involved and that you are willing to undertake this risk. You further confirm your understanding that the value of these financial instruments is influenced by the price changes of their underlying

reference instruments, that these prices may fluctuate both rapidly and widely, that such factors can be neither predicted nor controlled by any party, and that leverage or "gearing" will disproportionately impact the results of any such transactions. Losses can therefore quickly compound. You will be responsible to ensure your account has sufficient margin to sustain your trading activity. If you are classified by us as a **Retail Client**, you will henceforth be subject to an ESMA-mandated close out rule on loss making positions when your minimum required margin level decreases to 50%. As a **Retail Client** you will however be protected by **Tradeview Europe Ltd.** from incurring a negative balance in your trading account.

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money. A majority of retail investor accounts trading **Contracts** for Differences lose money.

- **Retail Investors in Spain and Belgium**

Due to the complexity and risk associated with trading CFDs, FSMA believes that they are not appropriate for retail investors (<https://www.fsma.be>).

Due to the complexity and risk associated with trading CFDs, CNMV believes that they are not appropriate for retail investors (<https://www.cnmv.es>).

- **Advisory Disclaimer**

Tradeview Europe Ltd. offers references to third party information providers as a service to the trading public. Unless specifically expressed, **Tradeview Europe Ltd.** does not endorse the methodologies, ideas, opinions or recommendations of these third parties. We encourage all traders to carefully review and analyze the third party offerings and claims. Do not accept as fact unexamined assertions or claims. Claims of success or profitability should always be supported by live trading results, not demo account results or compilations of "signals". Past performance is no guarantee of future success and you should be critical and demanding when reading all promotional offerings made by advisors, traders, bloggers, money managers and third party system vendors. All materials offered to the trading public on our website are offered as general market commentary, are not an offer to trade in any market and do not constitute investment or trading advice. **Tradeview Europe Ltd.** expressly disclaims any liability, without limitation, for any losses that arise directly or indirectly from the use of or reliance upon information provided to the trading public on our website.

27. Miscellaneous

27.1 No failure on the part of any **Party** to exercise, and no delay on its part in exercising any right or remedy under this **Agreement** will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this **Agreement** are cumulative and not exclusive of any rights or remedies provided by law.

27.2 The illegality, invalidity or unenforceability of any provision of this **Agreement** under the law of any jurisdiction will not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

27.3 Except to the extent that Maltese law admits variation by contract and are so varied by the terms of this **Agreement**, the powers, duties, rights and obligations of the **Parties** will be overridden by, and, to the extent that they may conflict, be subject to, Maltese law and we will have all the **Parties** will have the powers to perform their respective functions in accordance with the Laws.

27.4 This **Agreement** may be executed multiple counterparts as may be necessary, each of which shall be deemed an original and together will form one original. It shall

not be necessary in making proof of this **Agreement** to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all **Parties** to the **Agreement**. This **Agreement** may be executed through delivery of duly executed signature pages by facsimile or electronic mail. This **Agreement** may be executed electronically per our protocols regarding such signatures.

27.5 This **Agreement** supersedes any prior **Agreement** or understanding between us, whether written or oral, and all such prior agreements and understandings are hereby declared null and void and are cancelled as at the date hereof.

28. Signature

Please complete and sign this page, manually or electronically, and submit it to **Tradeview** for acceptance. An electronic signature may be used in such form as may be specified or accepted by **Tradeview**. In case of a manual signature, please send the document to support@tradeview.eu. By signing this **Agreement** (manually or electronically) you acknowledge and agree that you have read and accepted the **Agreement**, including the Risk Disclosure Statement (including, where applicable, the Additional Risk Disclosure statement), the Trading Rules and Regulations, the Order Execution Policy, the Conflicts of Interest policy, fee schedules (on the **Tradeview** website) and other documents included as an Annex to this **Agreement**, and agree to be bound by all the provisions contained therein.

A copy of the **Agreement** accepted by **Tradeview** will be kept in **Tradeview's** records for such period as may be prescribed by law or longer as deemed appropriate by **Tradeview** and will be accessible for your inspection or by your authorized representatives, at **Tradeview** office during normal business hours, upon request.

