

## The Partner Loyalty Program Terms & Conditions

1. Please read these Terms and Conditions and ensure you understand prize qualification requirements and prize issue terms.
2. By participating in the Program, you agree to be bound by the current Terms and Conditions as well as the Client Agreement, Partnership Agreement, the General Business Terms, and any other legal documents which are available on our website at [cmsprime.com](http://cmsprime.com).
3. For the purposes of evaluating a partner's eligibility for the prize, the term "traded lots" will be used. Qualifying traded lots is calculated for each client signed up by the Partner since the Partner's registration date taking into account bonus coefficient\* (where applicable) and excluding trading lots derived from error, fraud, or any doubtful operations.
4. IB has to be active for the past three consecutive months to participate in the program and avail of benefits.
5. IB will qualify for the loyalty program ONLY if he was an advanced or premium IB for at least 3 consecutive months per year.
6. Advanced IB: Any IB, that has more than 1500 trading lots traded per month for a minimum of three consecutive months will become an advanced IB.
7. Premium IB: Any IB, that has more than 3000 trading lots traded per month for a minimum of three consecutive months will become a premium IB.
8. IB can collect the lot count over time without any expiration, each lot traded by the referred client will be counted for the IB.
9. Once a specific number of lots are redeemed by a reward; this number of lots redeemed will be deducted from the IB's total lot count.
10. If the IB was inactive he can't redeem any reward if he did not meet the minimum number of lots traded to qualify him for advanced or premium status.
11. The lots traded must be traded on forex or metals to be counted.
12. We reserve the right to correct the trading calculation in the event of any suspected abuse or manipulation of this lot policy and promotion.
13. Lots are not transferable between accounts.
14. In the case that any clients of the Partner trade with bonus, lots will not be counted.
15. In order to receive a prize, the Partner should satisfy 3 prize qualification requirements:- Partner's clients' qualifying lifetime trading lots should reach the target.
  - Partner's number of active clients over the last 90 days should meet the requirements (to be considered as "active" Partner's client should have had at least one trading operation during the period of the past 90 days).
  - Partner's clients' cumulative qualifying trading lots for the last 12 months should be equal to or higher than the required percentage of qualifying lifetime trading lots.
16. Partners should refer to the Client Area on [clientportal.cmsprime.com](http://clientportal.cmsprime.com) to check the exact qualification criteria for each prize.
17. CMS Prime reserves the right to disqualify a Partner from the Loyalty Program under the following circumstances:- If the Partner violates any laws and/or applicable regulations and/or the current Terms and Conditions.
  - If the Partner acts in bad faith and/or abusively and/or fraudulently and/or in a manner that is not in line with the terms of the Partnership Agreement between the Partner and CMS Prime.

- If there is reasonable suspicion that the traded lots corresponding to a Partner is derived by error and/or fraud and/or any doubtful operations.

18. Without prejudice to paragraph 24 below, Partner Loyalty Program prizes will start being processed within 1-2 weeks from the date of a Partner's qualification for the aforesaid prizes. Eligible Partners who have fulfilled all qualification requirements for receiving a prize shall be contacted by the relevant CMS Prime Account Manager in relation to discussing further details about the prize issue. The prize issuing will be delayed during CMS Primes' official holiday period; CMS Prime shall not be responsible for any delay in prize delivery that is beyond its control, including instances whereby delay in prize delivery is due to a vendor or any third party.
19. Upon contact, the Partner will be asked to select the prize (if more than one prize option is available). Details about how to claim the prize and information regarding the delivery of the prize will be provided directly to the eligible Partner.
20. In the event that the Partner cannot be contacted or does not respond within a period of 28 days, the prize will be canceled.
21. If the Partner qualifies for multiple prizes at the same time, the Partner's prize will be issued one at a time at periods that shall be discussed between the Partner and the assigned Account Manager. By accepting the prize, the Partner automatically provides his consent and grants permission to CMS Prime to use the Partner's photo image, name, contact details, and details of the prize for CMS Prime's marketing objectives. Refusal of the Partner to participate in any marketing/promotional videos, photo shoots, and/or any other promotional activities arranged by CMS Prime may result in cancellation of the prize, and the Partner in such a case is obliged to return the prize to CMS Prime.
22. Partner Loyalty Program prizes will vary depending on the Partner's country of residence. Where the specific prize is not available, Partner will be offered an alternative prize of the same value.
23. The following prizes are available as part of the Partner Loyalty Program:

