

## IMPORTANT!

Any person or organization accessing or attempting to access the online or electronic trading services of Tradeview Europe Ltd. or any affiliate of Tradeview Europe Ltd. (referred to herein as "Tradeview Ltd.") must first agree to the terms of this Agreement. Such services shall include all statement reviews, new account origination, internet trading and electronic order entry and reports, market, trading and general information, including quotes, charts, news, and systems information, all clearing and back office functions and services, all software provided by Tradeview Europe Ltd. to user ("Software"), the Tradeview Europe Ltd. website(s), as well as any other services that may be added from time to time (collectively referred to herein as the "Systems"). This Agreement shall apply to any person or organization who accesses or attempts to access the Systems, as well as any person or organization who benefits from such use, including but not limited to, users who benefit from the use of the Systems by brokers or other third parties acting on their or your behalf ("User"). All limitations of liability and disclaimers contained herein shall apply to the Systems regardless of whether the Systems or any part thereof, was developed or is serviced or supported by Tradeview Europe Ltd. Use of the Systems or user's signed acknowledgement, indicates user's unqualified acceptance of all of the terms of this Agreement. If User finds this Agreement unacceptable, it shall not use the Systems. Tradeview Europe Ltd. is willing to provide the Systems to User only if User agrees to be bound by the following terms.

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

2. User understands that technical problems or other conditions may delay or prevent User from entering or canceling an order on the Systems, or likewise may delay or prevent Tradeview Europe Ltd. from executing or clearing an order on the Systems. Neither Tradeview Europe Ltd., nor any of its affiliates, shall be liable for, and User agrees not to hold or seek to hold Tradeview Europe Ltd., or any of its affiliates, liable for, any technical problems, Systems failures and malfunctions, communication line failures, equipment or software failures and malfunctions, Systems access issues, Systems capacity issues, high Internet traffic demand or other Internet related problems, security breaches, theft and other unauthorized access, and any other similar computer problems and defects, as well as severe weather, earthquakes, floods

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

3. User acknowledges that all orders placed through the Systems are at User's sole risk. User further acknowledges that User's orders may be sent directly to the trading floors of the various exchanges (or to an electronic trading Systems, if applicable), that there may be minimum equity requirements and limits set by each contract as to the maximum number of allowable contracts for orders processed through the Systems, that current limits are subject to change, that contingency orders may not be accepted, and that the online direct order placement service may be suspended on a contract's last trading day. User understands that orders that it sends directly to the trading floors or an electronic trading Systems may be reviewed by electronic risk management Systems or by an order desk, and if User fails to meet the requirements, User's order may be refused. User further understands that it may be restricted from use of or refused access to the Systems at any time, and that Tradeview Europe Ltd. reserves the right to require a margin deposit prior to the execution of any order placed through the Systems, or as otherwise required by Tradeview Europe Ltd.'s margin policy. In the event that there is a restriction on User's account or that User fails to make a margin deposit as required, neither Tradeview Europe Ltd., nor any of its affiliates, shall be responsible for any delay or failure to provide the Systems, including the ability to execute an order.

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

5. a.) Upon approval of User's account, Tradeview Europe Ltd. will provide User with an individual password and user identification code ("Access Codes"). The Access Codes are intended to enable User to access User's account and to enter buy and sell orders for User's account through the Systems, and therefore, User must maintain the confidentiality and prevent the unauthorized use of the Access Codes at all times. User accepts full responsibility for the use and protection of the Access Codes, which

includes, but is not limited to, all orders entered into the **Systems** using the Access Codes and changes in **User** account information that are entered through use of the Access Codes. **User** hereby authorizes **Tradeview Europe Ltd.** and any party claiming through **Tradeview Europe Ltd.** to rely upon any information or instructions set forth in any data transmission using the assigned Access Codes, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same in connection with the operation of the **Systems**.

**Db.) User** accepts full responsibility for monitoring **User's** account(s) with **Tradeview Europe Ltd.** In the event that **User** becomes aware of any loss, theft or unauthorized use of **User's** Access Codes, **User** shall notify **Tradeview Europe Ltd.** IMMEDIATELY by email to [compliance@tradeview.eu](mailto:compliance@tradeview.eu).