FOR INDIVIDUAL ACCOUNTS:

DATE:

PRINT NAME:

ACCOUNT HOLDER'S SIGNATURE:

FOR CORPORATE ACCOUNTS:

DATE:

AUTHORIZED CORPORATE ACCOUNT HOLDER'S PRINT NAME:

AUTHORIZED CORPORATE ACCOUNT HOLDER'S SIGNATURE:

FOR JOINT ACCOUNTS:

DATE:

FIRST JOINT ACCOUNT HOLDER'S PRINT NAME:

FIRST JOINT ACCOUNT HOLDER'S SIGNATURE:

SECOND JOINT ACCOUNT HOLDER'S PRINT NAME:

SECOND JOINT ACCOUNT HOLDER'S SIGNATURE:

ACCEPTED AND AGREED BY TRADEVIEW (FOR INTERNAL OFFICE USE ONLY):

DATE:

OFFICER'S PRINT NAME:

OFFICER'S SIGNATURE:

ANNEX I.
Tradeview Risk Disclosure for Spot OTC Foreign Exchange, Spot OTC Precious Metals, Contracts for Difference (CFD), futures and equities trading.

You are required to read and acknowledge that you have read and understood this Risk Disclosure Statement. By signing the Agreement, you acknowledge, understand and agree to the following disclosures:

The Tradeview Risk Disclosure Statement is a pertinent part of the Client Agreement and is hereby incorporated into the Agreement by reference and made a pertinent part hereof.

Many foreign exchange dealers and/or brokers are compensated by taking the difference between the bid/ask spread in the price published to their clients. tradeview will be compensated by charging a commission and a markup of the raw spread we receive from our liquidity providers and when acting as your principal counterparty may take the difference between the bid/ask spread. Tradeview may participate in markups and commissions requested by agents. The foreign currency trading you are entering into is over the-counter and is not conducted on an exchange. All equities and futures trading is conducted on regulated exchanges.

Trading in margined Foreign Exchange, Precious Metals, CFDs, futures and equities involves a significant degree of risk including the risk of losing all or more than all your Capital. Trading in these markets is not suitable for everyone and you should consider your decision in light of your personal financial circumstances, education, knowledge and appetite for risk. The Account is yours and you are responsible for monitoring your Account. We do not accept any liability for monitoring the risk you assume in your Account or for the activities of those third parties to whom you grant trading authority or otherwise grant access to your Account. This brief statement does not disclose all of the risks and other significant aspects of spot OTC Foreign Currency, Precious Metals, CFD, futures and equities trading. In line with the associated risks, you should only trade if you understand the nature of the trading in which you are about to engage and the full extent of your risk exposure and we urge you to analyze your trading objectives, trading capital, investment limitations and tax status.

You understand and agree that we provide order clerks for emergency trading access on a 24-hour basis when the market is open. You further understand and agree that access to telephone trading is restricted to emergency instances when your platform is down and you have no other access to your account through a web enabled or mobile enabled platform. Finally, you also understand and agree that access to telephone trading is restricted to offsetting open positions using market orders. Our clerks will not accept contingent orders over the telephone and you may not open new positions over the telephone.

1. No Guarantee of Profit and ability to withstand losses.

There is no guarantee of profit from trading through **Tradeview**. The value of your Capital may decrease as well as increase. You acknowledge that no one associated with **Tradeview** or an Agent or representative with whom **Tradeview** has a relationship has guaranteed that you will profit from trading. You further confirm that you are able to sustain a total loss of your Capital should such a loss occur. You understand that margined leveraged trading is highly speculative and involves a significant risk of loss. You confirm you are willing to assume the legal, economic, and other risks associated with trading and that your Capital is discretionary capital and if you lose your Capital that the loss would not change your lifestyle. Trading may not be suitable for retirement funds. You are advised to closely manage your Account and to use prudent money management.

2. Effects of Leverage

Leverage can lead to quick losses as well as profits. You agree that a high leverage (a small amount of capital to control a larger amount) can lead to large losses when the market moves against your positions. **Tradeview** permits leverage based on a variety of factors and it may alter leverage limits for any client in its sole discretion should it deem it prudent to do so. Maximum leverage for **Tradeview** clients' accounts is subject to Client Categorization and prevailing European regulatory limits and as may be transposed within Malta's financial services regulatory framework, and which may be altered from time to time. Leverage limits, margin requirements and temporary leverage limitations are posted on **Tradeview's website www.tradevieweurope.com**

3. Over the Counter Liquidity Risk

You acknowledge that you may experience decreased liquidity as a result of external events over which **Tradeview** has no control. In these thin markets the bid/ask widens and volatility may increase dramatically resulting in fast market conditions. Fast markets do not trade in an orderly progression and gaps in bids and offers are to be expected and there may be periods when no bids or offers are available. Our prices will always reflect the liquidity available to us. Exchange traded Contracts are also subject to fast markets and thin liquidity and price gaps should be anticipated.

