



Capital Markets Giants

# Capital Markets Giants LTD

---

**CMGFX LTD AGREEMENT**

---



## Capital Markets Giants CMGFX LTD Agreement

### **Instructions to open your account**

To complete your application, please follow these instructions:

Read this Account Opening Form, the General Terms and Conditions, the Special Terms and Conditions for Forex and the Forex Risk Disclosure Statement.

Print out and sign this Account Opening form and the forex risk disclosure statement.

Collect a certified true copy of a valid passport or other official ID document for each account holder.

### **Note:**

Your passport or ID copy must be certified by a notary public or an official governmental authority which usually delivers such certification (certified true copy).

Signature and photography must also be visible on the copy.

The certification must not be older than 12 months.

Collect a proof of residence (such as an electricity or fixed-line phone bill) less than 6-month old for each account holder.

Send back the signed Account Opening Form, the signed Forex Risk Disclosure Statement, the certified true copy of your passport/ID and the proof of residence to: [info@cmgfx.com](mailto:info@cmgfx.com)



## 1. Personal information

---

### 1.1. Personal details

First name: .....

Family Name: .....

Date of birth: .....

Marial status: .....

Nationality: .....

### 1.2. Legal address

Street: .....

Post code: .....

City: .....

Country: .....

### 1.3. Contact details

Phone Number: .....

Mobile phone number: .....

Email address: .....

## 2. Client details

---

### 2.1. Professional activity

Employment status: .....

### 2.2. Important public function

Important public function?      Yes       NO

If yes, please specify: .....



**3. Account information**

---

Trading platform(s): .....

Account currency: .....

Estimate initial deposit: .....

**4. Beneficial owner**

---

The Client (the contracting partner) hereby declares that:

He is the sole beneficial owner of the assets deposited in the Account(s) with the company covered by this Account Opening Form.

OR:

The beneficial owner of the assets deposited in the Account(s) with the Bank covered by this Account Opening Form is the person listed below.

For an individual please specify: first name, family name, date of birth, address (including country of residence) and nationality.

For a company, please specify: name of the company, legal form, country and date of incorporation, registered office and type of business.

First name: .....

Family Name: .....

Date of birth: .....

Nationality: .....

Country: .....

City: .....

Street: .....

Postal Code: .....

The Client undertakes to immediately inform the company of any changes.



**Instructions:**

The beneficial owner is the person who is the actual, ultimate owner of the assets deposited. The beneficial owner does not necessarily have to hold a power of attorney or signing authority for the business relationship.

This form cannot be accepted if it contains information which is imprecise or has been crossed out or otherwise deleted.

If there are multiple beneficial owners, please complete a separate form for each beneficial owner. By signing this Account Opening Form, the Client confirms that:

he has read and understood and fully accepts this Account Opening Form, the General Terms and Conditions, the Special Terms and Conditions for Forex and the Forex Risk Disclosure Statement.

Any other Account opened in his name with the company in connection with a Forex Platform shall be governed by the above-mentioned documents, in their latest version;

Any information contained in this Account Opening Form and/or provided by the Client within the account opening process (as amended by the Client from time to time) is also applicable to the other accounts opened with the company in connection with a Forex Platform, except if otherwise indicated by the Client; he understands and accepts the risks related to Forex trading, as described in the Forex Risk Disclosure Statement.

He has read and understood the information on the company's website regarding the leverage effect, the margin requirements and the automatic liquidation of positions.

The information contained in this Account Opening Form and/or provided by the Client within the account opening process is true and complete, any signature provided is genuine and any and all copies provided are true copies of the original documents should any information contained in this Account Opening Form and/or provided by the Client within the account opening process change, he must inform the company immediately.

The company reserves the right to request from the Client additional information and documents in order to satisfy legal and regulatory requirements and/or internal policies, and the Client agrees to comply with such requests; has not been provided with any recommendations/advice from the company to open an account and the Client requests such account opening on his own initiative and without any solicitation from the company, the definitions contained in the General Terms and Conditions, the Special Terms and Conditions for Forex and the Forex Risk Disclosure

Statement shall apply to this Account Opening Form, this Account Opening Form, the General Terms and Conditions, the Special Terms and Conditions for Forex and the Forex Risk Disclosure

Statement shall exclusively be governed by and construed in accordance with substantive UK laws.

