



**TRADEVIEW**  
**MARKETS**  
Forex · Futures · Stocks

## Client Agreement

### INDIVIDUAL AND JOINT ACCOUNT CLIENT AGREEMENT INSTRUCTIONS

#### **Do not use this application if you are opening Corporate Accounts.**

Please follow the following instructions for opening your Individual or Joint Trading Account with TRADEVIEW LTD.

#### **1. Required Forms and Signatures.**

**a. Client Agreement.** Client Agreement. Carefully read this agreement in its entirety and sign where applicable. The Client Agreement, and all sub-parts, will be your contract with TRADEVIEW LTD and will govern the relationship between you and TRADEVIEW LTD. This document also contains important disclosures, relating to the risks associated with trading the products available through TRADEVIEW LTD. You **MUST** read these disclosures carefully. If you have any questions please contact your TRADEVIEW LTD representative.

**b. Account Application.** Please carefully complete, provide all supplemental information and sign where directed.

**c. Discretionary Trading Authority/Power of Attorney and Third Party Trading Advisor Checklist.** If you intend for your account to be traded by a third party please read and complete the Discretionary Trading Authority/Power of Attorney form.

**2. Identification Documents Required.** You must submit copies of the following unexpired government issued documents. Failure to provide such documentation will result in a rejection of your application.

- a.** Valid government issued photo ID with signature.
- b.** Proof of Address: Utility bill, bank statement, credit card statement, etc.. dated no more than 90 days from the date of this application.

Please note that if you reside in specific jurisdictions, you will be asked to provide one of the following documents:

- a.** Banks statement
- b.** Pay Stub
- c.** Employment/ Bank reference letter.

**3. After reviewing and completing** all of the above forms, applications and agreements the Customer should forward these materials to:

- 1. Scan and Email to: [operations@tradeviewforex.com](mailto:operations@tradeviewforex.com)
- 2. By Mail:

Grand Cayman, KY1-1002;  
5th Floor Anderson Square,  
64 Shedden Rd, PO Box 1105,  
Cayman Islands

Any questions regarding your account application should be forwarded to your TRADEVIEW LTD Account Representative or you may contact:

E-MAIL: [operations@tradeviewforex.com](mailto:operations@tradeviewforex.com)

**4. Approval Process:** Upon TRADEVIEW LTD's receipt of all required completed Customer account documents, TRADEVIEW LTD will review your application and, assuming all requirements have been satisfied, will notify you via email that your account has been approved for trading. As soon as you have received notice that TRADEVIEW LTD has approved your account, you may transfer funds to TRADEVIEW LTD and begin trading.

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**5. Fund your TRADEVIEW LTD account:** Visit our websites to view our various deposit options and fund your account via the option best suitable for you.

Please note that all available funding methods require the name on the originating account to be identical to the name on the account opened at TRADEVIEW LTD. TRADEVIEW LTD will neither make nor receive any payment via a third party.

### INDIVIDUAL AND JOINT CLIENT AGREEMENT

In consideration of Tradeview LTD, or any of its affiliates, agreeing to carry one or more accounts of the undersigned (hereinafter referred to as "Client") and to provide services to Client in connection with the purchase and sale of FOREX, Equities, Options, Futures and other asset classes including Contracts for Difference (collectively referred to as "CFDs") on Equities, Futures, Currency and any similar instruments (collectively referred to as OTC "Contracts"), which may be purchased or sold by or through TRADEVIEW LTD for Client's account(s), Client agrees as follows:

#### 1. ESTABLISHMENT OF ACCOUNT

Client understands, acknowledges and agrees that by executing this Agreement, and subject to the terms and conditions of this Agreement, an account will be established in the Client's name at Tradeview LTD., or any Tradeview LTD affiliate (collectively "TRADEVIEW LTD"), that TRADEVIEW LTD, in its sole discretion, may elect. Client further acknowledges that, subject to the terms and conditions herein, TRADEVIEW LTD shall act as counterparty to all OTC transactions conducted under this Agreement.

