

## TERMS & CONDITIONS

Your account is subject to your acceptance of our Terms and Conditions and other statements and notices which form our customer agreement with you. By signing the Application form or by electronically submitting your application on our website you confirm that you accept the terms of the Agreement. When we open an account for you, you will be bound by the Agreement in your dealings with us.

CMS Prime reserves the right to amend these Terms and Conditions at any time without notice to clients. Clients are therefore 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 the clients' approval of such changes. A reference to an agreement or document (including a reference to this Agreement) is to the Agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.

### **1. SERVICES PROVIDED BY CMS PRIME**

CMS Prime hereby agrees to maintain for the undersigned Customer one or more accounts and to act as principal for the Customer for the execution and clearance of orders for transactions involving the purchase and sale of financial contracts including but not limited to OTC contracts, futures contracts; options on futures contracts; commodities contracts; EFPs; CFDs; Indices; any other foreign currency denominated financial instruments and any other financial transaction (collectively referred to as "Contracts"), and in consideration thereof, Customer agrees to the provisions, terms and conditions hereinafter Appearing.

### **2. TRADING AUTHORIZATION**

CMS Prime is authorized to purchase and sell derivatives for Customer's account (i.e., all accounts opened on Customer's behalf, accounts with Customer guarantees, and accounts for which Customer is jointly responsible) in accordance with oral or written instructions from the Customer, the Customer's PoA holder. Customer hereby waives any defence that such instructions were not in writing. Customer shall be directly and personally responsible for performing its obligations under every transaction entered into with CMS Prime, whether Customer is dealing as principal directly or through an agent, or as agent for another person, and customer shall indemnify CMS Prime in respect of all liabilities, losses

or costs of any kind or nature whatsoever which may be incurred by CMS Prime as a direct or indirect result of any failure by Customer to perform any such obligation.

We do not warrant that the trading platform will always be available or accessible when the exchanges on which the underlying instruments in respect of which you have traded or wish to trade are open and we reserve the right to remove altogether or reduce the trading platform service at any time for any purpose, without thereby incurring any liability to you. You understand there may be a wider difference between 'buy' and 'sell' prices you are quoted on closing a position than when it was opened.

Different prices: we, in our absolute discretion, may quote different prices to different clients and trade at different prices with different clients.

### **3. APPLICABLE RULES AND REGULATIONS**

CMS Prime is a brand of Capital Market Solutions, a firm registered under the laws of Saint Lucia. All orders entered for the purchase or sale of a Contract and all transactions in Contracts executed for Customer's accounts shall be subject to the constitution, by-laws, rules, regulations, customs and usages (collectively "rules") of the exchange or market, and its clearing house, if any, where such orders are directed or such transactions are executed and any applicable self-regulatory organization and to the rules and regulations promulgated hereunder (collectively "laws"). CMS Prime shall not be liable to Customer as a result of any action taken by CMS Prime or its agents in compliance with any of the foregoing rules or laws. This paragraph is solely for the protection and benefit of CMS Prime, and any failure by CMS Prime or its agents to comply with any of the foregoing rules or laws shall not be a breach of this Agreement and shall not relieve Customer of any obligation under this agreement nor be construed to create rights under this agreement in favour of Customer against CMS Prime.

### **4. CHARGES PAYABLE BY CUSTOMER**

Customer agrees to pay CMS Prime (a) such commissions and service fees as CMS Prime may establish and charge from time to time without prior notice to Customer; (b) the amount of any loss that may result from transactions by CMS Prime on Customer's behalf, including any deficit balance; and (c) interest on any deficit balance and on any other amounts payable to CMS Prime under this agreement at the rate of three percent (3%) over the prime rate in effect from time to time, as offered by the Bank Of America in , or the maximum rate allowed by law if any, whichever is higher.

In the event of any miscalculation in reports/balance/accounts/deposits/withdrawal/swap/O.N.C. Charges, CMS Prime has right to make amendments.

During a deposit or withdrawal transaction, CMS Prime reserves the rights to pass on the transaction charges levied by the bank or Payment Service Provider (PSP) to the client. CMS Prime acknowledges its authority to impose such charges as a direct consequence of the charges imposed by the bank or PSP facilitating the transaction. The client agrees and acknowledges that they may be liable for transaction charges corresponding to the charges levied by the bank or PSP. It is important to note that the transaction charges passed on by CMS Prime are separate from any charges or fees imposed by the bank or PSP. CMS Prime shall not be held responsible for any charges or fees imposed by the bank or PSP. By engaging in a transaction with CMS Prime, the Client explicitly consents to the passing on of transaction charges as outlined herein.

## **5. CREDIT**

Customer can request credit from the company, in emergency situations. CMS Prime may or may not provide credit at its discretion. If received, client should clear the credit within 48 hours.

If not cleared, CMS Prime holds rights to take action, as deemed appropriate, including but not limited to closing the account or opting for legal route.