First Name and Family Name: .....

Date: .....

Signature: .....



## Forex Risk Disclosure Statement

### GENERALITIES

This Forex Risk Disclosure Statement provides a description of certain risks associated with Forex Transactions. It does not disclose or explain all of the risks and other significant aspects involved in Forex Transactions. This Forex Risk Disclosure Statement is not a substitute for the advice of a financial expert.

This Forex Risk Disclosure Statement forms an integral part of the Special Terms and Conditions for Forex and, thus, of the Agreement. Except if otherwise stated herein, the definitions set out in the General Terms and Conditions and the Special Terms and Conditions for Forex shall apply for the purposes of this Forex Risk Disclosure Statement.

This Forex Risk Disclosure Statement shall be read in conjunction with the General Terms and Conditions and the Special Terms and Conditions for Forex, the Company's website, the Trading Rules and the various prospectuses, fact sheets and other information sheets available on the company's website or on any Forex Platform, which describe in more detail the risks associated with Forex Transactions.

### MAIN RISKS

Forex Transactions are highly speculative, involve an extreme degree of risk and are generally suitable only for persons who can assume and sustain a risk of loss in excess of their Forex Margin. Forex Transactions may, by their nature, generate losses that are in theory unlimited. In the absence of prior intervention, the loss could greatly exceed all the Client's assets deposited with the company.

Forex Transactions are in particular highly speculative because of the significant leverage effect that can be used in such Forex Transactions. The Client can open positions for an amount much higher than his Forex Margin. A small movement in prices can generate a considerable gain or loss.

As an example, let us assume that the Client wishes to invest EUR 10,000 in order to open a EUR/USD position with a leverage effect of 10. The Client's EUR/USD position will be 100,000. If the EUR falls in value by 1% against the USD, the Client's loss will be as much as EUR 1,000, i.e. 10% of the Client's invested amount.

While Forex Transactions sometimes offer opportunities for high profits, they at the same time bear a high risk of losses since small variations in the prices can lead to a considerable loss. In other words, the greater the leverage effect, the greater the chance of gain and the risk of loss. The Client should use the leverage effect that is suitable to him. The company does not examine whether the leverage effect used by the Client is suitable or recommended in view of the Client's situation.

The Client may wish to increase the Forex Margin very quickly in order to maintain his Open Position and avoid it being automatically liquidated. However, fluctuations in prices are often so rapid that the Client's Open Position will be liquidated automatically without the Client having time to increase the Forex Margin. The Client also understands that a reduction in the leverage effect may lead to the automatic liquidation of his Open Positions.

As soon as a position is opened on the Forex Platform, the Client understands that it is the Client's sole responsibility to keep himself informed of the maximum applicable leverage effect and to take all consequent decisions.



The Client recognizes and accepts that the company has the right to alter the maximum leverage effect at any time, without notice, for a definite or indefinite period or for clients or client groups of its choice. The Client recognizes and accepts that an alteration to the maximum leverage effect of the Client may bring about the automatic liquidation of his Open Positions.

The exchange market, the bullion market and the markets for the other underlying assets of Forex Instruments are extremely volatile. The movements of these markets are unforeseeable.

These markets may also experience periods of decreased liquidity or even periods of illiquidity. This liquidity risk may affect all the participants in the market or specifically the company, in particular if there are changes in the liquidity provided by the company's counterparties. A lower liquidity may result in very rapid and hectic price movements, in wider spreads and/or in higher rejection rates. Forex Transactions aimed at excluding or limiting the risks arising from Open Positions, whether performed by the Client or by the company, may therefore not be feasible or may only be so at a very unfavorable price.

The Client's sole counterparty for all the Forex Transactions is the company. The Forex Transactions are not conducted via an exchange, multilateral trading facility or any similar organization.

All Open Positions can only be closed with the Bank.

Forex Transactions involve for the Client the risk to lose in a very short time all his assets deposited with the Bank and, in some cases, an amount higher than the assets deposited with the Bank, creating a liability of the Client towards the Bank for the uncovered amount.

## **OTHER RISKS**

In exceptional circumstances or other undesirable situations, the market rules applicable to Forex Transactions may offer wide powers to the markets, clearing houses, bodies, organisations and companies that issued the said market rules which, if exercised, may considerably impact the Open Positions of the Client or his ability to carry out Forex Transactions.

