

## CSCM CLIENT RELATIONSHIP AGREEMENT

### Terms and Conditions of your current and future Accounts

The terms and conditions of your relationship with us are stated in this Client Relationship Agreement, the Agreements and Disclosures booklet, CSCM forms you sign, and other agreements and disclosures we provide. These documents are incorporated by reference and together they form the entire agreement between you and us with respect to your Accounts. They are collectively referred to as the "Agreement."

If you are an "Individual Wealth Management Client" we provided you with disclosure documents to comply with the FINMA AML Documentation and Regulation Best Interest disclosure requirements (available at [www.CSCM.ch/login](http://www.CSCM.ch/login) respectively). These documents do not create or modify any agreement, relationship, or obligation between CSCM (or your financial professional). Please consult your CSCM agreements for all terms and conditions controlling your account and relationship with us.

To confirm that our records are accurate, after you open an Client Account we will send you a record of the information you provided to us. Please retain these documents for future reference since they contain important information regarding your Accounts.

**This Agreement applies to all of your Accounts including your existing Accounts and any Accounts you may open in the future** at Service Partners, Banks, Brokers or any other entity relying on trading of crypto currencies, Futures, ETF, Forex, Indices, Metals or other Options, or any other introducing broker-dealer that has a clearing agreement with CSCM. As a result, some of the information in the Agreement may not apply to you now.

You may be able to open additional Accounts or add services and features without signing additional agreements. In such instances, upon approval of your Accounts, features and/or services, we will confirm your requests in writing and send you any updates or amendments to the Agreement and any required disclosures you have not already received. Any authorization you give us will remain in effect until a reasonable time after you notify us to terminate the feature or service.

Your initial acceptance of the Agreement and your continued use of your CSCM Accounts will serve as your agreement to the application of the Agreement including any updates and amendments to all of your Accounts.

The accounts and services we offer may change over time and not all products and services are available in all countries. We may change our Agreement with you at any time by sending you a written notice of the change, and the changes will be effective on the date of the notice unless we specify a later date. We also may cease to offer services at any time without prior notice. If you do not agree to the terms and conditions, you may cancel the applicable feature or service or close your Account. No changes made by you to the Agreement will become effective unless agreed to in writing by us.

Certain types of transactions such as those involving a commodity interest or options require that you complete additional agreements and that we approve your Accounts for those types of transactions.

### Your Relationship with Us

Circle Square Capital Management AG is registered and regulated with the Switzerland Financial Authorities (FINMA) as financial institute, as a broker-dealer and an investment adviser, offering both brokerage and investment advisory services.

When we act as a broker-dealer, we will effect transactions for your brokerage accounts only as instructed by you, and neither CSCM nor your Financial Advisor will have any discretion over your Accounts. Unless we separately agree in writing, we do not monitor your brokerage accounts and you make the ultimate decision regarding the purchase or sale of investments. When we make a recommendation for your brokerage Accounts (including a recommendation to open a brokerage account or to roll over assets or transfer assets from a retirement or other account to a brokerage account), we are acting in our capacity as a broker-dealer.

When we act as an investment adviser, we have a fiduciary relationship with you under the Investment Advisers Act of 1955. When we provide advice to you in your advisory account (including a recommendation to open an advisory account or to roll over assets or transfer assets from a retirement or other account to an advisory account), we are acting in our capacity as an investment adviser. We will monitor your investment advisory accounts as appropriate and provide you with an annual review and performance report.

*This column contains important definitions applicable to our Agreement with you.*

*"Accounts" refers to all securities accounts, brokerage accounts, margin accounts, deposit accounts, investment advisory or other accounts you open with CSCM Financial Services Inc. now or in the future.*

*"Individual Wealth Management Client" is a natural person, or the legal representative of a natural person, who receives a recommendation from CSCM uses it primarily for personal, family or household purposes.*

*"You", "your" and "yours" refer to you as a client of CSCM. "CSCM", "we", "us", "our" and "ours" refer to CSCM Financial Services and unless we indicate otherwise in this Agreement, its successor firms, correspondents and Affiliates, including its parent company.*

*"Affiliates" refers to Funds Manager, Trader, Services Partner, Sales Agents or contracted Sales Partners.*

### Our Role and Fiduciary Acknowledgement

Effective December 20, 2021 CSCM is providing the following acknowledgment to you. When we provide investment advice to you, a special rule that requires us to act in your best interest and not put our interest ahead of yours.