## **6. RISK OF LOSS**

All transactions effected for Customer's accounts and all fluctuations in the market prices of the Contracts carried in Customer's accounts are at Customer's sole risk and Customer shall be solely liable under all circumstances. By execution of this agreement, Customer warrants that Customer is willing and financially able to sustain any such losses. CMS Prime is not responsible for the obligations of the persons with whom Customer's transactions are not affected, nor is CMS Prime responsible for delays in transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or other causes. CMS Prime shall not be liable to Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, and exchange, clearing organization or similar entities. If at any time, Customer is not able, for whatever reason, to communicate with CMS Prime, CMS Prime shall not be responsible for any act, error, delay or omission resulting there from where such loss, damage or cost is a result of Customer's inability to enter into a transaction. Customer acknowledges and agrees that any instruction and communication transmitted by Customer or on his behalf is made at Customer's risk and Customer authorizes CMS Prime to rely and act on, and treat as fully authorized and binding upon Customer, any instruction (whether or not in writing) which CMS Prime believes in good faith to have been given by Customer or on his behalf by any

agent, attorney or intermediary whom CMS Prime believes in good faith to have been duly authorized by Customer. Customer further acknowledges and agrees that CMS Prime is not responsible for any losses resulting directly or indirectly from any government restriction, exchange ruling, suspension of trading, promulgation of new laws and regulations, actions of independent floor brokers, or other persons beyond CMS Prime's control, clearing house failures, delays in receipt of funds and margins, hostilities, terrorist acts, war, strikes, national disaster or wire malfunction, delay in mails, electronic transmission or any other delay or inaccuracy in the transmission of orders or the information because of a breakdown or failure of transmission or communication facilities.

## **7. TRADING RECOMMENDATIONS**

Customer acknowledges that any trading recommendations and market or other information communicated to customer by CMS Prime, although based upon information obtained from sources believed by CMS Prime to be reliable, may be incomplete, may not be verified, are subject to change and errors, may differ from advice given to other customers and may be changed without notice to Customer. Customer understands that CMS Prime or one or more of its affiliates may have a position in and buy or sell Contracts which are the subject of information or recommendations furnished to Customer and that these positions and transactions of CMS Prime or any affiliate may not be consistent with the recommendations furnished to Customer. CMS Prime makes no representation or warranty with respect to the accuracy of trading recommendation and other information, nor to the tax Consequences of Customer's transactions. The Customer at all times shall enter into Contracts at his own risk and shall limit his dealing with CMS Prime on an execution-only basis.

## **8. OVER-THE-COUNTER TRADING**

Customer understands that Over-the-counter ("OTC") products are not traded on exchanges as there is no central clearing mechanism to guarantee OTC trades. CMS Prime may apply its own risk analysis in deciding whether to participate in a particular market where its credit must stand behind each trade. Depending on the policies adopted by CMS Prime as counter-party, the company may decline to execute an order placed by a customer. CMS Prime will rely on their own knowledge of market prices in agreeing to an execution price. The execution price obtained for a customer to a large extent will reflect the true market price of a particular currency. While the OTC market as a whole is highly liquid, certain currencies, are less frequently traded and for this reason, CMS Prime may take longer to fill an order or may obtain an execution price that differs widely from the market.

## **9. TRANSACTION CHARGES**

- Below mentioned transaction charges are for standard accounts only and are subject to change. To know charges about your account, kindly contact your Account Manager.

- Exotic Pairs for e.g. (all pairs with ZAR, TRY, SEK, DKK, NOK, HUF, SGD, HKD, RUB, CNH etc.): Keeping a position open for more than 01 day will result in transaction charges from the day of the opening of the position and will vary according to market rates.
- For all other pairs: Keeping a position open for a specific time will result in transaction charges.
- On Wednesday night, transaction charges are applicable as three times of normal charges.

## **10. INDEMNIFICATION**

Customer hereby agrees to indemnify CMS Prime and hold CMS Prime harmless from any liability, losses, damages, costs or expenses (including attorneys' fees and expenses and any fines or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other self-regulatory body) which CMS Prime may incur or be subjected to with respect to Customer's account or any transaction or position therein, or which arise out of, or which in any manner or way whatsoever are related to any representation made by Customer in this Agreement, or by Customer's failure to perform any of his agreements made herein, including, but not limited to, the failure to immediately pay any deficit balances which may arise in Customer's account(s). This indemnity shall not apply in case CMS Prime shall become a party, without fault on CMS Prime's part, to any action or proceedings arising out of Customer's account(s) or orders given by CMS Prime. Without limiting the generality of the foregoing, Customer agrees to reimburse CMS Prime on demand for any cost of collection incurred by CMS Prime in collecting any sums owing by Customer under this agreement and any cost incurred by CMS Prime in successfully defending against any claims asserted by Customer, including all attorneys' fees, interest and expenses.

## **11. RECORDING**

Customer understands that all conversations regarding Customer's accounts, orders and contracts between Customer and CMS Prime may be recorded by CMS Prime, and Customer irrevocably consents to such recordings and waives any right to object to CMS Prime's use of such recordings as evidence in any proceeding or as CMS Prime otherwise deems appropriate. Such recordings shall remain the sole property of CMS Prime.

## **12. FOREIGN CURRENCY**

If any transaction for Customer's accounts is affected on any exchange or in any market on which transactions are settled in a foreign currency, any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the United States Dollar shall be entirely for Customer's account and at Customer's sole risk. CMS Prime is hereby authorized to convert funds in Customer's accounts into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which CMS Prime normally conducts such business transactions.

