



CLIENT AGREEMENT

Version 1.0

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1. Overview

- 1.1. This Agreement sets out the terms between you (referred to as “the Client”) and Centrino Capital Ltd. (referred to as “the Company” or “Centrino Capital”). Whether you are an individual or a legal entity, by submitting the Account Opening Application Form, you confirm your acceptance of these terms and agree to receive our financial products and services.
- 1.2. Centrino Capital is registered with International Financial Centre, Saint Lucia under Business License Number 2025-00708. Our registered office is located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.
- 1.3. This Agreement includes this document and all related legal policies available on our website, such as our Terms and Conditions, Policy on CFDs on Futures and Indices, Risk Disclosure Policy, Privacy Policy, and Conflict of Interest Policy. Together, these documents form the full set of terms that govern your use of our services, specifically those involving Contracts for Difference (CFDs).
- 1.4. By entering into this Agreement, you acknowledge that it replaces any previous agreements, arrangements, or statements, whether written or verbal, between you and the company or any third-party Introducer(s).
- 1.5. We handle your personal information in accordance with our Privacy Policy, which describes how we collect, use, store, and protect your data. This policy may be updated from time to time and is available on our website.

2. Your Relationship with Centrino Capital

- 2.1. You, the Client, have approached the Company to access a wide range of financial products and services. These include equities, bonds, fixed income funds, Contracts for Difference (CFDs), commodities, options, futures, forex, and other securities and market instruments.
- 2.2. You have expressed an interest in opening a trading account with us, and we confirm our agreement to provide you with access to our trading services through this account
- 2.3. This Agreement sets out the terms and conditions that define how we will work together. It reflects a mutual understanding between you and the Company and Forms the basis of our professional relationship.
- 2.4. This document outlines our standard operating terms. To ensure your protection and clarity, we strongly encourage you to read this Agreement carefully, along with the related policies available on our website. If anything is unclear, please reach out to us. You are also welcome to seek independent financial or legal advice. We recommend keeping a copy of this Agreement for your records.
- 2.5. To make this Agreement easier to follow, we have defined certain key terms. These appear in **bold** after their explanation and will carry the same meaning throughout the document unless stated otherwise.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

3. Definitions and Interpretations

3.1. Definition

Any capitalized terms and expressions have, unless the context otherwise requires, the meanings given to them are as follows:

“Access Codes” means your login ID and password given to you by us to have access on our Online Trading system or Website (where applicable);

“Account” means the accounts that have been opened by us for the Client;

“Affiliate” means any individual, corporation, partnership, limited liability company, association, trust, or other entity or organization which is associated with or connected to the Company. This includes any parent company, subsidiary, employee, or other related entity or individual;

“Agreement” shall mean this document titled “Client Agreement” together with its Annexures attached thereto and the documents titled “Policy on CFDs on Futures and Indices Policy”, “Conflict of Interest Policy”, “Privacy Policy”, “Deposit/Withdrawal Policy”, “Risk Disclosure Policy”, “Terms and Conditions” and any other Policy or document available on the website as these may be amended or supplemented from time to time. For the avoidance of doubt, this agreement supersedes and replaces any previous client agreement in force between you and us which dealt with Transactions;

“Account Opening Application Form” means the account sign up form completed by you to apply for our Products and Services (via which we will obtain amongst other things necessary information for your identification and due diligence and your categorization in accordance with the applicable laws);

“Applicable Regulations” shall mean International Financial Centre, Saint Lucia, Regulations or any other rules of a relevant regulatory authority having powers over the Company.

“Applicable Laws” refers to the legal statutes, regulations, and principles that govern the activities and conduct under this Agreement in St. Lucia. This includes, but is not limited to, the Constitution of St. Lucia, statutory laws enacted by the Parliament, common law established through judicial decisions, and international treaties and conventions to which St. Lucia is a party. All transactions and interactions under this Agreement shall adhere to these laws and regulations to ensure compliance and legal integrity.

“Authorised Person” means any user authorised by you in writing via registered email, subject to any necessary authorizations as required by the Company from time to time to manage, in whole or in part, your relationship with us;

“Balance” means the total sum on your Account after the last transaction made within any period;

“Best Execution” means the method whereby the Company seeks to achieve the best terms for a Client taking into account the risk objectives, capital horizons and liquidity preferences. The Company will arrange to execute securities brokerage transactions for your assets through Broker-Dealers that we reasonably believe will provide “best execution”. We seek best execution as whether the transaction represents the best qualitative execution. We take into consideration the full range of Broker-Dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Our Company will seek competitive commission rates, but we may not necessarily obtain the lowest possible commission rates for account transactions. It is important to note that we do not have discretion to negotiate commission rates;

“Charges and Fees” means and includes any and all charges, costs, penalties and fees payable in relation to an Account or the Services, or both;

“Client” means the person who have executed the Account Opening Application Form and acknowledges to read, have understood and agreed to the terms of this agreement qualified to be a professional client or a retail client;

“Client Account” or “Trading Account” shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client’s money and deposit/withdrawal transactions of the Client money. The Company may offer various types of accounts and relevant information can be found on the website;

“Client Money” shall mean the funds deposited by the client and applicant or trading account holder for the purposes set forth in this Agreement.

“Confidential Information” means all information relating to you that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that:

- i. is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by us;
- ii. was known to us (without an obligation of confidentiality to you) before its disclosure

- by you;
- iii. is independently developed by us without recourse to information disclosed to us by you; or
 - iv. is rightfully obtained on a non-confidential basis from a person other than you, provided that the person is not known by us to be bound by an obligation of confidentiality in relation to that information, will not be considered to be Confidential Information for the purposes of these Standard Terms and will therefore not be subject to any duty of confidentiality.

“Contract for Differences or CFD” shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument. Use of the term CFD in this Agreement, unless otherwise stated, must be read to include the Forex (which may be used on our website and our marketing material).

“Contract Specification” each lot size or each type of Underlying in a Financial Instrument offered by us as well as all necessary trading information concerning spreads, swaps, margin requirements etc., as determined by us from time to time in our website.

“Derivatives” means Options, Futures, Swaps or other securitized instruments;

“Digital Platform” means and includes any digital platform acceptable to us that is used by you to access a Product and Service, including without limitation phone, fax, email, mobile application or Approved Third Party Platform.

“Fee Schedule” means all Charges and Fees payable to us in relation to the Products and Services as determined by the Company from time to time.

“Company” means a company or associates or affiliates or any other person connected to the Company;

“Force Majure Event” has the meaning given in Clause 41 of this Agreement;

“Future” means a contract for the sale of securities, investments, currencies or commodities under which delivery is to be made at a future date at a price agreed upon when the contract is made;

“Investments” shall mean all categories of financial instruments, securities, and investment vehicles permitted under the applicable laws and regulations of St. Lucia, as amended from time to time. This includes, but is not limited to, equities, bonds, futures, options, derivatives, and any other instruments approved by the International Financial Centre, Saint Lucia.

“Investment Objectives” means the investment objectives as instructed by the Client to the Company from time to time provided that Investments are lawfully allowed under any applicable laws of St. Lucia.