4. Liquidation Risk and Inadequate Margin

If your Account is under-margined, your open positions may be liquidated in whole or in part. We reserve the right, but are not obligated, to liquidate your Account should your margin not be sufficient to cover the potential risk of loss. Required margin levels are indicated on **Tradeview's** trading platforms and you agree that you alone are responsible for monitoring your margin level. If your Account value goes below the Liquidation Level (see our website for the Liquidation Level associated with your particular platform), **Tradeview** reserves the right to automatically liquidate all or some of your open positions and you will be responsible for and liable for all resulting losses as a result of such liquidation. We may change the liquidation level in our sole discretion and in accordance with our risk management policies and procedures.

5. Price Risks

Tradeview expects that the executable prices we stream to you will be in line with the general Inter-bank Market but we do not represent, warrant or covenant, explicitly or implicitly, that this will always be the case.

6. Rollover Risks & Swap Rates Risks

Tradeview determines its roll and swap rates independently of prices that may be published elsewhere and short-term interest rates can create large spreads in two currency credit/debit differentials. By signing our Risk Disclosure Statement, you agree that at the close of business on days when the market is open (at or about 21:00 GMT) your positions will be automatically rolled to the next available spot settlement day with a net debit or credit to your Account based on **Tradeview's** swap rates. For illustration purposes, if, in an open currency pair, you are long the currency whose spot interest rate is higher than the short counter currency, a net credit is added to your Account value. Conversely, if you are short a currency whose spot interest rate is higher than the counter currency in the pair your Account will reflect a net debit at the end of the day. Positions that must be rolled from Spot Settlement date Friday to Monday will reflect debits/credits for three (3) business days. This will be reflected on your account at 21:00h GMT on Wednesday since the standard settlement date for spot Forex transactions is "T+2" or 2 business days from the date of the actual trade. Positions rolled from Monday to Tuesday and Tuesday to Wednesday, will reflect debit/credits for only one (1) business day. Rollovers include holidays. If Tuesday is a holiday, the rollover from Monday will be two business days (i.e. from Monday to Wednesday). Many factors can affect the spread in interest rate differentials and you acknowledge this risk. We will publish our rollover rates for the respective spot instruments on our Website or on the trading platforms. **Tradeview** reserves the right in its sole discretion to change and/or correct these rates.

7. Contingent Order Execution Risk

There is no guarantee that **Tradeview** will be able to execute your contingent order at the requested price and you acknowledge and accept this risk. Although some contingent orders may be executed at less favorable prices, you are responsible and liable for these trades and **Tradeview** is not liable for any failure to execute the trade at your requested price.

8. Technology and Online Trading Risks

You accept the risk associated with trading online through the trading interfaces (platforms) **Tradeview** makes available to you. **Tradeview** does not guarantee that you will be able to successfully execute orders, manage positions or execute other critical tasks over the Internet via our technology or that of third parties upon whom we rely. Although **Tradeview** has taken great care in developing its technology and in choosing its service providers, without limitation we do not guarantee that our technology or that of our service providers will function without fail or without error and we do not accept any responsibility for such failure or errors regardless of the loss or damage you may experience as a result of such failure or error.

9. Negative Balance Protection

The purpose of the Negative Balance Protection is to ensure that, as a Retail Client in terms of MiFID, your maximum losses from trading CFDs, including all related costs, will not exceed the sum of your total equity which you will have committed and/or designated to your CFD trading account(s). A trading account may come into "negative balance", or in other words, the total losses of the account may exceed the account's balance, in highly-volatile markets, where extreme market conditions may cause large and sudden price movements and therefore large and sudden losses may occur.

As a Retail Client however, **Tradeview** shall not seek compensation from you for negative balances in forex and CFD accounts should your account incur a negative balance but would instead credit your account in the amount of the negative balance incurred, so that its actual equity is re-balanced to zero. You will be liable for all debit balances (negative balances) in your equities and futures accounts. Negative balance protection does not relieve you from the responsibility to continuously monitor your accounts and to ensure that they are well-margined at all times. **Tradeview** is entitled to take the necessary measures to prevent your account from going negative, especially in the event that it is overexposed including liquidating such open positions as we deem prudent.

10. Non-Retail Clients

(Eligible Counterparties, Per Se Professional and Elective Professional Clients) are not represented by this Protection and remain fully and wholly responsible for immediately repaying **Tradeview** the amount of negative equity as may be realized on their respective accounts. Our trading platforms are generally calibrated to liquidate open positions before your Account goes into a negative equity position (i.e. to avoid losses exceeding the net value of your Capital). In exceptional circumstances however a large and sudden price movement may prevent us from closing out your market position to protect against your account registering a negative equity balance. If you are holding multiple accounts you are responsible for covering negative equity positions in individual accounts from equity balances held in other accounts. In such circumstances alone, **Tradeview** will be duly authorized to institute these transfers when and wherever necessary to cover any such shortfalls and in so doing **Tradeview** will not be held liable for any consequent changes to the Clients' prevailing leverage limits as they may or may not apply to any of their separate accounts, whether in credit or not.