### **13. MARGIN REQUIREMENTS**

Customer agrees to maintain at all times without demand from CMS Prime margin requirements for the positions in the customer's account(s). Customer will at all times maintain such margin or collateral for Customer's account(s) as requested from time to time by CMS Prime in its sole discretion (which requests may be greater than exchange and clearing house requirements). CMS Prime's determination of the current market value and the amount of additional and/or variation margin shall be conclusive and shall not be challenged by Customer. The Customer agrees to pay immediately and on demand any amount of margin deposits owing with respect to any of his accounts. It is agreed and understood that one hour is deemed to be a reasonable time for the customer to pay margin deposits, provided, however that CMS Prime, in its sole and absolute discretion, may request that deposits be made in a lesser period of time. Margin deposits shall be made by wire transfer of immediately available funds, or by such other means as CMS Prime may direct and shall be deemed made when received by CMS Prime. CMS Prime's failure at any time to call for a deposit of margin shall not constitute a waiver of CMS Prime's rights to do so at any time thereafter, nor shall it create any liability of CMS Prime to Customer.

### **14. LIQUIDATION OF POSITIONS**

In the event that (a) Customer shall fail to timely deposit or maintain margin or any amount hereunder; (b) Customer (if an individual) shall die or be judicially declared incompetent or (if an entity) shall be dissolved or otherwise terminated; (c) a proceeding under the Bankruptcy Act, an assignment for the benefit of creditors, or an application for a receiver, custodian, or trustee shall be filed or applied for by or against Customer; (d) the property deposited as collateral is determined by CMS Prime in its sole discretion, regardless of current market quotations, to be inadequate to properly secure the account; or (f) at any time CMS Prime deems it necessary for its protection for any reason whatsoever, CMS Prime may, in the manner it deems appropriate and without prior notice or demand, close out Customer's open positions in whole or in part, sell any or all of Customer's property held by CMS Prime, buy any securities, Contracts, or other property for Customer's account, and may cancel any outstanding open orders and commitments made by CMS Prime on behalf of Customer. Such sale, purchase or cancellation may be made at CMS Prime's discretion without advertising or notice to Customer or his personal representatives and without tender, demand for margin or payment, or call of any kind upon Customer. It is understood and agreed that CMS Prime has no duty and is not required to liquidate positions in Customer's account(s) and that the provisions of this paragraph are solely for the protection of CMS Prime. The proceeds of such transactions, if any, are to be applied first to reduce any indebtedness owing by Customer to Capita Market Solutions and thereafter to Customer's account. CMS Prime may purchase the whole or any part thereof free from any right of redemption. It is understood that a prior demand or call or prior notice of the time and place of such sale or purchase shall not be a waiver of CMS Prime's right to sell or buy

without demand or notice as herein provided. Subject to applicable laws and rules, and in order to prevent non-permitted trading in debit/deficit accounts, profits on any trades executed without CMS Prime' express permission, for a Customer account that is debit/deficit at the time the order is placed, shall be for CMS Prime' account if CMS Prime in its discretion so elects. Losses on any such trades shall be jointly and severally borne by the Introducing Broker, if any, and the Customer. Customer shall remain liable for and pay CMS Prime the amount of any deficiency in any account of Customer with CMS Prime resulting from any transaction described above.

## **15. TRADING LIMITATIONS**

CMS Prime at any time, in its sole discretion, may limit the number of positions, which Customer may maintain or acquire through CMS Prime, and CMS Prime is under no obligation to affect any transaction for Customer's accounts, which would create positions in excess of the limit which CMS Prime has set. Customer agrees not to exceed the position limits established for any contract market, whether acting alone or with others, and to promptly advise CMS Prime if Customer is required to file any reports on positions. CMS Prime also reserves the right to decline any additional orders after the limit has been exceeded, and to liquidate all or part of the surpassed positions thereafter. CMS Prime, at its discretion, reserves the rights to take action against profit generated by the client from wrong quotes, misuse of system and scalping / trading under four minutes. If multiple positions of same symbol are open at the same time, we reserve the rights to withhold the distribution of any realized profits.

## **16. ERRORS IN PRICES**

A. It is acknowledged that errors, omissions, or misquotes ("material errors") may occasionally arise in the pricing of currencies, margin contracts, option contracts, or Leveraged Financial Derivative Products provided by us or any third party. Such errors may result in materially incorrect information regarding market conditions and quotes of underlying instruments prevailing at the relevant time. Material errors encompass incorrect prices, dates, times, margin contracts, option contracts, leveraged financial derivative products, or any other form of erroneous or unclear information. In the event that a trade is executed based on a material error, as reasonably determined by us in good faith, we retain the right, without requiring your consent, to:

- i. Modify the terms and conditions of the margin contract, option contract, or leveraged financial derivative products to reflect what we deem to be the fair price at the time of entering into the margin contract or leveraged financial derivative products, assuming no material error had occurred;
- ii. Close the trade and any associated open positions resulting from it;
- iii. Declare the margin contract or leveraged financial derivative products void from the outset;

- iv. Choose not to take any action to amend or declare void the margin contract, option contract, or leveraged financial derivative products;
  - v. Retrieve from your account any historical trading profits that were gained through abuse of liquidity, as determined by us at any point during our trading relationship;
  - vi. Reject an order or cancel a trade; or
  - vii. Promptly terminate our trading relationship.
- B. In the event that we reasonably suspect intentional manipulation or exploitation of pricing errors on our trading platform, such actions will be considered a form of trading platform manipulation, and clause 17 of our agreement shall apply.

