

## INTRODUCING BROKER AGREEMENT

Please read the following agreement carefully, fill in the blanks where applicable, and sign at the end of every page.

This agreement is made on this [ ] Day of [ ] in the year of [ ] between CMS Prime, a brand of Capital Market Solutions, a financial firm registered in Saint Vincent and the Grenadines, (hereinafter called "CMS Prime") of the one part, and [ ] (hereinafter called the "IB") of the other part.

Whereby it is agreed as follows:

### **1. DURATION**

**1.01** This Agreement shall come into effect from the date hereof and shall continue, unless terminated:

- (a) By either party giving to the other 30 days' written notice to that effect; or
- (b) At any time by CMS Prime in accordance with clause "Termination" shall be without prejudice. To any outstanding or accrued obligations of the parties, and the IB's Confidentially under Clause 6.0, which shall survive termination

### **2. THE IB SERVICES**

**2.01** The IB Shall:

- (a) Endeavor to introduce persons: resident, incorporated, or carrying on business in relation in the Territory as financial futures and options business, foreign exchange, securities, contracts for differences, bullion, and any financial instruments offered by CMS Prime.
- (b) Fairly and accurately describe CMS Prime and CMS Prime Business and the service available from them to Customers.
- (c) Comply with any reasonable instruction or direction given by CMS Prime in relation to the IB Services.

- (d) Keep accurate written records of all Customers contacts and meeting, and make these available to CMS Prime for inspection at the IB's place of business and provide CMS Prime with copies on request; and
- (e) Perform the IB Services and other obligation hereunder at the IB's own cost and risk.

**2.02** For the avoidance of doubt the IB shall not Act as agent or Appointed Representative of CMS Prime or hold itself out having any authority to do so or to give advice, make any recommendation or give or accept any commitment guarantee or obligation for or on behalf of CMS Prime.

### **3. ADVERTISING**

The IB will not advertise or circulate to Customers or any other person written information concerning CMS Prime or CMS Prime's business without the express written approval of CMS Prime. Any cost of approved advertising being for the account of the account of the IB.

### **4. DELEGATION**

The IB may delegate performance of its day-to-day responsibilities in relation to the IB Services to its officers or employee but such delegation shall not relieve the IB of any obligations hereunder, and the IB shall remain fully responsible for performance of the IB Services and this Agreement generally by such officers and employees.

There shall be no sub-delegation or right of assignment of the obligation or terms and conditions herein by IB to any third party service provider, regardless of its affiliation with the IB, unless prior written approval of CMS is obtained. In the event of any approved delegation or assignment, all obligation of the IB herein shall be jointly served with the assigned party.

### **5. DEALING WITH CUSTOMERS**

**5.01** The IB will agree with its customers that in order to give trading instructions and orders on their behalf to CMS Prime, client and IB both will have to sign separate agreement allowing IB to do the same.

**5.02** The IB agrees that in relation to Customers it will at all times:

- (a) Provide prompt, effective and accurate communication between the Customer and CMS Prime;
- (b) Act in accordance with the Customers authorization and instructions including any limitation;
- (c) Keep the Customer fully informed of the state of such Customers account with

CMS Prime; and

- 5.03** Notwithstanding the foregoing, for the avoidance of doubt CMS Prime will have no liability to Customer's or the IB for an advice, decision or recommendation given or made by the IB to any Customers and the IB will indemnify CMS Prime from any loss or liability arising from any such advice, recommendation or decision or from any delay, default or neglect by the IB in relation to any Customer services.

## **6. CONFIDENTIALITY**

The IB shall keep confidential all information it receives about CMS Prime' business including the identity of Customers and their transaction with CMS Prime except for disclosure properly required of this Agreement.