- Meet a professional standard of care (give prudent advice);
- Not put our financial interests ahead of yours (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

### Limitations

This fiduciary acknowledgment does not create an ongoing duty to monitor your accounts or create or modify a contractual obligation or fiduciary status under state law. For Example

- Communications consisting of general information and education about the financial markets, asset allocations, financial planning illustrations and scenarios or the advantages and risks of particular investments. This also includes general information and educational materials we may provide regarding options and alternatives that should be considered when deciding whether to roll over or transfer retirement accounts to CSCM;
- Recommendations we provide with respect to accounts that are not retirement accounts (this includes taxable accounts);
- Transactions you enter into that are unsolicited or self-directed (i.e. where CSCM does not provide a recommendation);
- Recommendations that you execute at another financial institution.

### Representations

By your signature agreeing to this Client Relationship Agreement and/or your maintaining Account(s) at CSCM, you make the following representations:

- You are at least 18 years old or have reached the age of majority according to the laws of the jurisdiction in which you reside and the laws of the State of New York.
- You have notified us, as required by law, if you, your spouse, your immediate family or any beneficial owner of the Account(s) are or become employed by or affiliated with any of the following: a member firm of FINMA or other exchange, or securities or commodities exchange, self-regulatory organization financial institution or any of their affiliated organizations or CSCM's independent auditor. You agree to notify us promptly of any changes. You agree that CSCM may provide duplicate account statements or confirmations to such entity.
- You acknowledge that (i) you can read and fully understand English or will seek independent counsel and support from your legal advisor or seek translation assistance, independently of CSCM, prior to entering into any written agreement with CSCM; (ii) that written documents, agreements, and information (collectively referred to as "Materials") concerning your relationship with CSCM, including but not limited to products, services, transactions, and other account details, will typically be provided to you in English; and (iii) on occasion we may provide certain Materials to you in Mandarin, Spanish, or Portuguese, as applicable. You understand and agree that the English version of any Materials or other documents from CSCM will prevail, notwithstanding that any verbal conversations may have been in a language other than English.
- You understand and agree that if we receive conflicting or inconsistent instructions from any persons authorized on the Account, we may refrain from taking any action with respect to the Account until the conflict is resolved, as determined in our sole discretion.
- If the named accountholder is an entity, the entity is duly authorized to conduct business in the jurisdiction from which it transacts business.
- No one other than you, and the individuals named in your account opening documents, has or will have an interest in your Account unless you notify us in writing and CSCM Financial Services Inc. agrees to continue to carry the Account.
- If this account is beneficially not owned by any person who is a U.S. Securities and Exchange Act Section 16 reporting person of a U.S. public company, you represent that no funds or assets belonging to such U.S. public company, or any entity affiliate of such U.S. public company, will be invested through this Account.
- All of the personal and financial information you have provided to CSCM is true and accurate, and you will notify CSCM promptly of any material changes, particularly the information regarding your residence, financial situation, investment objectives, risk tolerance or tax status
- You understand that CSCM provides financial and investment services only and does not provide legal or tax advice.
- All reporting and tax associated obligations, including compliance with foreign investment and exchange control rules, have been and will continue to be fulfilled by you and all beneficial owners in the relevant jurisdictions, as applicable, with respect to any assets deposited or held in the Accounts.
- If you are entering into this Agreement as executor, trustee, conservator, guardian, custodian, agent under a power of attorney, or on behalf of an entity, or other fiduciary such as an employer of an employer-sponsored entity.
- You will not use the CSCM Account statement as a substitute for any accounting or other information you are required to send to the principal, grantors, beneficial owners or to others.

### **Fees and Charges**

You agree to pay all fees and charges relating to your Accounts for any transactions or services you receive from us. These include but are not limited to annual service fees, brokerage fees for transactions, investment advisory fees, fees for specific services you request, and fees or charges by a third party that we incur in the course of providing services to you.

Fees and charges are subject to change at any time and will be charged to your Accounts and may be satisfied, along with any other amounts you owe us, from free credit balances, margin and other assets in any of your Accounts. We may sell assets in your Account to satisfy debit balances for any amounts due, including those resulting from unpaid fees and charges.

### **Joint Accounts**

For joint accounts, each person or entity named on the Account has full power and authority over the Account, and the account holders are jointly and severally liable for all obligations with respect to the Account. Please refer to the "Joint Accounts" section of the General Terms and Conditions of the Agreements and Disclosures booklet for more information about the terms and conditions that apply to joint accounts.