## **17. PRICE, EXECUTION PROCESS AND TRADING PLATFORM MANIPULATION**

If, in our sole and absolute discretion, we have reasonable grounds to believe that you have engaged in the manipulation of our prices, execution processes, or trading platform, without any obligation to provide prior notice to you, we reserve the right to take the following actions:

- Enforce the trade(s) against you, specifically those trades that result in you owing monetary obligations to us;
- Declare all your trades as void ab initio if they are trades that result in us owing monetary obligations to you;
- Retain any funds suspected to have been derived from such activities;
- Implement any necessary corrections or adjustments to your account;
- Close your account; and/or
- Take any other appropriate actions that we deem necessary.

These actions may be taken independently or in combination, and we shall exercise our judgment to determine the appropriate response based on the circumstances at hand.

## **18. EXPERT ADVISER (EA) TRADING RESTRICTIONS**

A. To ensure the stability and integrity of the CMS Prime platforms and Products, the usage of Expert Adviser (EA) strategies on our platform is strictly prohibited unless explicitly permitted under below mentioned conditions:

In order to enable EA trading, clients must formally request permission and acknowledge their intention to utilize an EA either during the account opening process or prior to implementing such a strategy. There shall be no additional fees imposed for this mode of trading. However, it is imperative that CMS Prime reserves the right to reverse orders executed through EA methods on accounts that are not designated as EA accounts or where the necessary advance confirmation has not been obtained.

Clients are required to follow the prescribed procedure for obtaining approval, ensuring compliance with our policies and regulations surrounding EA trading. Failure to adhere to

these requirements may result in the reversal of trades and appropriate actions taken by CMS Prime to maintain the stability and reliability of our platforms and Products.

#### **B. MACHINE GUNNING POLICY**

To ensure the stability and reliability of the CMS Prime platform and its products, a policy has been established. For the purpose of this policy, CMS Prime defines "machine gunning" as the submission of multiple orders of the same contract/instrument type (e.g., EURUSD) in rapid succession and in the same direction, involving a significant order size.

The objective of this policy is to restrict clients from submitting multiple orders in quick succession as a means to exceed our maximum order size limitations within a short timeframe. Such activity can disrupt the pricing we receive from liquidity providers, thus affecting all our clients. Additionally, this policy aims to mitigate the potential for our platform to be exploited for market abuse.

By implementing this policy, CMS Prime seeks to maintain fair and orderly trading conditions, safeguard the integrity of our platform, and protect the interests of all clients. Any violations of this policy may result in appropriate measures being taken by CMS Prime, including but not limited to order cancellations, account restrictions, or termination, as deemed necessary.

#### **C. THIRD PARTY SOFTWARE DISCLAIMER**

CMS Prime explicitly states that it does not endorse, maintain, or provide support for any third-party software or tools installed or used in conjunction with the trading platforms it offers, including but not limited to "Expert Advisors" (EAs). By installing, accessing, or utilizing such third-party software or tools, including any charts, signals, analytical tools, or reports provided by such third parties, CMS Prime hereby disclaims all liabilities and losses associated with the third-party software or tools that you choose to employ alongside our trading platform(s).

If you choose to utilize an EA and do not possess a Virtual Private Server subscription, it is important to note that the EA will cease to operate once you log out of Meta Trader. While it is not necessary to constantly monitor the markets when using EAs, it is essential to recognize that any single point of failure (e.g., computer, internet connection, Meta Trader 4) can disrupt the functioning of your EA. Therefore, please exercise due caution when deciding whether to employ EAs. As these EAs are created by separate and independent third parties, CMS Prime holds no responsibility for their completeness, reliability, or accuracy. In simpler terms, their usage is entirely at your own risk.

#### **19. STOP LOSS AND LIMIT ORDERS**

The availability of stop loss orders and limit orders is limited to specific instruments as determined by CMS Prime. We reserve the right to decline the acceptance of any stop loss orders or limit orders for any trades. In the event that such orders are accepted, we retain

the discretion to place or cancel them at any time during the trading hours of the exchange where the underlying instrument is traded.

It is important to note that regardless of the trading resources available in your account at the time an order is filled, you shall remain responsible for any losses incurred as a result of the execution of an order.

Please be aware of the risks associated with the filling of orders and understand that you bear the ultimate liability for any potential losses arising from such order execution, irrespective of the resources present in your account.

#### **OUR RIGHT TO IMPOSE A STOP LOSS ORDER**

We reserve the right to impose a stop loss order on your account in the following circumstances:

I. If we have reasonable grounds to believe that you will fail to make payment for any amount that is currently or may become due to us;

II. If you provide us with any statement that we have reasonable grounds to believe is false or may not be true;

III. If you fail to fulfil any obligation that you have undertaken to us.

In such cases, we may exercise our discretion to impose a stop loss order on your account as a precautionary measure to protect our interests. This action is intended to mitigate any potential financial risks arising from the aforementioned circumstances.