#### 2. AUTHORIZATION TO TRADE

TRADEVIEW LTD is hereby authorized to purchase and sell the above mentioned types of securities for Client's account(s) in accordance with Client's oral, written or electronic instructions. Unless instructed by Client to the contrary in writing, TRADEVIEW LTD is authorized to execute all OTC orders with itself as counterparty or with such other counterparties as TRADEVIEW LTD deems appropriate.

#### 3. GOVERNMENTAL, COUNTER PARTY INSTITUTION AND INTER-BANK SYSTEM RULES

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rules and interpretations of the counter-party institution or other inter-bank market (and its clearing organization, if any) where executed and to all applicable laws of the Cayman Islands. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, which shall be binding upon TRADEVIEW LTD, this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Client acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements.

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### 4. MARGIN AND DEPOSIT REQUIREMENTS

Client shall deposit with TRADEVIEW LTD collateral or margin in such amounts that TRADEVIEW LTD, in its sole discretion, may require. Margin requirements will vary dependent on the electronic trading system and products traded. TRADEVIEW LTD may change margin requirements at any time. Client agrees to deposit by immediate wire transfer such additional margin when and as required by TRADEVIEW LTD and will promptly meet all margin calls by such methods as TRADEVIEW LTD in its sole discretion designates. TRADEVIEW LTD may at any time proceed to liquidate Client's account in accordance with paragraph 10 below, and any failure by TRADEVIEW LTD to enforce its rights hereunder shall not be deemed a waiver by TRADEVIEW LTD to enforce its rights thereafter. No previous collateral or margin requirement by TRADEVIEW LTD shall preclude TRADEVIEW LTD from increasing that requirement without prior notice. Margin calls are conclusive and binding unless objected to immediately in writing. Client understands that a margin call may occur even in instances where account positions are hedged, given spreads may widen as set forth in paragraph 7 herein, causing remaining margin to diminish. Should remaining margin be insufficient to maintain open positions, the account may sustain a margin call, closing out any open positions in the account.

### 5. POSITION LIMITATION AND EXTRAORDINARY EVENTS

TRADEVIEW LTD retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at TRADEVIEW LTD. TRADEVIEW LTD reserves the right to refuse to accept any order. TRADEVIEW LTD shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of TRADEVIEW LTD including, without limitation, loss or damage resulting, directly or indirectly, from government restrictions, war, strikes, labor disruptions and terrorist acts. TRADEVIEW LTD shall not be liable for damages, including lost profits or trading losses caused by delays or inaccuracies in pricing or the transmission of orders or information due to a breakdown in or failure of any transmission or communication facilities, unauthorized access, theft or systems failures. Client understands TRADEVIEW LTD is authorized to reclaim any trading profits Client obtains through the trading on delayed or inaccurate pricing.

### 6. PRICING, CONDITIONAL ORDERS AND GAPPING MARKETS

Client acknowledges and understands that TRADEVIEW LTD does not guarantee the execution of orders at specific prices, including conditional orders such as stops and/or limits, specifically at times of increased volatility or volume, including market news announcements, due to gapping markets, grayed out pricing, and market liquidity. Client understands that orders received during instances of increased market volatility will be filled at the next best price available or the fair market value. Client acknowledges that during instances of gapping markets, conditional orders, specifically stop losses, will be filled at the next available price following a gapping market. Pricing can gap past the price set forth in conditional orders, resulting in clients losing more funds than initially intended. Client acknowledges that due to such risks, TRADEVIEW LTD encourages clients to utilize market orders rather than conditional orders, as market orders are provided with a requote and allow Clients to accept or reject the new price. Client agrees that TRADEVIEW LTD is not responsible for any losses, including margin calls, which occur as a result of conditional orders being filled during a gapping market or

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orders being filled at certain prices as a result of grayed out pricing and/or limitations in market liquidity.

