

TRADEVIEW



# Electronic Trading Agreement



TRADEVIEW LTD

## ELECTRONIC TRADING AGREEMENT

IMPORTANT! ANY PERSON OR ORGANIZATION ACCESSING OR ATTEMPTING TO ACCESS THE ONLINE OR ELECTRONIC TRADING SERVICES OF TRADEVIEW LTD OR ANY AFFILIATE OF TRADEVIEW 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 ORIENTATION, 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 LTD TO USER ("SOFTWARE"), THE TRADEVIEW LTD WEB SITE, 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 ACTING ON THEIR BEHALF ("USER"). ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS CONTAINED HEREIN SHALL APPLY TO THE SYSTEMS REGARDLESS OF WHETHER OR NOT THE SYSTEMS OR ANY PART THEREOF, WAS DEVELOPED OR IS SERVICED OR SUPPORTED BY TRADEVIEW 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 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 LTD, and some will be provided by various independent sources ("Information Providers"). User acknowledges that the 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 LTD or the Information Providers. User agrees that in no event shall TRADEVIEW LTD, any of its affiliates, or the Information Providers, have any liability for the 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 LTD from executing or clearing an order on the Systems. Neither TRADEVIEW LTD, nor any of its affiliates, shall be liable for, and User agrees not to hold or seek to hold TRADEVIEW 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 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 LTD will have adequate capacity for the Systems as a whole or in any particular geographic location. TRADEVIEW LTD does not represent, warrant or guarantee that the Systems will provide uninterrupted and error free service. TRADEVIEW 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 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 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 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 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 LTD shall be limited in accordance with this Agreement to the extent permitted by law. TRADEVIEW 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 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 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 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 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 LTD. TRADEVIEW LTD does not recommend any investment advisory service or product, nor does TRADEVIEW 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 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 LTD and any party claiming through TRADEVIEW 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.

(b) User accepts full responsibility for monitoring User's account(s) with TRADEVIEW LTD. In the event that User becomes aware of any loss, theft or unauthorized use of User's Access Codes, User shall notify TRADEVIEW LTD IMMEDIATELY by email to [compliance@tradeviewforex.com](mailto:compliance@tradeviewforex.com).

(c) TRADEVIEW LTD grants to User, and User accepts from TRADEVIEW 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 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 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 and shall prevent the duplication or disclosure of such information, other than by or to its employees who must have access to the information to perform User's obligations hereunder, provided that User shall make such employees 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 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 LTD, TRADEVIEW 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 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.

(d) 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.

(e) 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 LTD and its affiliates 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 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 LTD IMMEDIATELY by email to [compliance@tradeviewforex.com](mailto:compliance@tradeviewforex.com). User also covenants that it shall notify TRADEVIEW 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 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 or employees.



(f) User hereby covenants and agrees that User:

6. shall use the Systems only for the purpose of placing orders for currency contracts and precious metals contracts, 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 LTD may take actions, determined in its sole discretion, to prevent such transactions from occurring (but no such actions by TRADEVIEW LTD shall relieve User of its obligations as described in this sentence);

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

(a) User agrees to indemnify and hold TRADEVIEW 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 LTD, resulting from or relating to any claims, proceedings, suits and actions against TRADEVIEW 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 LTD shall have the exclusive right to defend, settle or compromise any claim or demand instituted by any third party against TRADEVIEW LTD, or against TRADEVIEW 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 LTD with respect thereto, but TRADEVIEW 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.

(b) TRADEVIEW 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 LTD. Upon termination, cancellation or discontinuance of this Agreement, all rights granted in this Agreement will terminate immediately and revert back to TRADEVIEW LTD, and User shall discontinue use of the Systems, and if applicable, shall return or destroy, as requested by TRADEVIEW LTD, all software (including all copies thereof).

(c) 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 LTD in collecting overdue fees from User.

(d) This Agreement is made in User's personal 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.

(e) 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.

(f) User agrees that TRADEVIEW 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 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 LTD. User agrees that TRADEVIEW LTD may disclose Personal Data to licensed credit reference agencies and to any of TRADEVIEW LTD's subcontractors, agents or Information Providers where necessary to provide User with the Service, or in the event that TRADEVIEW 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 User ceases to use the Systems, subject to applicable record keeping requirements. 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 LTD and disputes hereunder are subject to the terms of the Arbitration Agreement, if executed by User. 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. 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 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.

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