#### **20. OPTION TRANSACTIONS**

Customer understands that some exchange clearing houses have established exercise requirements for the tender of exercise instructions and that options will become worthless in the event that Customer does not deliver instructions by such expiration times. At least two business days prior to the first notice day in the case of long positions in futures or forward contracts, and at least two business days prior to the last trading day in the case of short positions in open futures or forward contracts or long and short positions in options, Customer agrees that Customer will either give CMS Prime instructions to liquidate or make or take delivery under such futures or forward contracts, or to liquidate, exercise, or allow the expiration of such options, and will deliver to CMS Prime sufficient funds and/or any documents required in connection with exercise or delivery. If such instructions or such funds and/or documents, with regard to option transactions, are not received by CMS Prime prior to the expiration of the option, CMS Prime may permit an option to expire. Customer also understands that certain exchanges and clearinghouses automatically exercise some "in the money" options unless instructed otherwise. Customer acknowledges full responsibility for taking action either to exercise or to prevent exercise of an option contract, as the case may be; CMS Prime is not required to take any action with respect to an option, including without limitation any action to exercise a valuable option contract prior to its expiration or to prevent the automatic exercise of an option, except upon Customer's express

instructions. Customer further understands that CMS Prime also has established exercise cut-off times which may be different from the times established by the contract markets in clearing houses. In the event that timely exercise and assignment instructions are not given, Customer hereby agrees to waive any and all claims for damage or loss Customer might have against CMS Prime arising out of the fact that an option was or was not exercised. Customer understands that CMS Prime randomly assigns exercise notices to Customers, that all short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned, and that exercise assignment notices are allocated randomly from among all Customers' short option positions which are subject to assignment.

## **21. SECURITY AGREEMENT**

(a) All Contracts, funds, securities, and other property and assets in Customer's accounts or otherwise now or at any time in the future held by CMS Prime for any purpose, including safekeeping, are subject to a security interest, general lien and right to pledge, in CMS Prime's favour to secure any indebtedness at any time owing from Customer to CMS Prime or all claims CMS Prime may have against Customer, including any indebtedness resulting from any guarantee of a transaction or account by Customer or Customer's assumption of joint responsibility for any transaction or account. From time to time and without prior notice to Customer, CMS Prime reserves the right but may not be obliged to transfer interchangeably between and among any account of Customer maintained at CMS Prime any of Customer's funds (including segregated funds), securities, commodities, or other property for purposes of margin, reduction or satisfaction of any debit balance, or to set off CMS Prime's claims or to set off a debit and credit accounts of the Customer against each other irrespective of the currency of the accounts or the maturity dates of the claims or for any reason which CMS Prime deems appropriate in its sole discretion. In the event of a default on the part of Customer, CMS Prime shall be entitled to realize such assets as it deems fit. Within a reasonable time after any such transfer CMS Prime, will confirm the transfer in writing to

Customer;

(b) Customer hereby grants to CMS Prime the right to pledge, replete, hypothecate, or invest either separately or with the property of other Customers, any securities or other property held by CMS Prime for the account of Customer or as collateral. Therefore, including without limitation to any exchange or clearing house through which trades of Customer are executed. CMS Prime shall be under no obligation to pay to Customer or account for any interest income, or benefit derived from such property and funds or to deliver the same securities or other property deposited with or received by CMS Prime for Customer. CMS Prime may deliver securities or other property of like or equivalent kind or amount; CMS Prime shall have the right to offset any amounts it holds for or owes to Customer against any debts or other amounts owed by Customer to CMS Prime and in this respect, CMS Prime is hereby, authorized to sell and/or purchase any and all such Property

without notice to satisfy such general lien and security interest. The Customer hereby appoints CMS Prime, as Customer's attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general and security interest.

## **22. AUTHORITY TO TRANSFER ACCOUNTS**

Until further notice in writing from the Customer, CMS Prime is hereby authorized at any time, without prior notice to the Customer, to transfer from any account or accounts of the Customer maintained at CMS Prime or any exchange member through which CMS Prime clears customer transactions, such excess funds, securities, commodities, commodity futures contracts, commodity options, and other property of the Customer as in CMS Prime's sole judgment and absolute discretion are required for margin in any other such account or accounts or to reduce or satisfy any debit balances in any other account or accounts. CMS Prime is further authorized to liquidate any property held in any such account or accounts of the Customer whenever, in CMS Prime's sole judgment, such liquidation is necessary in order to effectuate the above authorized transfer and application of property. Within a reasonable time after making any such transfer or Application, CMS Prime will confirm the same in writing to Customer.

## **23. ORAL, TELEPHONIC AND ELECTRONIC ORDERS**

CMS Prime is hereby authorized to accept oral, telephonic, facsimile or electronic orders as Customer or Customer's authorized agent may give for transactions in Customer's account(s). Customer hereby waives any defence that order was not in writing or evidenced by a memorandum in writing.