“Option” means an option to acquire or dispose of securities, investments, currencies or commodities;

“Person” means any natural person, body corporate, including a legal person, company, partnership, unincorporated association, government or state;

“Privacy Policy” means our data privacy policy which is available on the Website.

“Rules” include Laws, articles, regulations, directives, procedures, and customs as in force from time to time.

“Sanctioned Country” means any country designated from time to time by Applicable Laws as a country with which dealings should be restricted.

“Services” means and includes any product or service offered by us, including an Account and any Third-Party Service, howsoever presented or branded;

“Third Party Service” means any product, service, benefit, platform, digital offering or mobile application provided by a third-party provider and marketed or used by us, including without limitation any Approved Third-Party Platform.

“Trading Platform” means the online third-party Trading Platform or any proprietary platform made available by the Company from time to time to execute Trades; and

“Website” means the internet address www.centrinocapital.com and includes the trading platforms.

3.2. Interpretation

- i. Any clause listed under the “Definitions” section that gives rights or responsibilities to either you or the Company will be treated as a legally binding part of this Agreement, regardless of where it appears.
- ii. This Agreement, including all its schedules, annexes, and any additional documents (which may be updated from time to time) should be read as one complete and unified contract. It governs your relationship with the Company and applies to all financial products and services we offer. You may be referred to as “Client,” “Customer,” “your,” or “yourself,” while the Company may be referred to as “we,” “us,” “our,” or “ourselves.”

- iii. Section headings and titles are provided for convenience only and do not affect how the terms are interpreted. Words used in the singular also include the plural, and vice versa. References to one gender include all genders.
- iv. When a term is defined in this Agreement, all variations of that word (such as plural forms or different grammatical versions) will carry the same meaning throughout the document.
- v. Any mention of a day, month, or year refers to the Gregorian calendar.
- vi. If a time period is stated in days, the count begins the day after the start date and includes the final day, unless the final day falls on a Saturday, Sunday, or public holiday, in which case it ends on the next working day.
- vii. The term “person” includes individuals, companies, partnerships, trusts, associations, or any other entity, whether or not it has a separate legal identity.
- viii. References to this Agreement or any other document include any lawful updates, amendments, replacements, or additions. This also includes any attached schedules or annexes unless otherwise specified.
- ix. References to laws or legal provisions include any amendments, restatements, re-enactments, replacements, and any related regulations or instruments issued under those laws.
- x. Any mention of statutory enactments includes all valid changes, consolidations, or re-enactments, along with any associated regulations made under those laws.

4. Extent and Applicability of the Agreement

- 4.1. This Agreement becomes legally binding once you accept or sign it. By doing so, you confirm that you have read and understood all the terms and conditions.
- 4.2. It also includes all the information you provided during the account registration process on our Centrino Capital’s website, such as the Account Opening Application Form and any supporting documents or annexures submitted during that process.
- 4.3. The following policies and materials available on our website are also part of this Agreement. They explain how we operate and how you’ll interact with us:
 - a) Terms and Conditions Policy
 - b) Deposit and Withdrawal Policy
 - c) Policy on CFDs on Futures and Indices Policy
 - d) Risk Disclosure Policy
 - e) Conflicts of Interest Policy, and
 - f) Privacy Policy

This Agreement is intended to include everything that governs your relationship and activities with us. It replaces any previous agreements, understandings, or communications, whether written or verbal. No informal conversation or action will change these terms unless both you

and the Company agree to it in writing.

5. Commencement and Effective Date

This Agreement becomes effective on the date you submit or sign the Trading Account Application Form (“Effective Date”) and shall remain in effect until terminated in accordance with the provisions set forth herein.

6. Execution-Only Trading Services

- 6.1. You the (client) appoint the Company to provide the services described in the Clause 5.2, and we hereby accept such appointment. These services are provided in return of applicable fees.
- 6.2. We Offer execution-only access to trade various financial instruments in the form of CFDs (Contracts for Difference), also known as Leveraged Products. Full details of the instruments and related contract specifications are available on the Company’s Website.
- 6.3. We act as the principal in all transactions, meaning we are the counterparty to every trade you make.
- 6.4. We do not provide investment, financial, legal, tax, or regulatory advice. You are responsible for making your own decisions and should not rely on any opinions, materials, or analysis from us or our affiliates as advice. If you are unsure, we recommend seeking independent professional advice.
- 6.5. Any market analysis we share is for marketing purposes only and should not be considered investment advice, recommendation, or research.
- 6.6. CFDs are OTC derivative products and do not give ownership of the underlying asset. There is no physical delivery of the asset.
- 6.7. You can trade CFDs during our normal trading hours, as listed on our website under Contract Specifications. It is your responsibility to review these details before placing trades. We will notify you of any holidays or service interruptions via email or our website.
- 6.8. Our services are provided in line with our policies and legal obligations. We may refuse or withdraw services without explanation if doing so would breach legal requirements. This may happen in cases such as: Suspected abuse (e.g., latency trading or insider trading), Use of inappropriate or offensive language toward staff, Internal risk limits restricting further trades on certain instruments (except for closing existing positions).
- 6.9. We only provide execution services and do not manage your investments. You confirm that all trading decisions are made independently and at your own risk. By entering this Agreement, you authorize us to execute trades as instructed and acknowledge that we do not offer discretionary management or advisory services.
- 6.10. Market Changes, such as price fluctuations, credit rating changes, or corporate actions (e.g., mergers and acquisitions) do not breach your Investment Objectives. Any corrective actions listed within those Objectives remain applicable.

- 6.11. We do not supervise introducing brokers or third parties and are not liable for their actions. This includes errors in software, missing risk disclosures, or promises of profits. Introducing Brokers are independent and are not employees or agents of the Company.
- 6.12. If you were introduced by a third party (e.g., Business Introducer or Associate Network), please note that we are not bound by any separate agreements you may have with them. Introducing Brokers are not authorised to bind the Company in any way, extend credit, guarantee losses, or provide investment, legal, or tax advice in the Company's name.
- 6.13. This Agreement outlines the services you have chosen, and we will provide them accordingly.

7. Accessing Our Electronic Trading Platforms

- 7.1. We provide our services exclusively through digital platforms, which may include approved third-party trading platforms such as MT4, MT5 or any other trading platform. These platforms may have their own terms and conditions. Please note that access to our services may occasionally be unavailable due to routine maintenance, technical issues, or other operational reasons. Trading and transaction processing may not be available 24/5.
- 7.2. Access to our services is at the sole discretion of the Company and may depend on meeting certain eligibility criteria and providing required documentation. You must complete and submit all necessary forms, agreements, and schedules as specified by us. We reserve the right to refuse, suspend, or withdraw any service at any time, without needing to provide a reason.