11. Security and Online Security Risks

You are solely responsible for maintaining the secrecy and protection of your login credentials and passwords and if your Account is compromised as a result of your failure to do so, you are solely liable for any and all damage, loss, expense or cost caused

to **Tradeview**, any third parties and to yourself. This risk shall apply when **Tradeview** discloses your Security Codes to a third party at your specific written direction. Do not publish your Security Codes to anyone including **Tradeview** employees. If you forget or lose your Security Codes, or they are disclosed to any unauthorized person or you suspect your Account has been compromised you must change the Security Code immediately and notify **Tradeview's** compliance department. If you are unable to change the Security Code yourself notify **Tradeview's** compliance department immediately. Also, if **Tradeview** suspects your Account has been compromised we will disable your Account and advise you. We will re-enable your Account only after we are satisfied that your Account is secured. We will email a new Security Code to you at your email address in our records. During the period when your Account is disabled you must mitigate any potential or actual damage by placing orders via telephone.

12. Electronic Communication Facility Failure Risk

You assume the risk that electronic communications may fail and that you will not be able to contact or make contact with **Tradeview** as a result. Notwithstanding communication malfunctions, failures, an inflow of telephone orders or any other malfunction or negligence, you acknowledge and agree to hold harmless **Tradeview** for any loss or lost trading opportunity resulting from such communication failures or compromises. **Tradeview** will make available order clerks by telephone during business hours to accept emergency market orders, but there is no guarantee that your order will be transmitted for execution in a timely fashion during periods of communication malfunctions. Order clerks will not accept orders to open new positions.

13. Erroneous Price Print and Off Market Risk

Tradeview reserves the right to correct any trades executed at off market prices regardless of whether the price is in your favor or is against you. In such cases, we will notify you of the change in price.

14. Market Information

Tradeview will publish general market information from time to time ("Market Information"). Market Information provided by **Tradeview** or its representatives is for informational and educational purposes only and does not constitute investment advice or an offer to buy or sell any Contract or enter into any Transaction. Any action you take in response to such Market Information is your independent action. We disclaim any fiduciary duty to you in this regard and we are not liable for any trading losses as a result of your actions.

15. Business Risk

If **Tradeview** were to go out of business your Capital may be at risk. You acknowledge that in the event of insolvency or **Tradeview's** sole decision to close its business you must only look to **Tradeview** for performance and return of your Capital. In either event, **Tradeview** may liquidate your positions and remit your Capital, at any time and for any reason, and you agree not hold **Tradeview** liable for any loss as a result of such liquidation.

16. Error Risk Responsibility

It is your responsibility to review all Transactions reported in your account, including but not limited to trades, corrections, debits, credits, conversions, buy/sell error and rollovers. Should you discover an error in your Account, you must report the error in writing to **Tradeview** within twenty-four (24) hours including the detailed specifics of the error including all trade identifiers. You may make a verbal report as well, but a written record will be required for confirmation.

17. Telephone Order Risk

All emergency market orders given via telephone must be given in English and a verbal order is not transmitted until the order clerk reads back your order, you confirm the order and the clerk tells you that you are "done" and gives you the trade details. Our

emergency clerks will add these "off book" trades to your electronic records. Contingent orders are not accepted via the telephone. All prices quoted to you prior to actual execution are indicative only and **Tradeview** reserves the right to change an indicative price if the execution price is different as a result of market conditions, a misquote or market volatility. We are not responsible for your order if we cannot hear you clearly or understand you, regardless of the reason. The telephone order procedure is as follows: you will be asked for your user name, account number and other security feature at the discretion of our order clerk. When the order clerk confirms your identity, you are to give him/her your order: Buy or Sell, the number of lots and the desired currency pair, precious metal, CFD, futures contract or equity product. For instance, the order clerk may repeat your order saying the following, "We are buying 2 lots EUR vs. USD at the Market. Right?" When you confirm, "Yes," the order will be transmitted for execution to the Service Provider at the Market and the clerk will confirm the transmission. If you make a mistake while giving an order, you are to tell the order clerk to "scratch the order" and begin over.

We instruct our order clerks to "write down what you hear and read back what you wrote. If the two do not match, start over." All orders may be taken on a recorded line without an electronic "beep" or other notification and all such recordings may be used, without limitation, for any purpose in any venue in any jurisdiction. Prices being published on our platforms may differ from the indicative prices quoted to you. **Tradeview** may charge a premium for telephone trades that will be reported on your trading statement. **Tradeview** is not responsible for or liable if the recordings of the telephone calls are erased or never recorded because of error, omission or for any other reason. You are responsible for protecting the confidentiality of your Account information and we are not liable if your Account is accessed by an unauthorized individual. **Tradeview** reserves the right to only accept market orders.