### 7. WIDENED SPREADS

Client understands and acknowledges that there may be instances where spreads widen beyond the typical spreads offered. During volatile markets, such as news announcements, spreads may widen substantially in order to compensate for increased market volatility. Client is advised to utilize extreme caution when trading during increased volatility in the markets, including major news events, as widened spreads can adversely affect all positions in an account including hedged positions.

### 8. SETTLEMENT DATE, ROLLOVERS AND INTEREST

TRADEVIEW LTD is authorized, in its absolute discretion, to rollover or offset all or any portion of positions maintained in CFDs within Client's Account(s), maintained on any electronic trading platform at Client's risk. A position carried forward may be credited or debited interest charges until the position is closed. All CFDs on Futures are not rolled over at contract expiration. TRADEVIEW LTD shall close all positions at expiration of Futures contracts and client may, at his/her sole discretion, elect to purchase a new contract. At its discretion, TRADEVIEW LTD may elect to offer Client an interest free account whereby positions carried forward will not be credited or debited interest charges. Client agrees and acknowledges that if such an account is offered by TRADEVIEW LTD to Client, TRADEVIEW LTD has the authority to, at its own discretion and at anytime and for any reason, begin crediting and/or debiting interest charges to said account without prior notice to Client.

### 9. COLLATERAL AND LENDING AGREEMENT

All funds, securities, currencies, and other property of Client that TRADEVIEW LTD or its affiliates may at any time be carrying for Client (either individually, jointly with others or as a guarantor of the account of any other person) or which may at any time be in its possession or control or carried on the books of TRADEVIEW LTD for any purpose, including safekeeping, are to be held by TRADEVIEW LTD as security and subject to a general lien and right of set-off for all obligations and liabilities of Client to TRADEVIEW LTD whether or not TRADEVIEW LTD has made advances in connection with such securities, currencies or other property, and irrespective of the number of accounts Client may have with TRADEVIEW LTD. TRADEVIEW LTD may in its discretion, at any time and from time to time, without notice to Client, apply and/or transfer any or all funds or other property of Client between any of Client's accounts. Client hereby also grants to TRADEVIEW LTD the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Clients, to itself as broker or to others, any securities or other property of Client held by TRADEVIEW LTD as margin or collateral. TRADEVIEW LTD shall at no time be required to deliver to Client the identical property delivered to or purchased by TRADEVIEW LTD for any account of Client. Should Client take delivery of currencies through settlement of trades, TRADEVIEW LTD is obliged to make full payment for the delivery on 24 hour notice. If the balance in the Client's account is not adequate to pay for the delivery, the depository receipts held in the name of Client or TRADEVIEW LTD, as Client's agent or nominee, become property carried on margin in the Client's account, since they are not fully paid for by Client. This authorization shall apply to all accounts carried by TRADEVIEW LTD for Client and shall remain in full force until all accounts are fully paid for

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by Client or notice of revocation is sent by TRADEVIEW LTD.