Various events may arise over a week-end or, more generally, outside the Business Days, which may cause the markets to open at a significantly different price from where they closed. Orders cannot be executed outside the Business Days. This may cause considerable losses. Stop loss orders (as defined on the company's website or on the Forex Platforms) may be executed at prices significantly worse than the price desired by the Client. The Client's open Orders may also not be cancelled outside the Business Days or outside the hours of operation of the Forex Platforms.

The insolvency of the company or a custodian or counterparty used by the company may result in the Client's Open Positions being liquidated against his wishes or without the Client being consulted and without prior notice.

The risks associated with Forex Transactions are even higher if the said Forex Transactions are made on currencies or other underlying assets directly or indirectly connected with emerging markets. Indeed, many emerging markets lack a strong infrastructure. Telecommunications are generally poor, and banks and other financial systems are not always well developed, well regulated and well integrated. These countries may also have considerable external debt which could affect the proper functioning of their economies with a corresponding adverse impact on the performance of their markets.



Tax regimes may be subject to the risk of a sudden imposition of arbitrary or onerous taxes, which could adversely affect investors.

Forex Transactions bear risks inherent to Internet and technology, as described in the General Terms and Conditions. Such risks include risks associated with latency, which the Client shall reduce by ensuring that his IT and mobile devices used for carrying out Forex transactions benefit from the fastest possible internet connectivity.

For any further information regarding the risks, the Client should refer to the brochure "Special risks linked to securities trading" available on the company's website, in particular the page related to the risk in investing in commodities.

### **CLIENT'S SITUATION**

In the light of the risks described in this Forex Risk Disclosure Statement, the Client should carry out Forex Transactions only if he understands the nature of such Forex Transactions and the extent of his exposure to such risks, and if such Forex transactions are suitable for him. Forex Transactions are not suitable for many members of the public.

The Client undertakes to analyse his personal (in particular financial and tax) situation carefully before trading in Forex Instruments. The Client confirms that

he has the necessary financial resources for all the Forex Transactions that he carries out or Orders to be carried out. The Client will only invest assets that he can afford to lose without having to change his standard of living, and the Client will cease trading in Forex Instruments if his personal situation no longer permits it. The Client understands that only assets that are not required for meeting the current expenses of his household and that are proportionate to his income and other assets should be placed at risk by Forex Transactions. The Forex Margin may be considered by the Bank as "risk capital". The Client understands that he should not carry out Forex Transactions if he is seeking a regular or a safe return.

The Client is solely responsible for deciding whether the Forex Transactions that he carries out are suitable in view of his personal (in particular financial and tax) situation, his investment objectives and other relevant circumstances. The Client further agrees that Forex Transactions is certainly not suitable for retirement funds.

In case of doubt, the Client should seek independent financial advice.

### **MANAGEMENT AND MONITORING OF OPEN POSITIONS**

The Client is solely responsible for the management and monitoring of his Open Positions and open Orders.

In order to limit the extent of the risks, the Client may want to consider using different types of orders, such as Stop orders, Trailing Stop orders, One Cancels the Other (OCO) orders, If Done orders or If Done One Cancels the Other orders, as defined on the Company's website or on the Forex Platforms. The Client acknowledges that placing such Orders may not necessarily guarantee limitation of the risk since, in certain market conditions, such Orders may not be executed. Indeed, depending on the circumstances, such as the liquidity available on the market, the company will not be able to execute





such Orders at the price the Client desires, and the company shall not be liable for that. The Client remains responsible for any Forex Transaction executed at prices that differ from his Order.

The Client acknowledges that he shall frequently consult his Account, and in particular continually monitor the Forex Margin when he has one or several Open Positions or open Orders in his Account.

The Bank has no obligation to cease entering into Forex Transactions when the Client suffers losses and/or the assets on the Account decrease, even substantially.

### **CLIENT'S CONFIRMATIONS**

As of the date of the opening of the Account, the date of any Transaction in relation to the Account and any date on which the Agreement or any part thereof is revised, updated or amended, the Client confirms to the company and agrees to the following for the benefit of the company that:

The Client acknowledges and understands that trading in Forex Instruments is highly speculative, involves an extreme degree of risk and is generally suitable only for persons who can assume and sustain a risk of loss in excess of their Forex Margin.