8. Opening and Activating Your Trading Account

- 8.1. We offer different types of Trading Accounts, each with its own features and terms. You may open one or more accounts, depending on your needs. Details about each account type are available on our website.
- 8.2. Once we receive your Trading Account Opening Application Form, we will review the information provided and may conduct further checks to meet our legal obligations. These checks may include verifying your identity, obtaining references from third-party databases, financial institutions, or your employer. Occasionally, we may carry out additional searches through third-party sources and databases, whether public or private. These checks may happen at any time during our relationship, and you are expected to provide any additional information we request. If you do not comply, we may terminate our relationship with you as outlined in this Agreement.
- 8.3. You are responsible for providing complete and accurate information during onboarding and throughout your relationship with us. Unless we have reason to believe otherwise, we will treat the information you provide as valid. If your details change, you must notify us in writing.
- 8.4. After we receive and review your Trading Account Opening Application form, we will

acknowledge it via email and send you your Access Codes (a one-time access code), which include your account number and password. You must change your password within 48 hours of receiving it. Your account will only be activated once we are satisfied with your documentation and approve your application.

- 8.5. We reserve the right to change an Account to another type or modify the services offered at any time, for any reason, without prior notice.

9. Managing Your Trading Account

- 9.1. Once your account is activated, you will be able to:

- a) Download and install the trading platforms available on our website (referred to as the “**Software**”).
- b) Use your Access Codes to log in to the Software and access your Trading Account. For your security, please change your password regularly and keep all login details confidential.

- 9.2. We provide you with a non-exclusive, non-transferable license to use the software, application, or electronic platform (“**Software**”) provided by us to access our Services. This license is subject to the following conditions:

- a) You must not sub-license, copy, disclose, or modify the Software; and
- b) You may only use the Software for accessing and using our Services.

We are not responsible for any errors, data loss, or delays caused by tampering with or altering the Software.

- 9.3. You are responsible for ensuring you can access the Software when needed. This includes maintaining a stable internet connection and properly functioning devices.
- 9.4. The Software may be developed by a third party and is provided on an “as is” basis. While we aim to ensure compatibility with our security systems, we do not guarantee that the software is free from errors or defects.
- 9.5. We will make every effort to keep the Software and related systems up to date. However, maintenance activities, such as server shutdowns, restarts, and updates, may cause temporary unavailability. We are not liable for any financial or other losses resulting from these interruptions or actions by third parties.
- 9.6. We strive to keep the Software and systems available. If there are any interruptions, we will try to give advance notice. However, continuous availability cannot be guaranteed due to:
- a) technical issues, including internet connectivity problems, and
 - b) scheduled maintenance, repairs, or updates beyond our control.

We will aim to conduct these activities outside of regular trading hours. The Company will do its best to maintain Software operation. We do not accept responsibility for any means (including computer equipment) used by you to access the Software and cannot guarantee its continued availability.

- 9.7. We will do our utmost to maintain the operation of the Software. However, we do not take responsibility for any equipment, including computers, used by you to access the Software and cannot guarantee its uninterrupted availability.
- 9.8. You agree to indemnify us against any claims, financial or otherwise, related to the infringement of any patent, design, trademark, or copyright that may arise due to your use of the Software.

10. Security Access and Instruction Handling

- 10.1. We will only act on instructions from you or someone you have formally authorised in writing (your “Authorised Representative”). While your Authorised Representative is not considered a direct Client, any instructions they give will be treated as if they came from you. We may rely on these instructions without needing to verify their authenticity. Similarly, any instructions submitted using your Access Codes will be considered valid and coming from you.
- 10.2. Your access to our services is protected by passwords and other security measures. Each Authorised User will be assigned or may choose their own login credentials (User Verification Data). It is your responsibility to ensure these credentials are kept confidential and used only for their intended purpose. You are also responsible for maintaining the necessary equipment and security tools, such as antivirus software to safely access our services.
- 10.3. You must keep your Access Codes secure and prevent unauthorised access. We are not liable for any misuse of your account unless it results from our gross negligence.
- 10.4. You must keep all information related to your interactions with us confidential. We are not responsible if unauthorised individuals gain access to this information, whether it is:
- i. Held by you or your Authorised Representative,
 - ii. Sent by you or your Authorised Representative to us or our authorised partners,
 - iii. Sent by us to you or your Authorised Representative.
- 10.5. If you believe someone has gained unauthorised access to your Access Codes or account information, please notify us immediately. It is important to maintain strong security practices and ensure your devices are free from harmful software.
- 10.6. We will act on your instructions without further verification, but we reserve the right to accept or reject any instruction. If we notice unusual trading activity (e.g., frequent negative balances) we may contact you and suggest changes like increasing your margin requirements.

- 10.7. We may confirm your instructions using secure methods such as email or phone. Please avoid contacting our staff through personal mobile phones or unofficial channels.
- 10.8. If you wish to revoke the authority of an Authorised Representative, you must notify us in writing. Until we process that revocation, we will continue to treat their instructions as valid.
- 10.9. You can access detailed reports of your trades and account activity through our trading platforms. We may not provide account statements in formats other than those specified.
- 10.10. All trade orders are final and cannot be cancelled or deleted unless allowed by the trading platform, agreed upon by us, or described in our legal documents.
- 10.11. If your account remains inactive for a period determined by us, we may ask for additional verification before allowing further activity. You must also ensure that your Authorised Users or employees do not compromise the security of our services or systems.

11. Client Qualification

- 11.1. You confirm that the information you provided to Centrino Capital to help determine whether you qualify as a Professional Client or a Retail Client is accurate and complete.
- 11.2. We may review your classification from time to time. However, we are not required to notify you if your status changes or if you meet the criteria for a different classification.
- 11.3. Please note that St. Lucia does not offer any investor compensation schemes. This means there is no government-backed protection for clients in the event of financial loss.
- 11.4. If you choose to trade through a non-affiliated Broker-Dealer, Centrino Capital does not receive any part of the fees or commissions charges by them.

12. Fee, Charges, and Transaction Costs

- 12.1. You agree to pay any fees, charges, or costs specified in this Agreement or communicated to you from time to time. These may change, so it is important to stay informed and understand how they are calculated.
- 12.2. In some cases, we may receive or pay fees, commissions, or other benefits to third parties who help facilitate your relationship with us. If you were introduced to us by a third party, we can provide details of any such payments upon request. Common charges include Spread(s), Swap(s), and Commissions, specifically if your account was referred by an Introducing Broker.
- 12.3. If your account was introduced by an Introducing Broker, part of the spread you pay may be shared with them.
- 12.4. You agree that we may compensate Introducing Brokers for their services.
- 12.5. We may update our fees and charges at any time. You will be notified through our official communication channels.

- 12.6. We are authorised to deduct any applicable fees and charges (including any service charge) as well as any applicable taxes, duties, expenses, or legal charges.
- 12.7. The Client shall be responsible for paying any commissions, transfer fees, registration fees, taxes and similar liabilities and costs properly payable or incurred by the Company under this Agreement.
- 12.8. The Client shall bear all costs and expenses, including but not limited to attorney's fees, court fees, and other associated expenses, incurred by the Company in connection with any litigation, arbitration, or legal proceedings initiated by or against the Client arising from or related to this Agreement. The Client agrees to reimburse the Company for such costs and expenses upon receiving an invoice or statement detailing the amounts incurred.
- 12.9. Regardless of whether your transactions result in profit or loss, we derive our revenue as a fixed portion of the spread from the counterparty through which we execute transactions. This fee or commission may vary based on transaction frequency, volume, and other factors.
- 12.10. We may share dealing charges (commissions) with third parties or receive remuneration from them for transactions conducted on your behalf.
- 12.11. Commissions for depositing and/or withdrawing funds may change from time to time. It is your responsibility to review the relevant sections of our website for updates on our charges. Also, you will be responsible for any fees imposed by third-party providers involved in the transfer process.