### **Share Profit**

Its agreed on 30% Share Profit. The Share Profit is only deducted from the profit that is generated on one account. Its deducted monthly, calculated by equity on the last day of the month.

### **Trustee Certification and Agreement**

#### Representation of a Trust Agreement in Effect

For trust accounts, each Trustee certifies, represents and warrants that the trust to which this certification applies is in full force and effect and that the information you have supplied to CSCM is true and accurate, as we rely on that information to service your Accounts.

Unless we are updated subsequently by the trustees, CSCM will rely on this certification, which includes the information you provide on the Signature Page or a separate Trustee Certification, to service your Accounts and Accounts you may open in the future for the same trust. In this Trustee Certification and Agreement, you agree that:

- Each trustee (or a corporate officer if the trustee is a corporate trustee) agrees to this Trustee Certification and Agreement.
- You have full power under the trust agreement and applicable law to submit valid orders and other instructions relative to the trust Account(s).
- The trust agreement authorizes you to make distributions and transfers from the trust including transfers to the trustee(s).
- You have received the Agreement and agree to be bound by those terms and conditions for all Accounts opened on behalf of the trust.
- As trustee(s), you have broad investment powers under the trust and applicable law. You have noted any restrictions on your power as trustee(s) on the Signature Page for the first trust account you open or on a separate Trustee Certification, and agree that the powers and restrictions listed are accurate and complete.

### **Trustee's Ability to Bind the Trust**

Unless you indicate otherwise on the Signature Page or on a separate Trustee Certification, you agree that any individual trustee may independently exercise any of the trust's powers. This means that CSCM is authorized to take instructions from and accept any document on behalf of the trust (including but not limited to agreements to arbitrate all disputes involving the trust account) signed by any one of the trustees. You agree that CSCM may, in its discretion, require the joint action of all trustees whenever CSCM deems such joint action to be necessary or appropriate.

In this CSCM Trustee Certification and Agreement, you agree that:

- Unless you have noted otherwise, you have the authority to borrow money and to pledge, mortgage, assign or subject to a security interest or lien in favor of CSCM, any property of the trust as security for any liability of the trust or third parties (in each case, with no limitations as to amount).
- You have the authority under the trust agreement and applicable law to execute any and all relevant documents and bind the trust to any agreements entered into with respect to such activities.
- **You understand that, if you have requested margin privileges on behalf of the trust, CSCM holds securities in margin-eligible trust accounts as a lien against the amounts borrowed by the trust, and you agree to maintain sufficient collateral in the account to meet margin calls we might issue.**

### Trustee's Acknowledgement

In this CSCM Trustee Certification and Agreement, you agree that:

- It is binding on the trust and all future trustees.
- CSCM may assume without further inquiry and is not required to confirm your power and authority as trustee(s) or to verify instructions for the delivery of any money or property to you as trustee(s).
- CSCM is not required to confirm that you are properly exercising your power and authority. Liability and Indemnification

In this CSCM Trustee Certification and Agreement, you agree that:

- CSCM is acting in reliance on this certification and is not liable for Account activities and transactions that are consistent with the representations and documentation you have provided.
- CSCM is not required to inquire whether any transaction represents a proper exercise of the trustees' power or authority, unless it is demonstrated that CSCM had actual knowledge that either the transaction's proceeds were being improperly used for the trustees' benefit or that the transaction exceeded or was in breach of the trustees' powers or authorities.
- You fully hold CSCM harmless and indemnify CSCM from all losses, liabilities, damages, claims, costs and expenses, including attorney's fees resulting from CSCM acting in reliance on this certification.
- As trustees, you are each jointly and severally liable for performing your obligations under the CSCM Trustee Certification and Agreement.
- Your obligations and the indemnification above remain in effect if the trust is terminated or its Accounts are transferred and shall bind all your successors and assigns.

### Duty to Update

You agree to provide CSCM an updated Trustee Certification if there is any amendment to the trust, any change in the composition of the trustees, or any other event that materially alters the facts which you have certified and upon which we are relying to service the trust Account(s).