## **24. JOINT ACCOUNT(S)**

Where the account is held by more than one person or entity, all of the joint owners agree to be jointly and severally liable for the obligations assumed in this Agreement. Any one or more of the Joint Owners shall have full and unrestricted authority to act on behalf of the joint account(s) and to fully operate the same as if he/she alone were interested therein, all without notice to others interested in said account(s) and all for account(s) and risk of all Joint Owners. Upon the death of any of the Joint Owners (which shall be promptly advised to CMS Prime in writing with a copy of the death certificate) CMS Prime will liquidate all positions and will separate the joint account(s) into equal shares. CMS Prime shall be held harmless from any liability toward the Joint Owners incurred by the individual signature of any one of them, without CMS Prime being required to seek the consent of any one of the other Joint Owners.

## **25. NON-EXECUTION OR WRONG EXECUTION**

In the event of loss or damage imputable to the non-execution or wrong execution of instructions, CMS Prime shall only be liable for loss of interest, unless CMS Prime has been expressly notified in writing, in a particular case, of the risk of more extensive damage.

## **26. NOTICES AND COMMUNICATIONS**

Customer shall make all payments, except with regard to wire transfers mentioned above, and deliver all notices and communications to the address that CMS Prime shall from time to time specify. All communications from CMS Prime to Customer may be sent to the Customer at the address indicated on the Customer Information Sheet or to such other address as Customer hereafter directs in writing. Confirmations of trades, statements of account(s), margin calls, and any other written notices shall be binding on customer for all purposes, unless Customer calls any error therein to CMS Prime's attention in writing (a) prior to the start of business on the business day next following notification, in the case of margin calls and reports of executions and (b) within 24 hours of delivery to Customer, in the case of statements of account(s) and any written notices (other than trade confirmations or margin calls) or demands. Beyond the prescribed period in (a) and (b) above, all such confirmations communications, statements of account(s), notifications and other notices of debits and credits issued by CMS Prime shall be deemed for all intents and purposes to have been accepted by Customer and shall be conclusive and not subject to any challenge or review whatsoever. Express or tacit approval of the above on the part of the Customer shall be deemed to include approval of all items, transactions, and entries relating to or contained in such documents. None of these provisions, however, will prevent CMS Prime, upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected in Customer's account, will be credited or debited so that it is in the same position it would have been in if the error had not occurred. Whenever a correction is made, CMS Prime will promptly make written or oral notification to Customer. All communications, whether by mail, telex, courier, telephone, telegraph, messenger, facsimile, or otherwise (in the case of mailed notices), or communicated (in the case of telephone notices), sent to Customer at Customer's or agent's address (or telephone number) as given to CMS Prime from time to time shall constitute personal delivery to Customer whether or not actually received by Customer, and Customer hereby waives all claims resulting from failure to receive such communications, provided that notices to CMS Prime shall be effective only upon their actual receipt by CMS Prime.

## **27. PRINTED MEDIA STORAGE**

Customer acknowledges and agrees that CMS Prime may reduce all documentation evidencing Customer's account, including the original signed documents executed by Customer in the opening of such Customer's account with CMS Prime, utilizing a printed media storage device such as micro-fiche or optical disc imaging or other similar device. Customer agrees to permit the records stored by such printed media storage method to serve as a complete, true and genuine record of such Customer's account documents and signatures.

## **28. REPRESENTATIONS**

Customer represents that (a) (if an individual) customer is of the age of majority, of sound mind, and authorized to open accounts and enter into this Agreement and to effectuate transactions in Contracts as contemplated hereby; (b) (if an entity) Customer is validly existing and empowered to enter into this agreement and to effect transactions in Contracts as contemplated hereby; (c) the statements and financial information contained on Customer's Account Application submitted herewith are true and correct; and (d) no person or entity has any interest in or control of the account to which this agreement pertains except as Disclosed in the Customer's Account Application. Customer further represents that, except as disclosed to CMS Prime in writing, he is not an officer or employee of any exchange, board of trade, clearing house, or an employee or affiliate of any futures commission merchant, or an introducing broker, or an officer, partner, director, or employee of any securities broker or dealer. Customer agrees to notify CMS Prime immediately in writing in the event Customer's circumstances, based on which the representations were made, are charged, and further agrees to furnish promptly such other information concerning Customer as CMS Prime may reasonably request. Customer further represents that he/she is the sole owner of the account(s) and that no person, except as disclosed herein, has any interest therein. Customer further represents that the funds deposited into Customer's account are Customer's own funds and that no funds from any other person or entity will be deposited into Customer's account.

## **29. INTRODUCING BROKER**

Customer acknowledges that CMS Prime is not responsible for the conduct, representations and statements of the introducing broker or its associated persons in the handling of Customer's account. Customer agrees to waive any claims Customer may have against CMS Prime, and to indemnify and hold CMS Prime harmless for any actions or omissions of the introducing broker or its associated persons.