**Dc.) Tradeview Europe Ltd.** grants to **User**, and **User** accepts from **Tradeview Europe Ltd.**, a nonexclusive and non-transferable license to use the **Systems** solely for the purposes provided herein and subject to any other agreements in effect between **User** and **Tradeview Europe Ltd.** **User** agrees that it shall take reasonable steps to protect, and shall not use, publish or disseminate the information made available or accessible through the use of the **Systems**, including without limitation the Information, Access Codes, and Software, using methods at least substantially equivalent to the steps it takes or would take to protect its own proprietary information, but not less than a reasonable standard, during the term of this Agreement and for a period of five (5) years following the expiration, termination, discontinuance or cancellation of this Agreement. Further, **User** shall prevent the duplication or disclosure of such information, other than by or to its employees or agents who must have access to the information to perform **User's** obligations hereunder, provided that **User** shall make such employee or agent aware of the restrictions of this Section 5 and provided that **User** shall be solely responsible for such information. Any and all materials that **Tradeview Europe Ltd.** provides to **User** in connection with the **Systems**, including without limitation all Information, Access Codes, and Software, together with all modifications and revisions thereto, and all copyrights, trademarks, patents, trade secret rights and other intellectual and proprietary rights, title and interest relating thereto are the property of **Tradeview Europe Ltd.**, **Tradeview Europe Ltd's** licensors, its successors and assigns, the Information Providers, or other third parties, and are intended for **User's** sole and individual use. **User** shall not reproduce, modify, prepare derivative works of, retransmit, disseminate, sell or distribute such materials in any manner without the express written consent of both **Tradeview Europe Ltd.** and the relevant owner. In addition, **User** shall not permit any other person access to the **Systems**. **User** further agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that **User** prints or downloads from the **Systems**. All such materials are provided "AS IS", without any warranty of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, non infringement and title.

**Dd.) User** agrees that its use of the **Systems** is at **User's** own risk. **User** shall be responsible for providing and maintaining the means by which it accesses the **Systems**, which may include, without limitation, personal computer, modem and telephone, or other access line. **User** shall be responsible for all access and services fees necessary to connect to the **Systems** and assumes all charges incurred in accessing the **Systems**. **User** further assumes all risks associated with the use and storage of information on **User's** personal computer.

**De.) User** hereby assumes sole responsibility and liability for the accuracy and adequacy of information entered in connection with the use of the **Systems**. **User** shall indemnify and hold harmless **Tradeview Europe Ltd.** and its aliates from any and all consequential, incidental, special, punitive, or indirect damages (including lost profits, trading losses and damages) resulting from, arising out of or relating to such information, whether authorized or unauthorized. In the event any inaccurate, incomplete or incorrect information relating to **User** is communicated to **Tradeview Europe Ltd.**, whether or not through the **Systems**, or in the event the **User** determines

that the **Systems** includes inaccurate, incomplete or incorrect information relating to **User**, **User** covenants that it shall notify **Tradeview Europe Ltd.** IMMEDIATELY by email to [compliance@tradeview.eu](mailto:compliance@tradeview.eu). **User** also covenants that it shall notify **Tradeview Europe Ltd.** IMMEDIATELY, as provided herein, if (a) an order has been placed through the **Systems** and **User** has not received an order number; (b) an order has been placed through the **Systems** and **User** has not received an accurate acknowledgement (whether through hard copy, electronic, or oral means) of the order or of its execution; or (c) **User** has received acknowledgement (whether through hard copy, electronic or oral means) of an execution for any order which **User** did not place; or any other conflict similar to those stated herein. **User** agrees and acknowledges that **Tradeview Europe Ltd.** shall be entitled to rely upon any oral, written or electronic communications, whether in tangible or intangible form, received from **User**, including from any of **User's** officers, partners, principals, agents or employees.

6. **User** hereby covenants and agrees that **User** shall use the **Systems** only for the purpose of placing orders for Contracts as defined in the Client Agreement, receiving fills and for receiving on-line **User** statement reviews and new **User** account origination. In addition, **User** shall not directly or indirectly transact any business using the **Systems** with any of its affiliates; including, without limitation, accepting or countering any offer made by any of its affiliates; and in connection therewith, **User** agrees that **Tradeview Europe Ltd.** may take actions, determined in its sole discretion, to prevent such transactions from occurring (but no such actions by **Tradeview Europe Ltd.** shall relieve **User** of its obligations as described in this paragraph);

7. **User** agrees to perform the obligations arising in connection with any transaction completed using the **Systems**, in accordance with the terms and conditions of such completed transaction.