### 10. LIQUIDATION OF ACCOUNTS / DEFICIT BALANCES

In the event of: (a) the death or judicial declaration of incompetence of Client, (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client, (c) the filing of an attachment against any of Client's accounts carried by TRADEVIEW LTD, (d) insufficient margin, or TRADEVIEW LTD's determination that any collateral deposited to protect one or more accounts of Client is inadequate, regardless of current market quotations, to secure the account, (e) Client's failure to provide TRADEVIEW LTD any information requested pursuant to this agreement, or (f) any other circumstances or developments that TRADEVIEW LTD deems appropriate for its protection, then, in TRADEVIEW LTD's sole discretion, it may take one or more, or any portion of, the following actions: (i) satisfy any obligation Client may have to TRADEVIEW LTD, either directly or by way of guaranty of surety, out of any of Client's funds or property in its custody or control, (ii) sell or purchase any or all Contracts, securities or property held or carried for Client, and (iii) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Client. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Client, Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Client's or held jointly with others. In liquidation of Client's long or short positions, TRADEVIEW LTD may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in the sole discretion of TRADEVIEW LTD may be advisable to protect or reduce existing positions in a Client's account. Any sales or purchases hereunder may be made at TRADEVIEW LTD's discretion with any inter-bank or other market where such business is then usually transacted or at a public auction or private sale, and TRADEVIEW LTD may purchase the whole or any part thereof free from any right of redemption. Client shall at all times be liable for the payment of any deficit balance in Client's account(s) upon demand by TRADEVIEW LTD and in all cases, Client shall be liable for any deficiency remaining in Client's account(s) in the event of the liquidation thereof in whole or in part by TRADEVIEW LTD or by Client. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all obligations and liabilities of Client owed to TRADEVIEW LTD, Client shall promptly pay upon demand, the deficit together with interest thereon at a rate equal to three points above the then prevailing prime rate at TRADEVIEW LTD's principal bank or the maximum interest rate allowed by law, whichever is lower. Client agrees to pay and shall be liable for all reasonable costs and expenses of collection, including but not limited to, attorney's fees, witness fees and travel expenses. In the event TRADEVIEW LTD incurs expenses other than for the collection of deficits, with respect to any of Client's account(s), Client agrees to pay such expenses.

### 11. MONTHLY STATEMENTS AND CONFIRMATIONS

Transaction confirmations of orders and statements of accounts for Client and made available solely online, shall be deemed correct and accurate and shall be conclusive and binding upon Client if not objected to immediately to by Client, in writing to [operations@tradeviewforex.com](mailto:operations@tradeviewforex.com), within one (1) business day of such activity being reviewable online. Failure to object shall be deemed acceptance and ratification of all actions





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taken by TRADEVIEW LTD or TRADEVIEW LTD's agents. Client's failure to receive a transaction confirmation shall not relieve Client of the duty to inquire of TRADEVIEW LTD and to object asset out herein.

### 12. COMMISSIONS AND FEES

Client agrees to pay all charges relating to all account transactions conducted by or through TRADEVIEW LTD, including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees. TRADEVIEW LTD may adjust its charges without notice. All such charges shall be paid by Client as incurred and deducted from Client's account. TRADEVIEW LTD may share such commissions or markups and markdowns with third parties. Transaction fees are accessed per trade on certain trading platforms. Funded accounts which remain inactive for a period of six (6) months will be charged an inactive account fee of \$50.00 USD. TRADEVIEW LTD's failure to charge any such fees does not waive or invalid its right to deduct such fees in the future.

### 13. TRADEVIEW LTD RESPONSIBILITIES

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

### 14. IDENTITY VERIFICATION

Client acknowledges and agrees that he/she is required to submit copies of unexpired government issued identification and address verification documentation to TRADEVIEW LTD with a signed copy of this Agreement. Client further agrees that TRADEVIEW LTD has the authority to delay, cancel or otherwise postpone trading or the depositing/withdrawing of funds, regardless of amount, until Client has provided copies of unexpired government issued identification and/or address verification documentation as required. After receipt of such documentation, TRADEVIEW LTD reserves the right to request additional documentation in order for TRADEVIEW LTD to adequately verify the Client(s) identity. Client understands that failure to provide such documentation shall authorize and obligate TRADEVIEW LTD to report such to applicable government agencies.

### 15. CURRENCY FLUCTUATION RISK

If Client directs TRADEVIEW LTD to enter into any CFD currency transaction: (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the risk and account of Client; (b) all deposits for margin purposes if made in currency other than U.S. Dollars may be converted to U.S. Dollars, in such amounts as TRADEVIEW LTD may in its sole discretion require; and (c)

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TRADEVIEW LTD is authorized to convert funds in Client's account for margin into and from such foreign currency at a rate of exchange determined by TRADEVIEW LTD in its sole discretion on the basis of the then prevailing money market rates. Client bears the risk of currency fluctuations.