The Client acknowledges and understands all the risks associated with Forex Transactions, in particular the risk resulting from the use of a significant leverage effect, the volatility of the markets, the liquidity risk, the legal risks resulting, in particular, from the market rules applicable to Forex Transactions, the technology risks and any other risks that may lead to a loss or any other Damage. The Client confirms that he is willing to assume these risks.

The Client acknowledges that he has read and understood the General Terms and Conditions and the Special Terms and Conditions for Forex, as well as the information contained in the documents to which these Special Terms and Conditions for Forex refer, and in particular the company's website, the Trading Rules and the various prospectuses, fact sheets and other information sheets available on the company's website or on any Forex Platform.

The Client in particular confirms that he has understood the explanations about any restrictions to use Forex Platforms, the leverage effect and the modification of the maximum leverage effect, the Required Margin and the Automatic Liquidation System, as explained in the Special Terms and Conditions for Forex and other documents to which the Special Terms and Conditions for Forex refer. The Client also confirms that he has understood and accepts the role of the company within the Forex Transactions and the risks and conflicts of interest related thereto.

The Client acknowledges and accepts that the Bank is entitled to liquidate his Open Positions that are not adequately margined and the Client will be

Liable for all losses as a result of such liquidation. The Client acknowledges that the company reserves the right to change the Liquidation Percentage at its sole discretion.

The Client confirms that neither the company nor its directors, managers, officers, employees, agents and other representatives guaranteed or guarantee to the Client that Forex Transactions will generate profits for the Client. Moreover, past yields and profits are no indication of future performance.



The Client acknowledges and understands that, in some cases, an amount higher than the assets deposited with the company can be lost, in which case he will be liable towards the company for the uncovered amount.

The Client confirms that the Forex Transactions he will carry out are suitable for him.

**GOVERNING LAW AND JURISDICTION**

This Forex Risk Disclosure Statement, as well as the General Terms and Conditions and the Special Terms and Conditions for Forex, shall exclusively be governed by and construed in accordance with substantive UK law. The place of performance, the place of enforcement against Clients residing abroad and the exclusive place of jurisdiction for any dispute arising from or in relation to this Forex Risk Disclosure Statement, the General Terms and Conditions and the Special Terms and Conditions for Forex, shall be at the seat of the courts of the UK. However, the company reserves the right to bring such proceedings before the competent courts having jurisdiction at the Client’s place of residence or domicile or before any other competent court, in which case substantive UK law shall remain exclusively applicable.

I declare that I have read, understood and accepted this Forex Risk Disclosure Statement, the General Terms and Conditions and the Special Terms and Conditions for Forex.

First Name and Family Name: .....

Date: .....

Signature: .....



---

## Client Requests and Instructions

---

The Company processes and executes Client requests and instructions in accordance with the Regulations.

The Company is entitled to decline a Client's request or instruction if any of the conditions set out in the Regulations have not been satisfied before the request or instruction is processed by the Company.

However, the Company may, at its sole discretion, accept and execute the Client request or instruction, notwithstanding that the lack of compliance with the Regulations.

If the Company executes the Client request or instruction and subsequently becomes aware of a breach of the conditions of the Regulations, the Company may act in accordance with the Regulations.

### Failure to fulfill obligations

Each of the following constitutes an instance of failure to fulfill obligations:

Client's failure to provide any amount due under the Regulations.

Client's failure to fulfill any obligation due to the Company.

The initiation of proceedings by a third party for the Client's bankruptcy (if the Client is an individual) or for the company's liquidation (if the Client is a legal entity), or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a legal entity), or (in both cases) if the Client makes a contract or an arrangement with their creditors concerning the settlement of their debt or any other analogous procedure is initiated regarding the Client.

Client's inability to pay debts when they fall due; if the Client dies or becomes legally incompetent, and any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action.

If an instance of failure to fulfill obligations occurs in relation to the Client's, the Company may, at its sole discretion, at any time and without prior written notice, take one or more of the following steps:

- Close out all or any of the Client's open positions at the current quote
- Debit the Client's account for amounts owed to the Company
- Close any or all of the Client's accounts held within the Company
- Refuse to open new accounts under the Client's name.