18. Tradeview's Limited Liability

You agree and acknowledge that **Tradeview's** liability is limited pursuant to the terms of the Agreement and may be further limited under applicable laws.

You understand and agree that taxes and, or costs may exist that are not imposed by or paid through **Tradeview**. We recommend that you consult a professional tax or other adviser in regard to these matters as we do not give tax or legal advice.

ANNEX II.**Trading rules and regulations.**

These Trading Rules and Regulations, along with any and all amendments, Annexes, Risk Disclosures and all other documents used in conjunction with opening your Account are incorporated by reference and form one Agreement. These Trading Rules and Regulations may be changed at any time in our sole discretion and any such changes will have immediate effect, with or without notice to you, and any such changes will be posted on our website. You agree to adhere to our Trading Rules and Regulations as from time to time may be amended.

1. Our trading hours

Tradeview's normal trading business hours are from approximately 21:00 GMT Sunday during the Summer (22:00 GMT Winter time) to approximately 21:00 pm GMT on Friday during the Summer (22:00 GMT Winter time) or such other times as may be posted on our Website from time to time. Our regularly scheduled trading hours for CFD products depend on the particular CFD product and the underlying exchange rate and our Services for such CFD products. You agree to make yourself familiar with the hours such markets trade, such as NYSE, CME and Eurex. These hours are typically from 02:00 GMT on Monday through 05:00 GMT Friday. Non-business days, such as holidays, will be posted on our website and you are responsible for keeping yourself up to date on our hours of operation. We will, on a best efforts basis, conduct all maintenance during non-trading hours. However, we retain the right to conduct such maintenance when necessary, with or without notice.

2. Live telephone and chat support

Tradeview will be offering its clients dedicated live support services to fulfill clients' needs. You may contact the Client Service Desk during Trading Hours in the following ways:

Email: support@tradeview.eu

Telephone: +356 203 11017

Chat: Over the chat window available on our website

3. Order types

Tradeview, through its various platforms, offers many order types depending upon the platform and market. These order types include, but are not limited to, market, buy/sell stop, buy/sell limit (take profit on MT4), MIT, place bid/offer. You acknowledge and agree that you will become familiar with the various order types on the platform of your choice, how to use the order types you chose to use and understand how the order type operates and how it will affect your trading methodology. The three most common types of orders are listed below:

- **Market order:** Market orders are orders to buy or sell immediately at the price where the market is then trading or at the next available price. A market order will be executed, but not necessarily at the stop price. Volume, liquidity and volatility may affect the price at which the order is executed.
- **Stop order:** Stop orders are orders to buy or sell when the market reaches a specific price. When the stop price is reached the order becomes a market order. Stop orders can be used to enter and exit the market. A buy stop is entered above the market price and a sell stop is entered below the market price. Stops are traditionally used to protect a profit or manage a loss down to a specific level.
- **Limit order:** Limit orders (sometimes referred to as "or better" orders) are orders to buy or sell at a specific price or at a better price than the market price at the time the order is entered. Limit orders can be used to enter or exit the market. A buy limit is placed below the market price and a sell limit is placed above the market price.

4. Hedging

You will be able to hedge on both the MetaTrader 4 and the MetaTrader5 platforms. Hedging permits you to be long and short in the same currency pair in order to lock in profits and manage losses pending your further determinations. Your margin may be lowered as a result of a hedge and Tradeview reserves the right to change the hedge margin level at its sole discretion. Depending upon your positions, your equity may still decrease as a result of the rollover swap rate applied to the positions. You agree to discuss the applicability of hedging with a Tradeview representative based on the trading interface (platform) you select. You are responsible for understanding how to properly hedge your positions on each platform you use and in each market in which you trade.

5. Trade size

The minimum trade size for foreign exchange contracts will be 0.01 Lot (a "micro lot"). A micro lot equates to 1,000 units of the base currency for FX, 1 troy oz for gold, 50 oz for silver and 10 barrels for oil. The maximum trade size depends on the currency pair and your Account classification. For Retail accounts our standard default maximum trade size per order for is 50 standard lots on MT4 for FX, Gold and Silver and 20 lots for Oil products. The minimum trade size in CFDs is 1 CFD. The maximum trade size is 100 CFDs. You acknowledge and agree that it is your responsibility to understand the maximum trade size at the time you place a trade. Tradeview reserves the right to change its permitted order size without notice and we are not liable for any losses that occur as a result of a change in permitted order size.