If we are uncertain of the authority conferred by this certification, its continuing effectiveness, or any other certification of the trustees, we may refrain from taking any action with respect to the Account(s) until we are satisfied as to the authority of the trustee(s). This may include receipt of supporting documentation, including but not limited to: relevant sections of the trust agreement(s), resignation or acceptance of Trusteeship, death certificate, or documentation as to the capacity of a named Trustee. You agree to hold us harmless and indemnify us from any claims, demands, expenses, losses or damages if we refrain from acting for these reasons.

Authority to Appoint/Hire Investment Adviser or Other Third Party In this CSCM Trustee Certification and Agreement, you agree that:

- Unless you have indicated otherwise on the Signature Page or a separate Trustee Certification, you have the power under the trust agreement and applicable law to appoint or hire an investment advisor or other third party to advise, manage and have discretion with respect to the trust's assets and liabilities, and to appoint or delegate your powers to an agent and that, in the event you appoint or hire an investment adviser or third party or appoint an agent, you agree to provide additional documentation to CSCM as we request.
- You have the authority to open the trust account(s), place assets in the trust account(s), make each and every representation and warranty set forth in this CSCM Trustee Certification and Agreement, engage in each of the actions on behalf of the trust set forth in this certification and agreement and execute this certification and agreement.
- All investment advisers or other third parties you appoint or hire to manage and/or have discretion with respect to the trust's assets and liabilities or other agent that you have appointed or to whom you have delegated your powers are bound by your acknowledgements, agreements, representations and warranties in this certification and agreement, and the obligations you have undertaken.
- Unless you have indicated otherwise on the Signature Page or a separate Trustee Certification, that the beneficiaries of the trust are individuals (natural persons) or legal entities (companies).

### Power to Amend and Revoke – Revocable Trust or Clients

In this CSCM Trustee Certification and Agreement, you agree that either:

- We are the grantor of a revocable trust and you have full power and authority under the trust agreement and applicable law to freely amend and revoke the trust, OR
- As a non-grantor trustee, you represent that the grantor has full power and authority under the trust agreement and applicable law to freely amend and revoke the trust.
- CSCM can revoke, end or terminate the contract even without a breach of a policy or behavior without the force to give a reason to the client.

### **Introduced Accounts**

Accounts opened with any other broker-dealer under a clearing agreement with CSCM are "introduced" to CSCM and will be carried by CSCM in your name. Please refer to the section titled "Fees & Conditions" at Binance for General Terms and Conditions for a description of the services provided by this broker that CSCM is using for Crypto Trading or BDSwiss as Broker for other Values and accounts.

Subject to applicable rules and regulations, we may amend the requirements applicable to your margin account or any other account at any time in our sole and absolute discretion, including, without limitation, changing the level of credit available to you and applicable maintenance requirements, all without notice to you. A prior demand or call, or prior notice of the time and place of such sale or purchase, shall not be considered a waiver of our right to sell or buy without demand or notice as described herein.

We have the right to satisfy a margin call or to require or obtain full or partial payment of a margin loan at any time without a demand for margin or additional margin or other notice. To satisfy a margin call or to obtain full or partial payment of the margin loan, in addition to all rights provided by law, we have the right to:

1. require additional collateral,
2. sell any Property in any of your Accounts with us, whether carried individually or jointly with others,
3. buy any Property which may be held short in your Account,
4. cancel any open orders and close any or all outstanding contracts, or
5. liquidate any of your Accounts with us.

We may also exercise these rights at any time in our sole and absolute discretion. You understand that there are substantial risks involved in trading securities on margin, using leverage as a liquidity source or as part of your investment strategy, or otherwise pledging your securities in order to obtain credit. Please review the Loan Disclosure Statement included in the Agreements and Disclosures booklet carefully for a detailed discussion of these risks.

### **Liquidation of Collateral or Account**

We may satisfy any and all amounts you owe us in connection with any of your Accounts or agreements with us, or any other agreement between you and any CSCM Entity.

### **Restrictions on Trading and Disbursements**

You acknowledge that we, in our sole discretion, with or without prior notice to you, may prohibit or restrict trading of any securities held in your Account, prohibit or restrict disbursements from your Account, and refuse to enter into any purchase or sale transaction with you regarding any securities, even if those securities were purchased by you through us. In addition, you understand that we maintain the right not to custody certain securities or other Property in our sole discretion and deliver these securities or other Property to you at your expense due to international AML Laws or restrictions, law enforcements, authorities in title or other governmental authorities with indeed rights to maintain your accountable property or belongings held in CSCM accountability.