### 16. RISK ACKNOWLEDGMENT

Client acknowledges that investments in margined leveraged and non-leveraged transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss in excess of their margin deposit to carry CFD, futures and short options positions and may result in significant losses that substantially exceed Client's investment and margin deposit. Client represents and warrants to TRADEVIEW LTD that Client is willing and able, financially and otherwise, to assume the risk of trading in CFD, futures and short option transactions, and in consideration of TRADEVIEW LTD's carrying his/her account(s), Client agrees not to hold TRADEVIEW LTD responsible for losses incurred through trading. Client recognizes that guarantees of profit or freedom from loss are impossible in trading Contracts. Client acknowledges that Client has received no such guarantees from TRADEVIEW LTD or from any introducing or referring agents or other entities with whom Client is conducting his/her TRADEVIEW LTD account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. If Client has received any such guarantees or inducements, Client is advised to report such activity to TRADEVIEW LTD as promptly as possible.

### 17. CLIENT REPRESENTATIONS AND WARRANTIES

Client represents and warrants to TRADEVIEW LTD that: (a) Client is of sound mind, legal age and legal competence, (b) no person other than Client has or will have an interest in Client's account(s), (c) regardless of any subsequent determination to the contrary, Client is suitable to trade Contracts and understands the risk inherent in such trading, (d) Client confirms that all funds deposited to his/her account are the property of the account owner and of no other person or entity, (e) Client is not a resident of the United States as defined under applicable law, and (f) all the information provided by Client to TRADEVIEW LTD in account applications or otherwise provided to TRADEVIEW LTD is true, correct and complete as of the date hereof, and Client will promptly notify TRADEVIEW LTD of any changes in such information.

### 18. DISCLOSURE OF FINANCIAL INFORMATION

Client represents and warrants to TRADEVIEW LTD that the financial information disclosed to TRADEVIEW LTD is an accurate representation of Client's current financial condition and that Client has very carefully considered the portion of the Client's assets which the Client considers to be risk capital available for investment in Contracts. Client recognizes that risk capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to inform TRADEVIEW LTD immediately if Client's financial condition changes in such a way as to reduce Client's net worth, liquid assets and/or risk capital.

### 19. JOINT ACCOUNTS

If this account is held by more than one person, all of the joint and beneficial holders are jointly and severally liable to TRADEVIEW LTD for any and all obligations arising out of all transactions in the account and each

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agree to be bound by all the terms and conditions of this Agreement. In addition, each person named on this account has authority: (a) to trade for the account subject to this Agreement, (b) to receive all correspondence and documents in respect to the account, (c) to receive or withdraw money from the account, (d) to execute agreements relating to the account, and (e) to deal with TRADEVIEW LTD fully. TRADEVIEW LTD, nevertheless, has the authority to require joint action by the parties to the account in matters relating to the account. TRADEVIEW LTD has possession over the collateral in the account, whether owned by the holders individually or jointly. If a death occurs to one or more of the holders, TRADEVIEW LTD shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Unless the Account Application Form for Joint Account states otherwise, then each holder is presumed to have an equal share in the account.

### 20. AMENDMENT

TRADEVIEW LTD may amend this Agreement by providing client with written notification of such amendments in accordance with Section 25 herein. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

### 21. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding or arbitration arising directly or indirectly hereunder, or in connection with the transactions contemplated hereby, whether brought by Client or TRADEVIEW LTD, shall be governed by the laws of the Cayman Islands, without reference to its conflicts of laws principles.

### 22. JURISDICTION

Any dispute, controversy or claim which may arise out of or in connection with this Agreement, or the execution, breach, termination or invalidity thereof, shall be settled by the Commercial Arbitration Court at the Grand Court of the Cayman Islands in accordance with its Rules. The language to be used in the arbitral proceedings shall be English and the place of arbitration shall be Grand Cayman, Cayman Islands. The arbitral tribunal shall consist of no more than two (2) arbitrators and all proceedings shall be conducted and decision rendered based solely on the submission of documents and other such materials. No oral hearings or oral arguments shall be held. Client hereby waives the right to have such proceeding transferred to another jurisdiction. No arbitration hereunder or relating to this Agreement, shall be brought by Client more than one year after the date of the transaction giving rise to the cause for arbitration regardless of when Client discovers the facts relating to the cause for arbitration.