### Representations and Warranties

The Client shall represent and warrant that:

all information presented in this Agreement, the Regulations and the Client Registration Form is true, complete and accurate in all material respects; the Client is duly authorized to enter into this Agreement, to issue instructions and requests and to fulfill his/her obligations.



## Terms and Interpretation

In this Agreement or any Regulations:

- "Advance Payment" shall mean the deposit of funds by the Client to pay for future expenses.
- "Ask" shall mean the higher price in a quote. The price the Client may buy at.
- "Base currency" shall mean the first currency in the currency pair, against which the Client buys or sells the quote currency.
- "Balance" shall mean the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.
- "Bid" shall mean the lower price in a quote. The price the Client may sell at.
- "Business Day" shall mean a working day from Monday till Friday.
- "Client Account" shall mean a Transitory Account, trading account, partner account, Manager's account, Investor's investment accounts and other accounts opened by the Client at the Company.
- "Client's Authorized Person" shall mean: an individual over 18 years of age, citizen and/or tax resident of any country, except for those countries in which the Company does not offer the given service, authorized to perform or receive non-cash (bank and/or electronic) transfers on behalf of the Client, for the purpose of crediting funds to the Client's Account or withdrawing funds from the Client's Account.

A legal body or entity of another business legal structure, organized under the existing laws of any country, except for those countries in which the Company does not offer the given service, authorized to perform or receive a non-cash (bank or/and electronic) transfer on behalf of the Client for the purpose of crediting funds to the Client's Account or withdrawing funds from the Client's Account.

- "Client's External Account" shall mean the bank and/or electronic account of the Client or the Client's authorized representative.
- "Client Terminal" means the program or third party application which connects with the Server according to the FIX Protocol. It is used by the Client to obtain information on financial markets (the extent is determined by the Company) in real-time, to perform technical analysis, make transactions, place/modify/delete orders, as well as to receive notices from the Company. These programs can be downloaded on CMGFX LTD website free of charge.
- "Company News page" shall mean the page on the Company's website where news is displayed.
- "Contract Specification" shall mean the principal trading terms (spread, lot size, minimum position volume, initial margin, margin for locked positions etc.) for each instrument.
- "Credit" shall mean the deposit of funds to a Client's Account to perform trading operations. Credited funds cannot be withdrawn.
- "Currency pair" shall mean the object of a transaction, based on the change in value of one currency against another.
- "Electronic Payment System" shall mean a payment system operating with electronic money.
- "Equity" shall mean the current composition of the trading account. The formula to calculate Equity is:  $\text{Balance} + \text{Floating profit} - \text{Floating loss}$ .



- “Floating profit/loss” shall mean non-fixed profit/loss on open positions at current market prices.
- “Force majeure” shall mean lack of conformity of the terms and conditions of the Company and the terms and conditions of the counterparty, current market situation, possibilities of software or hardware of the Company or other situations which cannot be foreseen.
- “Free margin” shall mean funds on the trading account which may be used to open a position. The formula to calculate free margin is: equity - necessary margin.
- “Fund Deposit Notification” shall mean a notification sent via the Client’s CMGFX LTD account on the Company website to credit funds to the Client’s Account.
- “Hedged margin” shall mean the amount required by the Company to open and maintain locked positions. The details for each instrument are in the contract specifications.
- “Inactive Trading Account” shall mean a Client's trading account which has not had an open position, pending order, or transaction in a 6 month period.
- “Indicative quote” shall mean a quote at which the Company shall not accept any instructions from the Client.
- “Initial margin” shall mean the margin required by the Company to open a position. The details for each instrument are in the contract specifications.
- “Instruction” shall mean the Client’s order to the Company to open/close a position or to place/modify/delete an order.
- “Instrument” shall mean any currency pair.
- “Internal Fund Transfer Request” shall mean an instruction given via the Client’s CMGFX LTD account on the Company website to withdraw funds from the Client’s Account to another Account open within the Company the Client acts as principal.

the Client is the individual who submitted the Client Registration Form or if the Client is a legal entity, the person who provided the Client Registration Form on the Client's behalf is duly authorised to do so; and all actions performed under the Regulations will not violate any law, ordinance, charter, by-law or rule applicable to the Client or in the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or that concerns any of the Client’s assets.

Any trading systems used by the client are not targeted at exploiting any weakness in the company's software.

**After reading and approving**

First Name and Family Name: .....

Date: .....

Signature: .....