### **Your Privacy**

At CSCM, we are committed to safeguarding your personal information. Please refer to the CSCM Client Privacy Notice in the Agreements, which describes the personal information we collect about you for your personal, family and household financial accounts and how we handle and protect it.

Subject to any applicable financial privacy laws and regulations, you acknowledge that we share such personal financial data regarding you and your Accounts with our affiliates and non-affiliates as is necessary or advisable to effect, administer or enforce transactions requested or authorized by you to service, process, enforce or maintain your Accounts and all transactions related to or in connection with your Accounts; and to comply with legal and regulatory inquires and actions that are related to your information.

### **Account Report**

You grant us permission to obtain an account report or other account references (including making verbal or written inquiries concerning credit history) when you open an Account with us and to obtain updated account or similar reports at any time during the time your Account remains open. You grant us permission to check and verify your account references and update all account information we have obtained on you. We may provide any such account report or other account information we have obtained to, Check Providers or to our affiliates, as permitted by law to enable them to provide additional products or services that may be of interest to you and to otherwise assist us in servicing, administering, enforcing and maintaining your account and evaluating your financial needs.

### **Disclosure of Beneficial Ownership**

The issuers of securities held in your Accounts may request your name, address and security position so that they may contact you directly for proxy voting and other shareholder communications. You may instruct us not to supply this information, in which case you will receive information regarding those securities from CSCM instead of the issuers.

Your current instructions with respect to such disclosure are reflected on the Account Information pages of the Completing Your Account Opening Process package. If you would like to change your instructions, please inform your Agent.



As described in the section " Foreign Securities" in the General Terms and Conditions, we may share information about the beneficial ownership of foreign securities in your Accounts with the issuers of those securities, foreign government authorities and their agents, custodian banks or brokers and local or international securities depositories to obtain reduced tax withholding rates, to comply with local law or to respond to other lawful requests.

#### **Trusted (Alternate) Contact Person**

If you have provided CSCM with a Trusted contact person, you authorize us to contact such person in the event that we have concerns or questions about you, including but not limited to your health, well-being or whereabouts. You further authorize CSCM to discuss our concerns and disclose any necessary information about you including your Account information to your trusted contact. You acknowledge that this authorization will apply to all Accounts currently open and any Account you open in the future in any capacity.

You understand that the decision as to whether, when or if to reach out to your trusted contact(s) is at the sole discretion of CSCM and that if you have provided multiple trusted contact persons, CSCM is under no obligation to reach out to any or all of them.

#### **Electronic Records**

Any agreements accepted by electronic means (such as clicks, through electronic signature platforms or other online means) are legally binding and are considered to have been " signed" by you with the same effect as manual signatures. Electronic records of an agreement that is made online will also be considered to be " in writing." You agree not to dispute the validity or enforceability of any agreements entered into electronically by you (or by anyone using your authentication devices, such as a password or PIN).

#### **E-mail Communications**

We discourage clients from transmitting personal or confidential information through e-mail as these may be sent via unsecure servers and/or facilities which are easily accessible by third parties (such as international public and private data transmission networks and internet service providers) and are typically routed via (multiple) foreign jurisdictions. If you choose to send personal and confidential information to us via e-mail, you understand and accept that e-mail transmissions may entail a considerable amount of danger and risk including:

- lack of confidentiality (e-mails and their attachments can be read and/or monitored without detection);
- manipulation or falsification of the sender's address or of the e-mail's (or attachment's) content (e.g., changing the sender's address(es) or details);
- system outages and other transmission errors, which can cause e-mails and their attachments to be delayed, mutilated, misrouted and deleted;
- viruses, worms, Trojan horses, malware etc. may be spread undetected by third parties and may cause considerable damage; and
- interception by third parties

and agree that we are not responsible for any loss or damages that occur as a result, such as losses or damages arising from mistaken identity or unauthorized access and the use of the information (for any purpose) by others who may intercept or otherwise access the communications during and after transmission.

#### **Electronic Delivery Agreement**

CSCM offers certain communications through electronic delivery. Categories of communications you may enroll in for e-Delivery include:

- Statements for your CSCM Accounts, which include your CSCM credit card statements from the Card Issuer; notices delivered on or with statements such as our annual Client Privacy Notice; and messages about transactions and payments.
- Trade confirmations and notices regarding Account activity.
- Performance reports.
- Agreements and disclosures relating to the accounts, features and services we offer.