6. Margin

It is your absolute responsibility to monitor your open positions and your required margin at all times. You must monitor your platform for available margin, and when your open positions reach the margin critical level (you are approaching insufficient margin given your open positions), you should either deposit additional funds into your Account (funds actually received and applied to your Account) before the equity level reaches our liquidation level (see our website for specific platform Liquidation Level) or offset sufficient losing positions in order to reach full margin. You understand and agree to maintain sufficient trading capital equal to or in excess of the margin required to hold your positions. Good risk management provides that you should allow for at least three standard deviation market moves in calculating how many positions to carry in your Account and how large those positions should be. You are advised that markets are susceptible to rapid price fluctuations and you should not over commit your available capital.

7. Open position liquidations

Unless your Account is fully margined at all times, Tradeview will automatically liquidate some or all of the positions when your available margin reaches our Liquidation Level. The Liquidation Level for the various platforms Tradeview offers is set forth on our website and you agree to understand how the Liquidation Level will affect your trading before you begin trading. Since the leveraged, margined OTC spot foreign exchange market, the precious metal market, the CFD market, the futures market and even the equities market are all subject to extreme swings in volatility, Tradeview reserves the right (but is not obligated) to automatically liquidate all or some of your open positions and you will be liable for all resulting losses. Exchange traded instruments publish the exchange minimum margin requirements for all contracts and clearing firms have the option to increase exchange minimum margins. You agree to ensure that you are aware of all exchange minimum margins for contracts you intend to trade.

We further reserve the right to change the Liquidation Level posted on our website in our sole discretion and the new Liquidation Level will be effective immediately and applicable to all open positions upon publication. We will make a reasonable effort to give you prior notice of our intention to change the Liquidation Level, but reserve the right to change it without prior notice, and duly notifying you of this change in

the process. The automatic liquidation function is designed to offset the positions in declining order beginning with largest losing position down to smallest loser until your Capital are sufficient to margin the remaining open positions. Clients under a Managed Program may set their own stop loss limit (EPM) lower than the proscribed Liquidation Level for your platform by making adjustments through Client Portal.

8. Daily open position rollover

You authorized **Tradeview** to rollover all open foreign exchange positions in your Account to the next settlement spot date. The process of rolling over open positions is an automatic daily routine that takes place at or about 21:00 GMT (22:00 GMT winter time) regardless of the platform on which you are trading. The rates at which your positions are rolled are determined by **Tradeview** in our sole discretion. Debits or credits will be posted to your Account at a time after the normal close of the business day for **Tradeview**. **Tradeview** reserves the right to change, at our absolute and sole discretion, any rollover debits or credits at any time if **Tradeview**, in our sole discretion, if we determine that the amount debited or credited was done so in error. Our Swap rates for all products traded are posted and periodically updated on our website.

9. Funding and withdrawal

You can deposit funds into your Account via the payment methods posted on our website. Funds are not available for trading until they are clear and posted to your Account. Banking fees associated with deposits and withdrawals may be charged to your Account, in addition to other fees listed on our website.

Currencies accepted for deposit are posted on our website. Currencies not posted on our website will be converted into the currency of the bank account you deposited them to. Instructions for depositing and withdrawing funds are posted on our website. It is important to note that **Tradeview** will not accept funds from nor make payments to third parties. Our compliance department must approve any exception to this prohibition.

For further details, please refer to our website www.tradeview.eu

10. Verbal orders

We have order clerks who can receive and transmit for execution your offsetting market orders over the telephone in cases of emergency. Our order clerks do not take contingency (stops, limits, MIT, OCO, etc.) orders. Verbal order processing is available only in those circumstances when you have no other order entry option available. We only take market orders. You may only give orders to close open positions. You may not open new positions over the telephone. Our order desk can be reached by calling +356xxxx xxxx. The following steps should be followed to transact via the telephone:

1. You will be asked to provide your account number/login, full name and Secret Question Answer.
2. Once your identity is confirmed, you will be asked to provide the ticket number of the trade you wish to close. **Tradeview Representative** will confirm the details of the trade (e.g. "This is a short position for 2 mini lots EUR/USD") and will provide an indicative market price.
3. If you wish to close all open trades, you must say so. In this case, the **Tradeview Representative** will confirm the details of all open trades
4. It is your responsibility to ensure that the **Tradeview Representative** understands your order and to correct him/her if the order read back to you is not what you want.
5. You must confirm that you authorize **Tradeview** to close the trade(s) and the **Tradeview Representative** will proceed to do so.

6. Once trade(s) is/are closed, the **Tradeview Representative** will confirm that "Ticket #123456 0.2 EUR/USD is closed at 1.2345".