13. Handling your Funds

- 13.1. Any funds we receive in connection with your account will be treated as Client Money and kept in a separate, secure bank account. Unless you tell us otherwise in writing, we may hold these funds in accounts outside of St. Lucia or work with trusted third parties (like brokers or settlement agents) based overseas. Please note that the rules in other countries may differ from those in St. Lucia, and in rare cases like insolvency, your money may be handled differently than it would be locally.
- 13.2. Unless you instruct us otherwise, we will immediately deposit any Client Money into our designated Client Money accounts. These accounts are clearly separated from our own company funds. Please be aware that no interest will be paid on money held in these accounts, and by agreeing to this, you confirm that you waive any right to earn interest on these funds.
- 13.3. If we transfer part or all of our business to another company (including our affiliates), we may also transfer your Client Money to that company after deducting any amounts allowed under these Terms. We will ensure that your money continues to be protected and handled according to this Agreement.

- 13.4. If your account is a joint account, we take great care to ensure that any withdrawals are returned to the original source and the person who made the deposit. For profit withdrawals, we may make payments to either party on the account, provided we have we have received proper approval from the other party and completed our due diligence checks.
- 13.5. You agree that we may release any unclaimed Client Money from our accounts under the following conditions:
- i. it is legally permitted and consistent with how Client Money is managed;
 - ii. there has been no activity on your balance for a period of six years (excluding fees or interest);
 - iii. we have made reasonable efforts to contact you and return the funds; and
 - iv. we keep detailed records of any released balances.

14. Funding Your Trading Account

- 14.1. You can add funds to your trading account using credit or debit cards, wire transfers, or other payment methods accepted by us or our other affiliated companies. Please note that some payment options may not be available in every country.
- 14.2. The minimum deposit required to start trading is listed in the “Choose Plan” section on our website.
- 14.3. For security purposes, we do not accept payments from third parties. The name on the payment method must match the name on your trading account.
- 14.4. For the latest information on available payment methods and any related fees, please refer to our “Deposit and Withdrawal Policy” available on the Company’s website.

15. How we Quote and Execute Trades

- 15.1. At your request, we can give you a price quote for a trade, including any charges. This quote is for guidance only and not a binding offer. It may be based on market prices or our own pricing, as explained in the Contract Specification. Fees for opening or closing trades depend on your account type, for more details, please refer to our website.
- 15.2. Our quotes are valid only at the time we provide them and can change quickly. Market conditions affect spreads (the difference between buy and sell prices), and these can vary widely. Examples in the Contract Specifications are for reference only. If the Market is closed or unavailable, we will quote based on our reasonable view of current market value.
- 15.3. You can ask for a quote to open or close all or part of a trade during normal trading hours for that instrument.
- 15.4. Quotes may be given by phone, online, or another method we tell you about. A quote is

not an offer, you need to submit an order, which we may accept or reject. A trade is confirmed only when we accept your order and send you confirmation. We may reject your order if:

- a) The quote was not obtained under these Terms.
- b) The quote was marked “indicative only.”
- c) For phone quotes, the order must be placed during the same call while the quote is valid.
- d) For online quotes, your order and our acceptance must happen while the quote is valid.
- e) The quote is clearly wrong.
- f) The trade size is within allowed limits.
- g) If closing part of a trade, both parts meet minimum size requirements.
- h) No Force Majeure or Event of Default has occurred.
- i) Communication was not interrupted before acceptance.
- j) The trade does not exceed your credit or trading limits.

15.5. We may decline trades that exceed the Normal Market Size. If you request a quote for such a trade, we cannot guarantee that our price will match a specific percentage of the underlying market price. We may also apply special conditions, which we will tell you about at the time. You can ask us for the Normal Market Size for any instrument.

15.6. If the price moves in your favor before we accept your order (for example, the price drops while you’re buying), we may, but are not required to, offer you the better price.

15.7. If an instrument trades in more than one market, we may, but are not required to, base our prices on combined data from all relevant markets, including the primary market.

16. How We Handle your Instructions and Communications

16.1. All official communication from Centrino Capital shall be conducted exclusively through the Company’s official email domain: centrinocapital.com. The Client agrees to disregard and avoid any communication originating from unofficial, unauthorised, or personal channels, including but not limited to personal email addresses, messaging apps, or social media accounts. The Company shall not be held responsible for any losses, misunderstandings, or liabilities arising from communications received through such unauthorised channels. It is the Client’s responsibility to verify the authenticity of any communication and to contact the Company through its designated official channels in case of doubt.

16.2. If information has not been communicated through approved channels, or if any instruction or information has been misunderstood or misinterpreted, you are responsible for making the necessary amendments, and we accept no liability for any loss, financial or otherwise, related to the instruction.

- 16.3. We accept no liability for losses caused by delayed or undelivered messages from us.
- 16.4. We will generally act on your instructions without further checks, but we may refuse or partially accept them. If your trading pattern changes significantly (for example, frequent negative balances), we may contact you to suggest adjustments like higher margin requirements.
- 16.5. We will generally act on any instructions you provide without further checks. However, we reserve the right to accept or decline instructions, either fully or partially. If we plan to execute a transaction that differs from your usual trading pattern (for example, if your account balance often results in negative equity), we may contact you to suggest adjustments, such as using a higher margin.
- 16.6. We may confirm your instructions through secure methods, including email or telephone. Please do not use personal mobile numbers or personal accounts to communicate with our team. However, you should avoid communicating with our employees through unapproved or unauthorised channels, such as personal mobile phones or personal accounts. All official communication must occur exclusively through the company's designated domain, centrinocapital.com. All official communication must take place through our company domain: centrinocapital.com.
- 16.7. If you have appointed someone to act on your behalf and wish to revoke their authority, notify us in writing immediately. Until we process your notice, any instructions from that representative will remain valid.
- 16.8. You can view important details about your orders and trades through our trading platforms or software. Reports on execution and account status are available for download. We do not provide account statements in any other format.
- 16.9. All trades are final and cannot be cancelled unless allowed by the platform or specified in our legal documents.
- 16.10. Your instructions may be recorded or stored and can be used as evidence in legal or arbitration proceedings.
- 16.11. We will act on instructions from anyone you have authorised in writing (including via email or fax) unless we receive written notice that authority has been revoked.
- 16.12. We may act on instructions even if they later turn out to be fraudulent or conflict with other directions you have given. If we have concerns about the instruction's validity, we may delay or refuse to act until those concerns are resolved.
- 16.13. You are responsible for ensuring all instructions (including those from authorised users) are accurate and complete. We are not liable for errors or delays caused during transmission.
- 16.14. We are authorised to accept, act upon, and rely on all instructions as valid and accurate, and we are under no obligation to:
 - a) verify the authenticity or validity of any instructions,

- b) verify the identity or authority of any individual providing an instruction, or
- c) seek your prior approval before acting on any instruction.