#### **24. Prizes**

<b>Prize name</b>	<b>Prize description</b>	<b>Cash alternative, \$</b>
<b>\$500 Cash</b>	USD 500 cash transfer to Partner's account	---
<b>Smart phone</b>	An iPhone or any other smartphone available locally	USD 900 or local currency equivalent
<b>High-end Electronics</b>	Laptop, desktop computer, smart TV or home theatre available locally worth up to USD 2 000	USD 2 000 or local currency equivalent

<b>Luxury City Vacation for 2</b>	A trip for 2 people to a destination in Partner's country of residence. Trip dates to be agreed with the Partner. Included: Return economy flights for 2 people, transfers, accommodation in hotel, breakfasts.	USD 5 000 or local currency equivalent
<b>Luxury International Trip for 2 people</b>	International trip for 2 people to a destination selected from the list of destinations provided by CMS Prime. Trip dates to be agreed with the Partner. Included: Return economy flight for 1 person, transfers, accommodation in a hotel, and breakfasts.	USD 10 000 or local currency equivalent
<b>Super Car</b>	Super Car worth \$150,000 to be discussed between CMS Prime and the partner.	USD 70 000 or local currency equivalent

25. If the Partner already achieved multiple prize targets upon the start of the Program, he will only be eligible for the prize of the last (highest) level achieved.
26. Where the cash alternative is available and the Partner opts to receive it instead of the prize, such cash alternative will be transferred to the Partner via USDT or any other alternative payment method decided by CMS Prime.
27. Should the prize issued to the Partner be of less value than the maximum prize value listed above, the difference will not be paid additionally.
28. All local taxes and delivery costs will form a part of the overall prize budget and, as such, the full (total) prize price should be within the maximum prize value listed above.
29. All electronic products will be delivered in the original packaging via a courier service company to the nominated mailing address submitted by the Partner. The Partner agrees to comply with and be bound by all terms and conditions which the delivery of such prize may be subject to.
30. Cash prizes and cash alternative prizes will be credited to the account registered in the Partner's Portal. Cash prizes and cash alternatives can be withdrawn at any time using any of the locally available withdrawal methods.
31. The dates and exact itinerary for all travel prizes will be discussed directly with the eligible Partner. Travel prizes should be used within 6 months after being awarded to the eligible Partner.

32. CMS Prime reserves the right to, at any time and without notice, substitute any prize with another prize of similar value and/or specification as determined by CMS Prime. Prizes are given out on an “as it is” basis, and are not transferable, exchangeable, or redeemable for anything else. All warranties and representations in relation to the prizes are expressly excluded to the extent not prohibited by law.
33. CMS Prime and its associates and/or employees and/or affiliates take no responsibility for any product defects, damage, theft, delays or loss in transit, once the prize has been paid for by CMS Prime.
34. Except for any liability that cannot be excluded by law, CMS Prime (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way from the participation in the Program, including, but not limited to, where arising from the following: (a) any technical difficulties or equipment malfunction (whether or not under CMS Prime’s control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by CMS Prime) due to any reason beyond the reasonable control of CMS Prime; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by the Partner; or (f) use of a prize including attendance at events included as part of the prize.
35. CMS Prime's Partner Loyalty Program is set to run indefinitely. CMS Prime reserves the right at any time at its absolute discretion to terminate the Partner Loyalty Program. Should this happen, CMS Prime reserves the right to cancel the program immediately.
36. These Terms and Conditions are written in English and any other language translation is provided for convenience only. In the event of any inconsistency or discrepancy between the English text and its translation in any other language, the English text shall prevail.