### 23. TERMINATION

This Agreement shall continue in effect until termination and may be terminated by Client at any time when Client has no obligations held by or owed to TRADEVIEW LTD, upon the actual receipt by TRADEVIEW LTD at its office of a written notice of termination, or at any time whatsoever by TRADEVIEW LTD upon the transmittal



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of written notice of termination of any obligations set out in this Agreement. Termination by Client shall not relieve Client of the obligation to pay any deficit balance in the account.

### 24. INDEMNIFICATION

Client agrees to indemnify and hold TRADEVIEW LTD, its affiliates, subsidiaries, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by TRADEVIEW LTD arising out of Client's failure to fully and/or timely perform Client's agreements herein or should any of Client's representations and warranties to TRADEVIEW LTD fail to be true and correct. Client also agrees to pay promptly to TRADEVIEW LTD all damages, costs and expenses, including attorney's fees, incurred by TRADEVIEW LTD in the enforcement of any of the provisions of this Agreement and any other agreements between TRADEVIEW LTD and Client.

### 25. NOTICES

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by TRADEVIEW LTD through the sending of any notification to the email address submitted with this Agreement by the Client.

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

### 26. RECORDED CONVERSATIONS

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and TRADEVIEW LTD personnel may be electronically recorded with or without the use of an automatic tone warning. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or TRADEVIEW LTD. Client understands that TRADEVIEW LTD destroys such recordings at regular intervals in accordance with TRADEVIEW LTD's established business procedures and hereby consents to such destruction.

### 27. SYSTEM MANIPULATION

It is expressly prohibited to directly or indirectly use any device, software or other artifice to manipulate or attempt to manipulate the functioning of any electronic system, data feed, software, connection speed or other interface, device or software of any type or kind made available to you by TRADEVIEW LTD. in connection with trading on any trading platform made available by TRADEVIEW LTD. Such prohibition extends to, but is not limited to, efforts to buy at the bid, sell at the offer, or otherwise trade on off market prices by taking any action, directly or indirectly, that interferes with, jeopardizes, compromises, slows down, accelerates, impedes



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or interrupts the normal operation of any TRADEVIEW LTD. operational and/or dealing activity, system, platform or pricing function. Should TRADEVIEW LTD. determine, in its sole judgment, that a prohibited activity has taken place, TRADEVIEW LTD. reserves the right to close the account, report the activity and withhold gains created as a result of the prohibited activity. TRADEVIEW LTD. continuously monitors its executions to protect its liquidity providers from “toxic flow,” which can be described as the intentional manipulation of orders by a client with the purpose to profit not from the market opportunities, but from the liquidity providers’ execution procedures or by exploiting software technical limitations. In cases where TRADEVIEW LTD. becomes aware of toxic trading patterns, the Firm reserves the right at its sole discretion and without any prior notice to alter the execution settings for detected accounts which can significantly affect the execution time and price. Additionally, the Firm reserves the right to reject or cancel orders or “bust” trades if the firm determines in its sole discretion that such orders or trades were part of the predatory toxic trading strategy, freeze or close the associated trading and/or IB accounts and refuse to pay part of or all payments on such orders at its sole discretion and without prior notice.

### **28. ARBITRAGE**

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

### **29. CHURNING**

TRADEVIEW LTD. reserves the right to monitor the activities of all counterparties and to take such measures as it deems necessary to discourage counterparties from churning or over-trading accounts, including but not limited to, canceling payments of rebates and r/commissions with sufficient notice. Churning/ over-trading means excessive trading of a discretionary account by a person with control over the account for the purpose of generating commissions while disregarding the interests of the customer.

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### 30. TRADEVIEW LTD. RESPONSIBILITIES

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



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

PHONE:	North America	+1 345 945 6271
	Asia - Hong Kong	+85 281 990 224