## **7. COMMISSION AND EXPENSES**

- 7.01** As consideration for the IB Services and all other obligation of the IB please refer to Appendix for IB commission on business transacted
- 7.02** The IB shall bear all cost and expenses incurred in performing the IB Services, Except for specific travel or promotional costs incurred with CMS Prime' express prior approval.
- 7.03** CMS Prime will credit commission (and any other returns) accrued on closed of business to the IB's Commission Account in the books of CMS Prime as soon as possible after the last day of the month in which such a commission or returns accrued and will provide to the IB with the monthly statement of the amount standing to the credit of the IB's Commission Account from time to time.
- 7.04** The IB may request payment of any sums standing to the credit of the Commission Account and subject always to clause 8.01, and CMS Prime will make such payment accordingly. Credit balance on the IB's Commission Account shall not earn interest.

## **8. CREDIT RISK**

- 8.01** The IB agrees to indemnify CMS Prime from any losses. Liabilities, actions, costs, claims, damages or demands ("Customer Liabilities") arising from any delay or default by any Customers in paying any margin call, clearing any adverse balance on that Customer's account with CMS Prime or in other performance of any other obligation or payment due to CMS Prime.

**8.02** In the event of the IB having (or in Capital Market Solution's reasonable opinion being likely to have) any indemnity liability under clause 8.01:

- (a) CMS Prime may without any notice, hold further payments of commission to the IB until the Customer has paid such margin call or cleared such adverse balance or other obligation in full in accordance with the applicable Customer Account Agreement or terms of business of CMS Prime; and
- (b) If such margin call, adverse balance or other obligation or payment by the Customer has not been paid, cleared or performed in full within five (5) days of CMS Prime's request. CMS Prime may without further notice set off and apply any accrued commission (or commission subsequently accrued) to the IB in or towards settlement of the Customer's liability and such application shall to that extent discharge or reduce (as the case may be) the IB's indemnity liability under clause 8.01.
- (c) The withholding of any commission shall not be construed as penalty and may be released upon satisfying CMS of the resolution and settlement of claims.

## **9. TERMINATION**

**9.01** CMS Prime may terminate this Agreement without written notice to the IB immediately upon the happening of any of the following events in relation to the IB:

- (a) The IB ceasing for any reason to provide IB Services or in CMS Prime's opinion become incapable of doing so for any reason (including but not limited to sickness or non-availability of staff) ;
- (b) Any liquidation, insolvency, receivership (or like process in any jurisdiction) of or in relation to the IB or its assets or the IB ceasing to pay its debts in the ordinary course of business; The IB being in breach of any of the terms, conditions or warranties of this agreement and;

**9.02** On termination for whatever reason all authority of the IB to deal with CMS Prime shall cease and the IB will immediately return to CMS Prime all documents, brochures, business cards, call reports or other material in the IB's possession relating to the IB Services. Termination will not affect accrued or continuing rights and obligations.

## **10. GENERAL**

**10.01** This Agreement is personal to the IB and may not be assigned, transferred, or used as security.

**10.02** Nothing contained herein or contemplated hereby shall constitute or be deemed to constitute the relationships of partnership or joint venture between CMS Prime and the IB or employment between CMS Prime and any officer or employee of the IB.

**10.03** No amendment to this Agreement will be effective unless in writing signed by both parties.

## **11. LAW**

CMS Prime is a brand of Capital Market Solutions, a financial services firm registered in the Saint Vincent and the Grenadines. This Agreement shall be interpreted and construed according to and be governed by the laws of the country of Saint Vincent and the Grenadines. The parties hereto submit to the exclusive jurisdiction Saint Vincent and the Grenadines.

**Registered Email Address:** \_\_\_\_\_

**Registered Phone Number:** \_\_\_\_\_

**In witness whereof, the parties hereto have put their hands the day and year first above written.**

Authorized signatory for and on behalf of CMS Prime:

**Signature:** \_\_\_\_\_

**Date:**

Authorized Signatory for and on behalf of the [IB]:

**Signature:** \_\_\_\_\_

**Date:**