However, we may choose to verify details at our discretion.

- 16.15. Once submitted, instructions may not be cancelled or changed. If you request a change, we will try to comply but cannot guarantee success.
- 16.16. We are not responsible for delays caused by time zones, holidays, or other timing issues.
- 16.17. If you ask us to send information to a third party, we will make reasonable efforts to do so. You must ensure the information is accurate and does not create legal issues.
- 16.18. Electronic instructions may be intercepted or altered by third parties. We are not liable for losses caused by such risks.
- 16.19. Regarding the Client's instructions and orders:
 - i. Written instructions must follow our specified format.
 - ii. If confirming phone or fax instructions in writing, clearly state that the confirmation relates to those instructions.
 - iii. Instructions remain valid until we receive written revocation.
 - iv. All communication must be sent to our official address or as otherwise notified.
 - v. We will provide transaction confirmations within a reasonable time.
 - vi. Unless you request a mail arrangement, we will send communications to your last notified address.
 - vii. Telephone conversations may be recorded in line with St. Lucia law.
 - viii. Other applicable rules are described in our Terms and Conditions.

17. Trading Rules and Procedure

- 17.1. Once a Transaction has been executed, either fully or partially, you cannot cancel the portion that has already been completed.
- 17.2. We may limit the number of open positions in your account and can refuse requests to open new positions or increase existing ones at our discretion. We are not obligated to accept, execute, or cancel any trade placed through an electronic trading platform. We also cannot be held responsible for incorrect or undelivered instructions and will act based on the details we actually receive.
- 17.3. If we believe your representative is acting outside their authority, we may refuse to execute the trade. If the trade has already been executed, we may close it at the current market price or declare it void. We are not required to verify the authority of your representative before acting.
- 17.4. We will not open or close a trade if doing so would violate laws, regulations, or appear impractical. If such issues arise after a trade is opened, we may close it at the prevailing market price or declare it void.
- 17.5. If the situation is not covered by these Terms or Contract Specifications, we will act

fairly and in good faith, considering market practices and how our hedging broker handled similar trades.

- 17.6. If you open a Sell position, any stock borrowing fees we incur may be passed on to you. If you fail to pay these charges or if we can no longer borrow the stock (and we notify you), we may close your position immediately, which could result in a loss. You also agree to reimburse us for any fines, penalties, or charges imposed by exchanges or regulators related to your trade.
- 17.7. If you trade shares that later become unavailable for borrowing (or if borrowed shares are recalled), making it impossible for us to hedge, we may take one or more of the following actions:
- Increase your margin requirements;
 - Close the trade at a level we consider reasonable;
 - Change the last dealing time for the trade.

18. Placing a Trade

- 18.1. You can open a trade by either buying or selling:
- A 'buy' trade is also called a 'long position'
 - A 'sell' trade is also called a 'short position'
- 18.2. Every trade must specify the number of shares, contracts, or units of the underlying instrument.
- 18.3. Once you open a trade, it is binding, even if doing so exceeds any credit or trading limits that apply to you.
- 18.4. When you open or close a trade, you may need to pay a commission. This can be:
- A percentage of the trade value,
 - A fixed amount per instrument, or
 - Another basis agreed in writing.

We will inform you of the commission terms in writing. If we do not, the standard rate applies: **0.01% of the trade value** or as published on our website.

- 18.5. Unless agreed otherwise, all amounts due when opening a trade must be paid once we confirm the opening level of your trade.
- 18.6. All fees under this section are subject to the provisions in Clause 10 of this Agreement.

19. Trading Rules for MT4 and MT5 Platforms

- 19.1. On MT4, if you open a Buy trade and later open a Sell trade on the same instrument while the Buy trade is still active, both trades will remain open at the same time. The same applies if you start with a Sell trade and then open a Buy trade. Each position will have its own margin requirements.

19.2. On MT5, trade works differently:

- a) If you open a Buy trade and then place a Sell order on the same instrument:
- If the Sell order is smaller than your Buy trade, it will partially close the Buy trade.
 - If the Sell order is equal to your Buy trade, it will fully close the Buy trade.
 - If the Sell order is larger than your Buy trade and open a new Sell position for the extra amount.

20. Closing your Trades

20.1. To close a trade (fully or partially), you must place an opposite order for the same instrument: a) if your original order was Buy, you must place a Sell order; or b) if your original trade was a Sell, you must place a Buy order.

20.2. On MT5, your trades will be netted, and the combined position will appear on your platform.

20.3. Spreads can change significantly and may be wider or narrower when you close a trade compared to when you opened it. If the market for the instrument is closed, we will quote prices based on what we reasonably believe reflects the market value at that time. These quotes are at our discretion and may not match the official market price. You agree to use these prices only for your own trading and not share them with others.

20.4. If you ask us to close a trade, we are not obligated to do so. If we agree, we will calculate the closing value based on market conditions and include any related costs. This amount may be payable by you or to you and could be substantial.

20.5. We may close any trade at our discretion without notice if:

- a) For a Sell trade, we cannot borrow enough of the underlying asset to maintain our hedge;
- b) A lender requires us to return borrowed assets, and we cannot maintain the hedge;
- c) We cannot establish or maintain a hedge, or doing so becomes too burdensome.

20.6. When we close a trade:

- a) The closing date will be set by us, and the price will be determined by us;
- b) No further deliveries or payments are required except for settlement amounts; and
- c) All amounts' dues must be paid immediately.

20.7. Any obligations from closing trades will be settled on a net basis, meaning we calculate the total amount owed by either party and settle that amount immediately.

20.8. If there is dispute about trade, we may cancel, reserve, or close any related positions at our discretion.

20.9. You can close an Undated Trade at any time. The closing price will be: a) for Buy trade, the lower price quoted by us; or b) for a Sell trade, the higher price quoted by us.

21. Expiry Trades and Rollover

- 21.1. If you do not close an expiry trade before the Last Dealing Time, we will close it for you as soon as we determined the price. The closing price will be (a) the last traded price or official closing price of the underlying asset, as reported by the relevant exchange, plus or minus (b) any spread we apply when closing the trade. Details of the Spread are available on request.
- 21.2. It is your responsibility to know the Last Dealing Time and any spread that may apply when closing an expiry trade.
- 21.3. We do **not** automatically roll over trades to the next contract period. If you want to roll over a trade, you must request it, and we may agree at our discretion. Rolling over may result in losses. If we agree to roll over: a) The original trade will be closed at or just before the Last Dealing Time; b) A new trade will be opened under our standard terms.

22. Hedging Disruptions and Client Responsibilities

- 22.1. If we believe a hedging disruption has occurred or is likely to occur, we may take any necessary steps to protect our position. A hedging disruption can include delays, interruptions, suspensions, or reductions in payments or settlements related to any transaction or asset we use to manage risk on your trade.
- 22.2. If a hedging disruption happens, whether because a counterparty fails to meet its obligations or for any other reason, you agree to cover any extra costs we incur. These costs may include unwinding, setting up, or adjusting a hedge. We will notify you of these charges and may deduct them from your account or request payment. If you fail to pay in full and on time, it will be treated as an event of default.