8. **User** agrees to indemnify and hold **Tradeview Europe Ltd.**, its affiliates, and the Information Providers harmless from and against any and all claims, demands, proceedings, suits and actions, as well as all losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) suffered by **Tradeview Europe Ltd.**, resulting from or relating to any claims, proceedings, suits and actions against **Tradeview Europe Ltd.** arising from **User's** violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary and privacy rights. **Tradeview Europe Ltd.** shall have the exclusive right to defend, settle or compromise any claim or demand instituted by any third party against **Tradeview Europe Ltd.**, or against **Tradeview Europe Ltd.** and **User**, arising out of **User's** breach of this Agreement. **User** hereby waives any and all rights **User** may have independently to defend, settle or compromise any such claims or demands and agrees to cooperate to the best of **User's** ability with **Tradeview Europe Ltd.** with respect thereto, but **Tradeview Europe Ltd.** may, in its sole discretion, authorize and require **User** to defend, settle or compromise any such claim or demand as it deems to be appropriate at **User's** cost, expense and liability. This indemnification and hold-harmless obligation shall survive the termination of this Agreement.

9. **Tradeview Europe Ltd.** reserves the right to terminate **User's** access to the **Systems** in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to, the unauthorized use of **User's** Access Codes and/or account number(s), breach of this Agreement, or breach or termination of any agreements **User** has entered into with **Tradeview Europe Ltd.** Upon termination, cancellation or discontinuance of this Agreement, all rights granted in this Agreement will terminate immediately and revert back to **Tradeview Europe Ltd.**, and **User** shall discontinue use of the **Systems**, and if applicable, shall return or destroy, as requested by **Tradeview Europe Ltd.**, all software (including all copies thereof).

10. **User** agrees to pay all subscription, service, and **User** fees, if any, and commissions, for any orders executed through the **Systems**, and agrees that such fees may be changed without notice. **User** agrees to pay all costs (including attorneys' fees), if any, incurred by **Tradeview Europe Ltd.** in collecting overdue fees from **User**.

11. This Agreement is made in **User's** capacity and not on behalf of any firm, corporation or other entity, unless **User's** account is designated as such. **User** agrees to use the Information solely in connection with **User's** investment activities and not in connection with any trade or business activities.

12. All express or implied conditions, warranties or undertakings, whether oral or in writing, in law or in fact, including warranties as to satisfactory quality and fitness for a particular purpose, regarding the Information or any aspect of the **Systems** (including but not limited to Information access and order execution), are excluded to the extent permitted by law.

13. **User** agrees that **Tradeview Europe Ltd.** may hold and process, by computer or otherwise, any information it obtains pertaining to **User** as a result of **User's** use of the **Systems** ("Personal Data"), and **Tradeview Europe Ltd.** may access and use such information for operational purposes, credit assessment, statistical, including behavioral analysis, and to identify and provide **User** with information concerning products and services (including those supplied by third parties) which may be of interest to **User** or **Tradeview Europe Ltd.** **User** agrees that **Tradeview Europe Ltd.** may disclose Personal Data to licensed credit reference agencies and to any of **Tradeview Europe Ltd's** subcontractors, agents or Information Providers where necessary to provide **User** with the Service, or in the event that **Tradeview Europe Ltd.** has the right or duty to disclose or is otherwise permitted or compelled to do so by law. Personal Data will be deleted from the **Systems** as soon as is reasonably possible after the **User** ceases to use the **Systems**, subject to applicable record keeping requirements and company policy. **User's** Personal Data may be electronically transmitted or transferred throughout the world. **User** may inspect its Personal Data, and have incomplete or inaccurate information rectified. These companies acting on our behalf are required to keep your personal information confidential.

By either signing this Agreement, or using the **Systems**, **User** represents that it has read and understands the foregoing terms and conditions, and that **User** agrees to be bound by them. This Agreement supplements any other agreements **User** has entered into with **Tradeview Europe Ltd.** and disputes hereunder are subject to the terms of the Arbitration Agreement set forth in the Client Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be, to that extent, deemed omitted, and the remaining provisions shall continue in full force and effect. This Agreement and performance hereunder will be governed by and construed in accordance with Cayman Islands law without reference to its conflicts of laws provisions. The terms and conditions of this Agreement shall remain in full force and effect and shall survive termination, discontinuance or cancellation of this Agreement. **Tradeview Europe Ltd.** may modify the **Systems** or change the terms of this Agreement, in whole or in part, upon notice through the **Systems**, electronically and/or in writing.