## **30. CONFLICTS OF INTEREST**

CMS Prime may execute Contracts for Customer's account(s) either as principal or broker. As broker, CMS Prime will execute transaction similar to Customer's transaction with another market participant in the financial market. As principal CMS Prime may not execute transaction similar to Customer in the financial market and hold the opposing transaction in CMS Prime's inventory of Contracts. As a result of acting as principal Customer should realize that CMS Prime may be acting as your counter party and that CMS Prime may be placed in such a position that a conflict of duty occurs. CMS Prime, its Associates or other persons connected with CMS Prime may have an interest, relationship or arrangement that is material in relation to any Commodity Contract affected under this Agreement. By entering into this Agreement, the Customer agrees that CMS Prime may transact such business without prior reference to the Customer. In addition, CMS Prime may provide advice and other services to third parties whose interests may be in conflict or competition with the

Customer's interests. CMS Prime, its Associates and the employees of any of them may take positions opposite to the Customer or may be in competition with the Customer to acquire the same or a similar Position. CMS Prime will not deliberately favour any person over the Customer but will not be responsible for any loss this may result from such competition.

### **31. BINDING EFFECT OF AGREEMENT**

This agreement shall be binding upon and inure to the benefit of CMS Prime, its successors and assigns, and Customer's heirs, executors, administrators, legatees, successors, personal representatives and assigns. Upon the death of the Customer or the dissolution, bankruptcy, or liquidation of a legal entity customer, CMS Prime may cancel or complete any open orders for the sale of any commodities. CMS Prime may place orders for the sale of commodities which CMS Prime may be carrying for the Customer, buy any commodities of which Customer's account(s) may be short, or any part thereof, under the same terms and conditions as hereinabove stated, though Customer was alive and competent, without any prior notice to Customer's heirs, executors, administrators and liquidators as the case may be.

### **32. LIABILITY FOR ACCOUNT(S)**

Customer hereby acknowledge that Customer shall at all times be solely liable for all losses in Customer's account(s) whether or not account(s) is/are liquidated and for any debts and deficiencies including, but not limited to, interest, costs, expenses and attorneys' fees, including all debts and deficiencies resulting from a liquidation of Customer's account(s).

### **33. LIABILITY AND INDEMNITY**

Subject to the other terms and conditions set forth in this Agreement regarding limitation of liability and provision of indemnities, the following clauses pertain to our electronic services:

- a. System errors: We shall not be held liable for any damages you may incur as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions, or other deficiencies arising from internet service providers. You acknowledge that access to electronic services may be limited or unavailable due to such system errors. We reserve the right, with prior notice, to suspend access to electronic services for this reason.
- b. Delays: Neither we nor any third-party software provider assume any liability for delays, inaccuracies, errors, or omissions in any data provided to you in connection with an electronic service.
- c. Viruses from an electronic service: We shall not be liable to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs, or similar items are introduced into the system through the electronic service or any software provided by us to facilitate your use of the electronic service, provided that we have taken reasonable measures to prevent such introductions.

d. Viruses from your system: You are responsible for ensuring that no computer viruses, worms, software bombs, or similar items are introduced into our computer system or network. You shall indemnify us upon demand for any losses we incur as a result of any such introduction.

e. Unauthorized use: We shall not be liable for any loss, liability, or cost arising from unauthorized use of the electronic service. You agree to indemnify us against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, and costs resulting from or arising out of any act or omission by any person using the electronic service through your designated passwords, whether or not such use was authorized by you.

f. Markets: We shall not be held liable for any actions taken by or on the instruction of a market, clearing house, or regulatory body.

These provisions govern the allocation of liability and the indemnification obligations related to our electronic services, and shall be binding upon both parties.

### **34. AMENDMENTS TO AGREEMENT**

This agreement can be amended anytime and updated on the website. No oral agreements or instructions contrary to any provisions of this agreement shall be recognized or enforceable. The failure of CMS Prime to enforce, at any time, any provision of this Agreement shall not be construed to be a waiver of such provision and shall not in any way affect the validity of this Agreement or the right of CMS Prime thereafter to enforce each and every provision of this Agreement. No waiver or amendment shall be implied from CMS Prime' conduct, action or inaction.

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 the clients' approval of such changes. The amendments made under above Clause will apply, including to all open positions and unexecuted orders.

### **35. TERMINATION OF THE BUSINESS RELATIONS**

Either party has the right to terminate this Agreement at any time as mentioned under below clauses. Notice of termination will be effective upon CMS Prime upon the receipt of the notice on any business day. Termination will not affect any legal rights or obligations that have been created. Upon termination, all outstanding contracts and Positions will be liquidated and any balance thereafter remaining in Customer's Account will be repaid to Customer by wire transfer not later than four working days after the Agreement terminates.

#### **A. OUR RIGHT TO TERMINATE**

We may terminate this Agreement and close your account at any time for any reason; this right is in addition to any other rights to terminate this Agreement or close your account that we may have under this Agreement.

#### **B. YOUR RIGHT TO TERMINATE**

You may also terminate this Agreement or close your account at any time by giving us written notice. Your account will be closed as soon as reasonably practicable after we have

received notice, all open positions are closed, or orders cancelled, and all of your obligations are discharged.

**C. RESERVATION OF RIGHTS**

If you or we provide notice to close your account or terminate this Agreement under this Clause, we reserve the right to refuse to allow you to enter into any further trades or orders which may lead to you holding further open positions.