23. Trading Suspension: What Happens Next

- 23.1. If trading in the underlying asset is suspended, we will calculate the value of your trade based on the last available price before the suspension. If no trades occurred that day, we will determine a reasonable closing price.
- 23.2. If the suspension lasts for (5) **five business days**, we will try to agree with you on a closing date and value. If we cannot agree, the trade will stay open until the suspension ends or until we close it under this clause. During the suspension, we may: a) Adjust margin requirements or rates; b) Close the trade at our discretion.
- 23.3. If the market announces that the asset will no longer be listed or traded and it is not quickly re-listed in the same country, the announcement date (or the actual delisting date, if earlier) will be treated as the closing date. We will determine and notify you of the closing price.

24. Overnight Financing and Daily Rollovers

Rolling Daily Transactions and Undated CFD Contracts are offered across various Markets and Underlying Markets, each operating under its own conditions and spread parameters, which we may adjust at our discretion. These contracts automatically roll over into the next trading session without requiring any action from you. If you hold an open position beyond the close of a trading session, a Daily Financing Fee, either a debit or a credit will be applied to your account accordingly.

25. Credit Facilities and Financial Obligations

Any credit facility we provide will be detailed separately and subject to specific terms, conditions, and limits agreed upon in individual correspondence. We may modify or withdraw any credit arrangement at our discretion and without prior notice. Please note that trading on credit does not limit your potential losses. Neither the credit limit assigned to your account nor the Margin you have deposited acts as a cap on your financial liability. You acknowledge and agree that your financial liability to us may exceed any credit or other limit placed on your account.

26. Set-Off Rights

- 26.1. We may, at any time and without prior notice, offset any amount we owe you against any amount you owe to us or your affiliates. This includes losses or other liabilities, whether current or future, fixed or contingent, and whether or not they arise under Terms. This right applies regardless of the currency in which the obligations are denominated.
- 26.2. If the obligations are in different currencies, we may convert one liability into the other using a reasonably determined exchange rate. Exercising our set-off rights does not affect any other rights or remedies we or our affiliates may have under these Terms or by law.

27. Error in Trade Execution (Manifest Error)

- 27.1. If a trade involves a Manifest Error, we may, without your prior consent, either cancel the Transaction from the start or amend its terms. If we amend the Transaction, we will adjust it to a level we reasonably believe would have been fair at the time the trade was executed. When deciding whether an error qualifies as a Manifest Error, we will act reasonably and consider factors such as market conditions at the time or inaccuracies in the data used to quote prices. Please note that any financial decisions you made based on

the original Transaction will not affect this determination.

- 27.2. Provided there is no fraud, intentional misconduct, or negligence on our part, we are not liable for any loss, cost, claim, or expense resulting from a Manifest Error, even if the error came from a third-party source we reasonably relied upon.
- 27.3. If a Manifest Error occurs and we exercise our rights under this clause, and you have received funds from us in relation to the error, you agree to return those funds promptly and in full.

28. Margin Requirements and Client Duties

- 28.1. We may enter into transactions in options, futures, or Contracts for Difference (CFDs) that require you to provide Margin payments—a cash deposit to cover any unrealised losses that have occurred or may occur on your investments. Subject to our standard terms and conditions and approval of your account application, we will provide execution-only services for Foreign Exchange (FX) and CFDs where the underlying products include FX contracts, metals, equity indices, and commodities. All orders are executed on a Straight Through Processing (STP) basis, meaning margins are those provided directly by the liquidity provider.
- 28.2. Margin payments may be required when you enter into a transaction and on a daily basis if the value of your position moves against you. Market price movements will directly affect the amount of Margin you need to maintain.
- 28.3. Leveraged transactions require you to deposit Margin, which is usually a small percentage of the total contract value. For example, a contract with 100:1 leverage requires Margin of just 1% of the contract value. This means even small price movements in the underlying asset can result in significant gains or substantial losses. *(Note: This example is for reference only.)*
- 28.4. Margin requirements must be met in the specified currency and within the time we set (or immediately if no time is specified). One Margin call does not prevent another. You are responsible for monitoring your account and should not rely on Margin calls as a way to manage your positions. Margin calls are provided as a courtesy, and we are not obliged to make them.
- 28.5. You may lose your initial deposit and need to provide additional Margin to maintain your position. If you fail to meet Margin requirements, your positions will be liquidated, and you will be responsible for any resulting losses.
- 28.6. Margin may be provided in cash or other assets acceptable to us at our discretion.
- 28.7. If you fail to provide Margin when required, we (or any applicable exchange, clearing house, or counterparty) may close out your positions and exercise the rights described in Clause 19. We may close out any or all positions at any time you fail to meet Margin requirements or in other circumstances outlined in these Terms.

29. Compliance with Market Rules and Regulations

We may take any action we reasonably consider necessary to comply with Market Rules, anti-money laundering regulations, and other applicable laws and regulatory requirements. This can include, without limitation, selling or closing any or all of your open transactions. We may also report any transaction executed by you or on your behalf to the relevant regulatory authority, as required under applicable Market Rules.

30. Improper Trading and Platform Misuse

30.1. We do not guarantee the performance, speed, or uninterrupted availability of our online trading platforms (MT4/MT5), which may occasionally experience system errors or internet disruptions. To the fullest extent permitted by law, we are not liable for:

- i. any direct or indirect loss or damage caused by delays, interruptions, or system failures while using our trading platforms;
- ii. any loss or damage resulting from improper, illegal, or unfair trading practices, whether by you or a third party, as reasonably determined by the Company;
- iii. any loss or damage resulting from your failure to use the most current version of our trading platform.

30.2. If we reasonably believe that you or any associated party has engaged or may be engaging in improper, illegal, or unfair trading practices, we may immediately suspend the relevant trading account(s) while we investigate.

30.3. Latency trading refers to a high volume of transactions opened and closed within an unusually short time compared to the average client, with trades placed advantageously between the quoted price and the Underlying Market rather than randomly as expected under fair use. If we reasonably believe latency is being exploited, we may, at our absolute discretion:

- i. Void all affected trades;
- ii. Return only your deposited funds (after deducting any prior withdrawals);
- iii. Close your trading account.

31. Understanding Roles and Responsibilities

31.1. We will engage in transactions with you and complete them in good faith.

31.2. You acknowledge and agree that all your orders are executed over-the-counter (OTC), meaning they are not placed on a regulated market or organized trading facility. By accepting this Agreement and placing any order with us, you give your prior express consent for your orders to be executed outside a trading venue. This consent applies generally and not to individual transactions.

