



CM

I N D E X

RISK DISCLAIMER

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1. Leverage

- 1.1 High Leverage and low Margin can result in significant losses due to small price fluctuations in the traded products. High Leverage allows the Customer to assume more risk, magnifying both losses and profits; which can result in loss up to and more than Deposits and Margin. The Customer must consider that if the trend on the market is against him/her the Customer may sustain a total loss of the initial margin funds and any additional funds deposited to maintain open positions. The Customer is responsible for all his/her risks, financial resources he/she uses, and for the chosen trading strategy.
- 1.2 Foreign Exchange and any other Over-the-Counter ("OTC") derivative product (Traded Contracts) trading is highly speculative and is only suitable for Customers who understand and are willing to assume the economic, legal, and other risks involved, and are financially able to assume losses up to or over Margin or Deposits. The customer hereby certifies that the Customer understands these risks and that the Customer is willing and able financially and otherwise to assume the risks of Traded Contracts Trading and that loss of the Customer's entire Trading Account Balance will not result in a negative change to the Customer's lifestyle. Opening a Trading Account to speculate or assume the risk of any sort on Traded Contracts and other products through the Over-the-Counter ("OTC") market provided by "CM Index LTD" on a "pot" basis means assumptions of the following risks:

2. Quotes and Margin

- 2.1 Quotes and Margins are set by CM Index LTD and may differ from other firms. CM Index LTD will exercise discretion in setting and collecting Margin. CM Index LTD is authorized to convert funds in the Customer's Trading Account for Margin into and from such foreign currency at a rate of exchange determined by CM Index LTD in its sole discretion based on then-prevailing money market rates. The Customer must maintain the minimum Margin Level requirement on Customer's Open Positions at all times. The Customer assumes the responsibility to monitor the Customer's Required Margin. CM Index LTD has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained. To avoid a Margin Call it is highly recommended to maintain a Margin Level of 1000% or greater.

3. Risk Reduction

- 3.1 Stop Loss Orders or Stop Limit Orders, which are intended to limit losses may reduce the losses incurred by price fluctuations, however, such orders may not be able to execute under certain abnormal market conditions.

4. Product Risks

- 4.1 The profit and loss in any given Transaction may be affected by a currency rate that is used to convert to the Accounts base currency. Accounts shall be opened in the following currencies: USD/EUR as stated by the Customer and accepted by CM Index LTD.

5. Technical

- 5.1 The Customer is responsible for any technical issues sustained on the Customer's side. These issues include but are not limited to:
 - (a) Failure of Customer's hardware, software, or internet connection;
 - (b) Improper operation of Customer equipment
 - (c) Improper settings on the Customer's Terminal
 - (d) Delay of Customer Terminal updates
 - (e) MetaTrader Failure on Customer's Computer
- 5.2 The Customer acknowledged that at the moment of peak load there may be some difficulties in getting telephone communication with the duty operator, especially on the fast market (for example, when key economic indicators are released).

6. Transmission

- 6.1 The Customer acknowledged that once a Transmission is made from the Client Terminal and enters the execution queue and begins being processed it cannot be cancelled. Any other instruction about the Transmission will be ignored until the Transmission is completed. The customer should always verify thoroughly the details of Volume, Product, and Price Level before submitting any Transaction. All transactions are performed on a First-In-First-Out basis.

7. Trading Agents

- 7.1 If the Customer grants trading authority to a third party, the “Trading Agent”, whether, on a discretionary or non-discretionary basis, CM Index LTD shall in no way be responsible for reviewing the Customer’s choice of such Trading Agent. CM Index LTD is in no way liable for any losses incurred by such a party and any disputes that may arise will be resolved between Customer and Trading Agent. In the case of an unnamed Trading Agent on the Customer’s CM Index LTD is not liable for rejecting any instruction from a non-authorized party on the Customer’s Trading Account.

8. Phone Communication

- 8.1 The Customer understands that during peak trading hours the Customer may experience some difficulties in contacting CM Index LTD due to high volume. CM Index LTD cannot be held liable for any disruptions in service due to any Force majeure.

9. Human Errors

- 9.1 The Customer understands that any error that is made by a CM Index LTD employee that results in any position opened at an “untraded” price cannot be honoured and will subsequently be deleted.

10. Bankruptcy

- 10.1 In case of Bankruptcy creditors retain priority. All transactions entered into with CM Index LTD by the Customer are not traded on an exchange. Therefore, under the regulating code of law, the Customer’s funds may not receive the same protections as funds used to guarantee exchange-traded futures or options contracts. If the company becomes insolvent, the Customer’s claim for deposits and profits may not receive priority. The customer is a general creditor and will be paid as such from any monies still available after priority claims are paid.

11. Force Majeure

- 11.1 In case of Force Majeure the Customer shall accept the risk of financial losses.