You will receive the trade closure details report as an email.

EXAMPLE :

- Client:** Hello, I wish to close a trade.
- Tradeview Rep:** Hello, May I have your full name, account number and Secret Question answer please?
- Client:** My name is John Smith, account 12345, Secret Question answer "password".
- Tradeview Rep:** Ok, thank you. What is the ticket number of the trade you wish to close?
- Client:** Ticket number 12345678
- Tradeview Rep:** Ok, the trade in question is a short position for 2 mini lots EUR/USD, is that correct?
- Client:** Yes, that is correct.
- Tradeview Rep:** Current market price is 1.2345. Do you want to close the trade?
- Client:** Yes, please close it.
- Tradeview Rep:** Ticket number 12345678 closed at 1.23334. You will receive an email with the order details.

Please note:

****In case of unsuccessful password authorization or if you refuse to go through this process, your instructions will not be accepted.**

****Your instructions may need to be given in English. If your clerk cannot understand your order the order will be rejected.**

11. Trade inquiries

In the event of a dispute or question about a trade it is critical that you contact **Tradeview's** compliance department immediately with the full details of the issue. Send your inquiry to support@tradevieweurope.com. Although you may call to discuss a trade issue, all such inquiries must be submitted in writing so there is a written record of the details. Should you delay in submitting an inquiry to **Tradeview's** support staff, **Tradeview** may determine that you waived your right to protest by waiting. We do not allow "free rides" on disputed trades.

12. System manipulation

It is expressly prohibited for you to directly or indirectly use any device, software, platform or other artifact to manipulate or attempt to manipulate the normal functioning of any electronic system, data feed, software, connection speed, platform 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**. Our 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 we determine in our sole judgment that you have engaged in a prohibited activity we reserve the right, in our sole discretion, to close your Account, report your activity to international authorities and withhold any gains created as a result of the prohibited activity.

13. Customer authorization

Subject to the terms of this Customer Agreement and all related agreements, including the Risk Disclosure Statement, Additional Risk Disclosure Statement and Tradeview's Trading Rules and Regulations, the Acknowledgement Concerning EMIR Risk Mitigation Procedures, the Customer Account Application and any applicable Addenda thereto, the Customer authorizes Tradeview to receive and transmit orders to purchase or sell OTC Foreign Exchange, CFD and/or Precious Metals Contracts for clearing on a Spot Settlement basis and for equities and futures on an agency basis for the Customer's Account in accordance with Customer's electronic, written or oral instructions received through Internet Trading Platforms made available to Customer by Tradeview or via telephone directly to the Tradeview trade order service desk (in emergency situations), or via any other communicative means available that has been approved by Tradeview for Customer's use.

14. Customer responsibility

Customer agrees to be responsible for any transaction instruction received by Tradeview either electronically via a Tradeview approved Internet Trading Platform or orally via the telephone or via any other communicative means available that has been approved by Tradeview for Customer's use.

Tradeview will require the Customer to provide Username and Password authorization electronically via a login procedure or if contacted via the telephone, orally via an identification procedure. Correct information will authenticate the Customer and allow the Customer to conduct transactions in the authorized Tradeview Account for that authentication. If Customer's Account is a joint account, Tradeview is authorized to act on the instructions of any one owner without further inquiry regarding 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).

15. Execution

All over the counter (OTE) contracts made and entered into by Tradeview 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 Customer for the purchase or sale of OTE contracts in accordance with the Customer's electronic, written or typed, or oral instructions. However, Tradeview shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the reasonable direct control of Tradeview, including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown or fault in or failure of any transmission or communication facilities. Customer acknowledges, understands and agrees that all Market Orders and non-Market Orders such as Limit Orders, Stop-Loss Orders, or any other non-Market Order transmitted and accepted by a Tradeview representative, are accepted by Tradeview and undertaken on a best efforts basis in accordance with the following procedures:

Forex order handling on MetaTrader 4 or MetaTrader 5 platforms: Tradeview Europe Ltd. acts as a Principal	
Market Buy Order	Filled at the current offer price at time of acknowledgement.
Market Sell Order	Filled at the current bid price at time of acknowledgement.
Limit Sell Order	Filled at the limit price if the current bid price touches limit price after acknowledgement. (Limit orders are "if touched" orders)
Limit Buy Order	Filled at the limit price if the current offer price touches limit price after acknowledgement.
Buy Stop or Stop limit	Filled at the current market offer after stop is activated by touching stop price or at limit when stop price hit
Sell Stop or Stop limit	Filled at the current bid price after stop is activate by touching stop price or at limit when stop price hit.