**D. SUSPENSION OR PERMANENT WITHDRAWAL WITH NOTICE**

We may suspend or permanently withdraw an electronic service, by giving you 10 days' written notice.

**E. IMMEDIATE SUSPENSION OR PERMANENT WITHDRAWAL**

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the electronic service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the applicable laws, breach of any provisions of this Agreement, on the occurrence of an event of default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of share. In addition, the use of an electronic service may be terminated automatically, upon the termination (for whatever reason) of (i) any licence granted to us that relates to the electronic service; or (ii) this Agreement.

**36. FORCE MAJEURE EVENTS**

CMS Prime may, in its reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"). A Force Majeure Event shall include, but is not limited to, the following:

- A) Any act, event or occurrence (including without limitation any disturbance, strike, riot or commotion, Interruption or power supply or electronic or communication equipment failure) which, in CMS Prime's opinion, prevents it from maintaining an orderly market in one or more of the investments in respects of which it ordinarily deals in Contracts; B) The suspension or closure of any market or the abandonment or failure of any event upon which CMS Prime bases, or to which CMS Prime in any way relates, its quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- C) The occurrence of an excessive movement in the level of any Commodity Contract and/or the underlying market Or CMS Prime's anticipation (acting reasonably) of the occurrence of such movements. If CMS Prime determines that a Force Majeure Event exists, CMS Prime may in its absolute discretion without notice and at any time take one or more of the following steps:
  - A) Increase Customer's deposit requirements; B) Close any or all of the customer's open Contracts at such closing level as CMS Prime reasonably believes to be appropriate;
  - C) Suspend or modify the application of all or any of the terms of this agreement to the extent that the Force Majeure Event makes it impossible or impracticable for CMS Prime to

comply with the term or terms in question; or alter the last time for trading for particular Commodity Contract.

### **37. ENTIRE AGREEMENT**

This Agreement constitutes the entire understandings among the parties with respect to the subject matter hereof. Whenever possible, each portion of this Agreement should be interpreted in such a manner to be valid and effective under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such Provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provisions or remaining provisions of this Agreement.

### **38. HEADINGS**

The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

### **39. GOVERNING LAW**

This Agreement has been made and delivered at Saint Lucia. This Agreement its interpretation, construction, implementation, enforcement and the relations between Customer and CMS Prime shall be governed and construed in all respects by the substantive laws of the country of Saint Lucia. Customer may bring arising out of transactions under this agreement no action, regardless of form, more than three months after the cause of action arose. 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

### **40. JURISDICTION**

All actions, disputes, claims, demands or proceedings arising directly or indirectly in connection with, out of, or related to or from this Agreement and the relationships between the parties hereto or from any other agreement between CMS Prime and Customer, or any orders entered or transactions effected for Customer's account(s) whether or not initiated by CMS Prime, shall be adjudicated either in the courts whose seat is within the City of Saint Lucia or any other court in any other jurisdiction that CMS Prime deems appropriate, and Customer hereby specifically consents and agrees to the same. Customer waives any claim Customer may have that:

- A) Customer is not personally subject to the jurisdiction of any state or federal court located within Saint Lucia or any other court that CMS Prime decides,

- B) Any action, suit or proceedings is brought in an inconvenient forum,
- C) The venue of any such suit, action or proceeding is improper,
- D) The consent or the Customer Agreement between Customer and CMS Prime may not be enforced in or by such court in Saint Lucia.

#### **41. ACCEPTANCE OF AGREEMENT**

This agreement shall constitute an effective contract between CMS Prime and Customer upon acceptance by an authorized officer of CMS Prime.

#### **42. MULTIPLE ACCOUNTS**

Customer agrees that CMS Prime may, from time to time, change the account number assigned to any account covered by this agreement, and that this agreement shall remain in full force and effect. Customer agrees further that this account, if closed and reopened, as well as all additional accounts opened in Customer's name at CMS Prime, shall be covered by this same agreement with the exception of any account for which a new customer agreement is signed.

#### **43. ASSIGNMENT**

This Agreement shall endure to the benefit of CMS Prime and its successors and assigns. CMS Prime may assign Customer's account to another commodity principal by notifying Customer of the date and name of the intended assignee ten (10) days prior to the assignment. Unless Customer objects to the assignment in writing prior to the scheduled date for assignment, the assignment will be binding on Customer. It is agreed that Customer's rights and obligations under this Agreement shall not be assigned, transferred, sold or otherwise conveyed by Customer without the prior written consent of CMS Prime and such attempted assignment, transfer, sale or conveyance shall be null and void and of No force or effect.

#### **44. CUSTOMER ACKNOWLEDGMENTS**

Customer acknowledges that customer has read and understood all of the terms and conditions of this agreement and shall be bound by them as set forth above. Customer also acknowledges that trading in commodity contracts is speculative, involves a high degree of risk and is appropriate only for persons who can assume risk of loss in excess of their margin deposits. In this respect, customer further acknowledges having read and understood customer risk disclosure statement prior to this agreement. Customer agrees only to enter in to transactions that are within customer's financial means. Customer confirms that customer is taking on and is in a position to take on any risk that may arise from such transactions.