- 31.3. We will take all reasonable steps to comply with applicable rules and regulations. You agree to follow any decision we make to meet these obligations.
- 31.4. Any links to third-party websites or resources provided through our website, software, or platform are for informational purposes only. We do not control their content, quality, or security and cannot be held responsible for any losses resulting from your use of them.
- 31.5. We take reasonable care to ensure the accuracy and completeness of information on our website, platform, and communications. However, some information may be provided “as is” and “if available,” and we cannot guarantee or warrant its accuracy or reliability.
- 31.6. We reserve the right to amend product specifications and conditions on our website as needed. You should stay updated and take any necessary actions to protect your interests. You will remain bound by this Agreement after any amendments, but you may terminate the Agreement without penalty, subject to existing obligations.
- 31.7. We may remove products or stop allowing new orders at any time. If you have an open position in a product we no longer offer, you must close it within the allowed time. Otherwise, we will close it at the last available price. Any open CFD positions with an expiration date will automatically close at the end of the last trading day.
- 31.8. Margin Requirements for Clients:
- i. We may adjust margin requirements and leverage ratios without prior notice.
 - ii. Clients should regularly review current margin requirements on our website.
 - iii. We may enter into agreements with external service providers to deliver our services.
- 31.9. If your relationship with us involves authorized persons, all obligations under this Agreement are joint and several. Any communication, including notices and orders, will be considered delivered to all persons constituting the Client.
- 31.10. We reserve the right to reverse any transactions we deem contrary to your interests or ours.
- 31.11. If you breach any term of this Agreement (or we reasonably believe you may), we may suspend your access to our platform or accounts, terminate the Agreement, or take other actions we consider appropriate.
- 31.12. Becoming a Client does not grant you any rights to our intellectual property or that of our partners. Our website, software, data, and other materials are protected by law. All rights are reserved.
- 31.13. You must not take any action that could harm our intellectual property or that of our partners.
- 31.14. You must not copy, reproduce, duplicate, translate, or claim ownership of any rights belonging to our partners.

32. Managing Conflict of Interest

If a conflict of interest arises and we become aware of it, we will manage the situation fairly and in line with our internal procedures. For more details, please refer to our Conflict of Interest Policy available on the Centrino Capital website. If a conflict cannot be fully resolved, we will inform you about its general nature and source.

33. Termination of Agreement

- 33.1. Either party may end this Agreement at any time for any reason by giving the other party thirty (30) days' written notice.
- 33.2. We may terminate this Agreement immediately if required by a competent regulatory authority.
- 33.3. The availability of any service under this Agreement or listed on our website is at our sole discretion. We may close, suspend, or permanently discontinue any service, in full or in part, at any time and for any reason. Except for Third-Party Services, we will provide reasonable notice before taking such action.
- 33.4. This Agreement will automatically terminate in the following cases:
- i. If you are an individual, upon your death, mental incapacity, or bankruptcy;
 - ii. If you are a corporate entity, upon the start of winding-up, liquidation, or similar proceedings in any applicable jurisdiction;
 - iii. Termination will not affect the completion of any transactions already initiated before termination.
- 33.5. Any provisions relating to disclaimers, liability limits, indemnities, disclosure of information, rights of retention and security over assets, set-off, and tax will continue to apply even after termination.

34. Effects of Termination

- 34.1. When this Agreement ends, we will promptly complete any transactions that were already in progress. All outstanding fees, charges, and expenses up to the termination date or resulting from the termination, must be paid immediately.
- 34.2. Ending the Agreement does not affect any rights or obligations that have already accrued, any existing commitments, or any provisions intended to survive termination. Termination will not involve penalties or extra charges, except that you will remain responsible for: (i) any periodic fees owed to the Company, calculated on a pro-rata basis up to the termination date; (ii) any reasonable costs we incur in processing the termination; and (iii) any losses that arise as a necessary result of settling or concluding outstanding obligations.

35. Our Rights to Protect Accounts

- 35.1. We may, at our sole discretion, freeze, block transactions, or place a hold on your Account or funds at any time if:
- a) We believe there is a breach of Applicable Law;
 - b) You have breached this Agreement or any Additional Terms or Policies on our website;
 - c) Your Account has a debit balance, in which case you must pay us the outstanding amount and any applicable charges;

- d) We receive confirmation of your death or legal incapacity (or, for a legal entity, confirmation of dissolution) until a legal successor is appointed;
- e) We receive an order from a court or regulatory authority requiring us to suspend or freeze the Account;
- f) We believe funds in your Account were obtained unlawfully or the Account is being used for suspicious transactions. In such cases, we may request documentation to verify the legality of the transactions;
- g) You fail to comply with our requests;
- h) It is required under our policies or Applicable Law; or
- i) There are other valid reasons we consider necessary.

35.2. We are not responsible for any loss you may incur as a result of your Account or transactions being suspended, frozen, or blocked.

35.3. You authorize us to debit your Account (including overdrawing it if necessary) to correct any erroneous credit without liability on our part. You waive any right to file a claim or lawsuit against us for exercising this right.

35.4. If you provide notice under clause 32.1, we may refuse to allow you to enter into new positions or orders that would result in additional open positions during the termination notice period.

36. General Restrictions on Use

The Company will not, without your written consent, borrow funds on your behalf or enter into any contract that would require you to add more assets to your Trading Account.

37. Dealing and Counterparty Arrangements

37.1. When executing transactions for your account, we will always aim to achieve Best Execution. We have the discretion to select the markets, exchanges, and counterparties we consider appropriate. All transactions will be carried out in accordance with the applicable rules and regulations of the relevant exchange or market, and we may take any necessary actions permitted under those rules or accepted market practices.

37.2. Subject to regulatory guidelines, we may aggregate your transactions with those of other clients, employees, or our Associates if:

- a) We reasonably believe such aggregation will not disadvantage any client involved;
- b) You have been informed that aggregation may, in some cases, result in a less favorable outcome for you, and this has been disclosed in writing;
- c) We have recorded the allocation method and identified your participation in the transaction; and
- d) We will act in good faith and exercise due diligence in selecting and dealing with counterparties.

37.3. You acknowledge and agree that we or our Associates may, directly or indirectly, receive payments from third parties such as commissions, custody fees (retrocessions), or brokerage fees. This includes compensation linked to collective investment instruments in which your assets may be placed. You expressly consent to us retaining such payments. You also understand that we or our Associates may pay commissions or fees to third parties.

38. Investments Terms

38.1. If specified in the applicable schedule and subject to any restrictions or investment limits, we may execute transactions in Investments and settle or close them at our discretion, without requiring prior approval or instructions from you.

38.2. We are authorized to debit your Account for any amounts needed to fund or top up deposits or margin requirements related to these transactions.

39. Compliance with Laws and Regulations

39.1. We are subject to strict legal and regulatory obligations. We will not take any action that, in our reasonable opinion, could result in a breach of:

- a) Applicable Law;
- b) any order from a competent court or authority;
- c) our duty of care; or
- d) any economic, financial, or trade sanction or embargo.

39.2. To comply with applicable laws, we may take necessary measures, including but not limited to:

- a) Closing, suspending, or freezing your Account, blocking transactions, or placing your Account or transactions on hold;
- b) Suspending or terminating your use of any Service;
- c) Investigating and intercepting payments into and out of any Account;
- d) Investigating the source or intended recipient of any funds; and
- e) Reporting suspicious or illegal activities or transactions to the relevant authorities.