Any member of your household may enroll any other household account in electronic delivery of these communications, except for tax reporting documents. By enrolling in e-Delivery of any communications described above, you agree that we may also deliver similar firm documents and disclosures electronically that may be available now or in the future. When available, confirmations of your personal and account information may be included with related documents that are delivered electronically through CSCM Online Services or any other secure method.

**Please note:** These confirmations are sent periodically and to confirm certain changes to your Account information. These confirmations may be viewable by other members of your household through CSCM Online Services or other secure methods. Contact your Agent if you prefer to receive private, paper versions of confirmations of personal and Account information instead of electronic versions.

### Your liability and Indemnification

You agree to indemnify us against any Losses, costs or expenses arising out of your obligations under your Agreement with us. " Losses" includes payments on claims or requests for compensation, damages, and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any action, claim or request for compensation).

As a CSCM Client, you agree to indemnify, defend and hold us harmless from all Losses arising out of claims made or asserted by any person or entity (other than you) in any way relating to your Account(s), or based upon representations you make to us and acknowledgments in your Agreement with us, all applications and agreements for your Account and any instructions you provide or otherwise arising from or relating to (a) any breach of your agreements with us by you or any person using Your Credentials or Your Devices; and (b) any use of the e-Services by you or any person using Your Credentials or Your Devices, except to the extent where any Losses were caused by the fraud or willful misconduct of CSCM.

You acknowledge and agree that you will be personally liable for any fees or other obligations owed to us. You agree to indemnify CSCM, the Card Issuer, the Check Provider, the Sweep Funds and other Sweep Options as applicable, against any Losses arising from:

- Any and all transactions for your Account effected by any person authorized to effect such transactions, and
- Any Debits, Charges, fees, tax withholding or other obligations in your Account(s).

You will also be liable for the payment of any amounts advanced, any debit balances or other obligations in your Account(s), as well as for any deficiency remaining in your Account(s) in the event of liquidation by you or us. Additionally, you acknowledge that you are responsible for the accrued interest on those amounts at our then customary rate, if applicable, or otherwise the maximum rate allowable by law. You agree to indemnify us for the reasonable costs and expenses of collection (including attorney's fees), for any unpaid losses, fees or other amounts you owe us or against which you have indemnified us.

### Applicable Law and Survival

This Agreement, including the Arbitration provisions below, and its enforcement, is governed by the laws of Switzerland to the financial directive of the EU, PSD2, AML7. The Agreement is binding on you and on CSCM.

You agree that the representations you have made under this Agreement as well as the Arbitration and this Applicable Law and Survival Provision and the Your Liability and Indemnification and Limitations of Liability Provisions in the General Terms and Conditions shall survive the termination of this Agreement.

### Arbitration

This Agreement contains a predispute arbitration clause. By signing this agreement the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments to them, shall be incorporated into this Agreement.

By opening an Account at CSCM, and by CSCM accepting your application and carrying your Account, you and, CSCM agree as follows:

- To resolve any controversy, claim or issue in any controversy that may arise between you and CSCM by arbitration, whether it happened before or after, or at the time this Agreement was executed, including but not limited to controversies, claims or issues in any controversy concerning any account, transaction, dispute or the construction, performance or breach of this Agreement or any other agreement.
- Any arbitration under this Agreement shall be governed by the Federal Arbitration Act and shall be conducted before an arbitration panel convened by the Financial Industry Regulatory Authority (FINMA) or any other national securities exchange's arbitration forum, upon which CSCM is legally required to arbitrate the controversy with you, including, where applicable, the Municipal Securities Rulemaking Board.
- Such arbitration shall be governed by the rules of the organization convening the panel the arbitrators shall resolve any controversy in accordance with applicable law.
- The arbitrators will apply state and federal statutes of limitation the same as if the claim were brought as a civil action in court.
- The award of the arbitration panel is not subject to appeal and judgment upon the award may be entered in any court of competent jurisdiction.

- No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:
  - the class certification is denied; or
  - the class is decertified; or
  - the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
- You expressly agree that service of process in any action shall be sufficient if served by certified mail, return receipt requested, at your last address known to CSCM.
- You expressly waive any defense to service of process as set forth above.

**Client Data**

Full Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Documents**

- Passport
- Proof of Address

\_\_\_\_\_  
Client Name / Date / Signature

\_\_\_\_\_  
Agent Name / Date / Signature

\_\_\_\_\_  
CSCM Director / Date / Signature