

TERMS OF BUSINESS CONFIRMATION

Thank you for registering with us. Please find below Terms & Conditions for your account. By Opening the account, you confirm that you have read, understood and accepted the agreements mentioned below.

Customer Account Agreement

Online Trading Agreement

Risk Disclosure Statement

You agree that you are responsible for frequently reviewing these Terms and Conditions on our website. Continued use of the CMS Prime website and/or trading platform following any amendments shall constitute your approval of such changes.

Margin Call Level

Your margin call level is 100% and your stop out level is 30%.

Notifications

By this agreement, you acknowledge that you are sole trader of the account and CMS Prime does not provide any trading signals or trading advise.

CMS Prime is not obliged to provide you with written risk warnings in relation to each and every transaction that you do with CMS Prime.

- a. Any funds received from you and held by us may be used by CMS Prime to clear your trades with other counterparties.
- b. You as a CMS Prime client, or if you have appointed someone as your agent and attorney-in-fact to transact business on your behalf, hereby you have agreed to indemnify and hold CMS Prime harmless from all losses and damages and must pay CMS Prime promptly on any demand and all losses, costs and liabilities arising from transactions carried out by you or your agent on your account. You hereby understand and agree that all transactions effecting your account(s) and all fluctuations in the market prices of commodity contracts (such as Currencies, spot metals and so on) or CFDs, Futures, etc. are at your sole risk and you shall be solely liable under all circumstances.
- c. CMS Prime will send you daily trade confirmation statement at the end of the day. This statement will be sent to you if there has been any activity in your account for the current day.

d. You will have 24 hours to inform CMS Prime if daily confirmation statement is not received or if there is any discrepancy in the daily trade confirmation statement. Should you

fail to do so, CMS Prime cannot guarantee the investigation and the resolution of the issue due to the nature of the business.

e. Should you have any issues with your trading system, trades, deposits, withdrawals or any issues you are facing as a client of CMS Prime, you have 15 days to bring this to our notice from the date the issue has occurred, for further investigation and resolving of the issue. Failure to do so, CMS Prime would not be able to investigate the issue and provide a resolution for the same due to the time bound nature of the trading business.

f. If bonus is applicable for the account, you acknowledge that bonus will be removed once account balance reaches stop out level or at the discretion of CMS Prime.

g. You may choose to make a deposit with CMS Prime or with Capital Market Solutions or Clearing Agents of Capital Market Solutions. If you choose the second option, you acknowledge that it is direct agreement between you and Capital market Solutions clearing agents and is for the purpose of ease of deposits and withdrawals only. Also, this direct agreement is a private agreement and is not subject to any regulatory supervision in any jurisdiction. By this term of business confirmation document, you agree that your trading account is held and maintained by CMS Prime and CMS Prime is your only counter party to your trades and therefore you indemnify CMS Prime, Capital Market Solutions / Clearing agents or any of its associates of any future claims. Such indemnity will survive should you decide not to trade and close your account with CMS Prime.

h. CMS Prime, at its discretion, reserves the rights to take action against profit generated by the client from wrong quotes, misuse of system, scalping/trading under four minutes. If we reasonably believe that you have used misused the trading system, we may in our sole and absolute discretion, take action as deemed appropriate.

i. By requesting withdrawal, you confirm that your balance and all your trades are accurate with CMS Prime and there is no discrepancy or issue regarding balance or open or closed position. You indemnify CMS Prime from any liability, damages, losses, costs or expenses that may arise.

Acknowledgment

By these Agreements/Statements you understand that no one can guarantee trading profits and that past results do not assure future profitability and you acknowledge and confirm that you have fully read and understood the above agreements and statements and that you are treated as an experienced and/or professional Customer. Also you shall indemnify CMS Prime and its officers, directors, shareholders, employees, and affiliates harmless from and against all claims, demands proceedings, suits, and actions and all losses (direct, indirect or otherwise), liabilities, costs, and expenses (including, without limitation attorneys' fees and disbursements), paid in settlement incurred or suffered by CMS Prime in connection

with any claim arising out of or incurred in connection with the representations made by the Account Holder herein. This indemnity shall survive after the termination of the account with CMS Prime.

CMS Prime is a brand used by CMS group of companies. By this agreement, you confirm that your account is with Capital Market Solutions, Saint Lucia only and does not have any connection with other associated companies of CMS group. Other companies under the umbrella of CMS group are not responsible for your account/transactions/business with Capital Market Solutions, Saint Lucia. You indemnify other companies, its employees, associates, and personnel from any and all claims, liabilities, damages, losses, and expenses arising out of or in connection with business activities or the use of the products or services. You also confirm that the money deposited in your trading account is from your personal/business source of income and is not generated from Money Laundering, Terrorist Financing and/or any other illegal activities.

This document is taken as an acknowledgment from you confirming acceptance of the terms contained in our online account opening process and available on the official website of CMS Prime. By continuing using our website and trading platform, you further certify that you will abide by the said Contracts/Agreements.