Equity order handling on MetaTrader 5 platform: Tradeview Europe Ltd. acts as Agent	
Market Buy Order	Order will remove liquidity from the market at Best offer price until order is complete. Market Sell Order- Order will remove liquidity from market at the Best bid price until order is complete.
Limit Sell Order	Order placed as offer on exchange. If the current bid price equals limit price order is fully filled.
Limit Buy Order	Order placed as bid on exchange. If the current offer price equals limit price order is fully filled.
Buy Stop	Activated by touching stop price. Order converts to a Market Buy.
Buy Stop limit	Activated by touching the stop price. Order converts to a Limit Buy Order.
Sell Stop	Activated by touching the stop price. Order converts to Market Sell Order.
Sell Stop limit	Activated by touching the stop price. Order converts to Limit Sell Order.

Futures order handling on Rhino Trader platform: Tradeview Europe Ltd. acts as Agent	
Market Buy Order	Filled at the current offer price at time of acknowledgement.
Market Sell Order	Filled at the current bid price at time of acknowledgement.
Limit Sell Order	Filled at the limit price if the current bid price touches limit price after acknowledgement. (Limit orders are "if touched" orders)
Limit Buy Order	Filled at the limit price if the current offer price touches limit price after acknowledgement.
Buy Stop or Stop limit	Filled at the current market offer after stop is activated by touching stop price or at limit when stop price hit
Sell Stop or Stop limit	Filled at the current bid price after stop is activate by touching stop price or at limit when stop price hit.

Tradeview shall have no responsibility for delays in the transmission of Orders due to disruption, market conditions, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity as a result of its simple negligence.

16. Gapping prices

The Customer acknowledges that due to market conditions or other circumstances, Tradeview may be unable to execute the order at the Market or specified level and the Customer agrees that Tradeview will bear no liability for failure to execute such orders. This includes but is not limited to all orders that are entered over a weekend or holiday period when Tradeview is closed for business. In such circumstances, orders will be executed once the market is reopened on the next Tradeview business day. The market may gap if there is a significant news event or an economic event changing how the market views current value. Customer acknowledges that execution may not be immediate or at the price dictated due to imbalances in orders, unusual market conditions, lack market liquidity, price gaps or other circumstances and that Tradeview shall have no liability to Customer for any losses sustained in their account as a result of such circumstances.

ANNEX III.**Order Transmission & Execution**

The Standard License Conditions for firms that qualify as Investment Service Providers and MiFID firms regarding best execution are set forth in the Investment Service Rules (SLCs 2.54-2.62 and 2.70-2.71) as augmented by ESMA guidelines for systems and controls in an automated trading environment for trading platforms. When transmitting orders, **Tradeview** is obliged to establish and implement effective arrangements in order to achieve the best possible result. **Tradeview** reviews its orders transmission for execution policies on an ongoing basis and in line with prevailing legislation and adjusts and amends its policies should it be called for. This brief overview of **Tradeview's** order policies is a pertinent part of this Agreement and through the Agreement you consent to our transmission and execution policies. Generally, your orders will be executed by the Service Provider outside a regulated market or Multilateral Trading Facility ("MTF") and directly with, for example, an OTC market maker and through this Agreement you consent to having your orders executed outside a regulated market or MTF. In addition, **Tradeview** may enter into a prime broker agreement with other third-party liquidity providers. **Tradeview's** core system selects the best bid and the best offer shown by its liquidity providers at that moment in time so you will receive the best bid or offer for your transaction based upon which liquidity provider's pricing is optimum for your order. Should you give us an order to execute a trade on a particular venue, and we accept that order, your instruction will prevail over the present principles of best execution. In this instance you would bear the risk that **Tradeview** could not achieve the best possible execution. You agree that **Tradeview** reserves the right to modify its best execution policy without notice and at our sole discretion. **Tradeview** will notify you of any material changes to our order transmission and execution arrangements or other related policies.

For further details please refer to our Best Execution Policy, published and periodically updated on our website: www.tradeview.eu.

ANNEX IV.**Managing Conflicts of Interest**

Tradeview maintains and operates effective organizational and administrative arrangements with a view to taking all reasonable steps designed to prevent conflicts of interest that can adversely affect the interests of our clients. We take all steps to identify conflicts of interest within the firm and any person directly or indirectly linked to us by control or between our client and another that arise in the course of business.

In compliance with the above, we refer you to our Conflicts of Interest Policy which outlines the instances when conflicts of interest could arise and how such situations can be managed in the best effective manner in the interest of our clients. Where a conflict of interest cannot be avoided, this shall be duly disclosed to you before the undertaking of any business with you.

If you would like to discuss in further detail any aspects of our Conflicts of Interest Policy, please contact our Compliance Department at compliance@tradevieweurope.com.