39.3. You must comply with all applicable legal and regulatory obligations, including those related to preventing bribery, corruption, fraud, money laundering, terrorist financing, and sanctions compliance.

39.4. We are not responsible for, and you agree to indemnify and hold us harmless from, any loss, claim, expense, damage, cost, penalties, or legal charges:

- a) arising from our compliance with Applicable Laws or agreements with tax authorities;

- b) resulting from any failure or shortfall by us to comply with our obligations;
- c) caused by your breach or non-compliance with these Terms or Applicable Laws; and
- d) for any delays, suspensions, holds, or unavailability of funds due to our legal obligations.

39.5. The Company is solely responsible for ensuring full compliance with the laws and regulations of St. Lucia and must maintain appropriate controls and procedures to meet those requirements, including updates issued by relevant authorities.

39.6. The Company must also adhere to any investment guidelines and limits set by the Client, as updated from time to time.

39.7. If any investment limits or guidelines are breached, the Company will notify the Client within a reasonable period and advise on corrective measures.

40. Dispute Resolution

40.1. If you have any disputes or concerns, please contact our Client Support team at infodesk@centrinocapital.com or use any communication method listed on the Centrino Capital website.

40.2. When submitting a dispute, provide complete and accurate details of the issue along with supporting evidence.

40.3. Disputes should be reported within 24 hours of the occurrence through the official communication channels stated in our Complaint Handling Policy to help us resolve the matter quickly.

40.4. Once we confirm receipt of your dispute, we will handle it with discretion and take necessary steps to resolve it within a reasonable timeframe.

40.5. We may dismiss disputes that do not comply with this Agreement or our policies, or if they contain inaccurate information, offensive language, or threats toward the Company or its representatives.

40.6. A dispute will be considered closed or resolved when:

- i. Both parties agree the matter is resolved;
- ii. You fail to respond within 48 hours to our requests for information;
- iii. We determine no further action is required;
- iv. You do not indicate dissatisfaction or provide supporting data within a reasonable timeframe.

40.7. You may raise your dispute with the relevant regulatory authority in St. Lucia. However, if the matter was not first raised with us, the authority may choose not to address it.

40.8. Please refer to our Complaint Handling Policy on our website for detailed procedures

and guidelines.

41. Complaint Handling and Refusal Policy

- 41.1. We reserve the right, at our absolute discretion, to refuse a complaint.
- 41.2. Complaints about unexecuted instructions during periods of scheduled maintenance or server construction will not be accepted if you were notified in advance through the trading platform or other routine communication. The absence of such notice does not constitute grounds for a complaint.
- 41.3. Complaints regarding differences between prices quoted on the Trading Platform for Contracts for Difference and the prices of the underlying asset will not be accepted.
- 41.4. Complaints about the timing of order execution, including the time taken by a dealer or the time recorded in the server log file, will not be accepted.
- 41.5. Complaints about financial results from deals made using temporary excess Free Margin gained from positions later canceled due to Error Quotes (Spikes) or Manifest Errors will not be accepted.
- 41.6. References to quotes from other companies or information systems will not be considered in any dispute.
- 41.7. You acknowledge that you cannot manage a position while a dispute regarding that position is under review, and complaints about this restriction will not be accepted.
- 41.8. You acknowledge that we will not notify you when a dispute is resolved and the position reopened. You are responsible for all associated risks.
- 41.9. Once a dispute is resolved, you may trigger Stop Loss or Take Profit orders in the chronological order they would have occurred if Stop Out had not been executed.
- 41.10. We reserve the right to void any transaction if the corresponding hedge trade has been canceled by a Liquidity Provider.

42. Force Majeure Events

- 42.1. We are not liable for any loss or delay caused by force majeure events or emergencies. These include, but are not limited to: trading suspensions or delays, wars, natural disasters (such as earthquakes), communication network failures, power outages, equipment malfunctions, software errors, or any circumstances beyond our control. This also covers incidents such as unauthorized access, theft, or technical issues that prevent you from accessing, canceling, or modifying orders, or that prevent us from executing online actions or instructions.
- 42.2. If we determine that a force majeure event has occurred, we may, at our absolute discretion and without prior notice:
 - a) Close any or all open positions, regardless of their status or levels;
 - b) Suspend or modify any provisions of this Agreement where compliance becomes impossible or impractical;
 - c) Adjust the last trading time for a specific contract;

d) Take or refrain from taking any actions we consider appropriate in light of the circumstances affecting you, us, or other parties.

43. Taxation

- 43.1. You and your tax advisers are solely responsible for managing your tax affairs.
- 43.2. You acknowledge and understand that we may be legally required to report certain information about you and your relationship with us to relevant tax authorities. This may include details about your Accounts and the Services we provide, which could be:
- i. Reported to tax authorities in the country where your Account is held, who may share it with tax authorities in other countries where you may have tax obligations; or
 - ii. Reported directly to tax authorities in your country of citizenship, residency, or any other jurisdiction where we are required to determine or presume you have a tax obligation.

44. Indemnity Obligations

- 44.1. You agree to fully indemnify and hold us harmless from any losses, damages, liabilities, claims, actions, legal proceedings, expenses (including legal and professional adviser fees), or any other form of liability we may incur as a result of:
- i. Your use of our Services and/or any Digital Platform;
 - ii. Our acting upon, or choosing not to act upon, your instructions;
 - iii. Any actions by you or your Authorised Users that breach this Agreement, any related policies, website content, or applicable laws; and
 - iv. Any suspension, freezing, blocking, or holding of your Accounts or transactions.
- 44.2. We are not responsible for any claims, losses, or damages arising from the actions or omissions of third-party broker-dealers, agents, or other unrelated entities. You agree to indemnify and protect us from any liabilities related to such third-party conduct.

45. Limitation of Liability

- 45.1. We agree to act in good faith and with due diligence. To the extent permitted by the laws of St. Lucia, neither we nor our employees will be liable for any loss you incur, except where such loss results from our gross negligence, willful default, or fraud.
- 45.2. We are not responsible for any failure or misconduct by counterparties, fund houses, clearing institutions, or other third parties who may hold your funds, investments, or related documents.
- 45.3. You understand and agree that any Introducing Broker (IB) is solely responsible for introducing you to us. We are not liable for any actions, advice, losses, or agreements arising from your interactions with the IB, including account opening, trading decisions,

or financial arrangements.

- 45.4. Any engagement with an IB is based on your independent judgment. We are not accountable for any statements or guarantees made by the IB regarding our services or products.
- 45.5. We are not liable for incorrect payments made by you to service providers, utility companies, credit card institutions, or other beneficiaries due to errors such as incorrect account details. You agree not to hold us responsible for delays or errors beyond our control, even if they result in service disruptions or failed transactions.
- 45.6. We may use third-party Payment Service Providers (PSPs) for payment processing. All transactions via PSPs are governed by their terms and conditions.
- 45.7. We bear no responsibility for losses, damages, or liabilities resulting from the use of PSPs, including unauthorized transactions, mistakes, or failures. You agree to indemnify and hold us harmless from any claims related to PSP use.
- 45.8. We will not issue refunds or reimbursements for transactions carried out through PSPs. Any disputes or refund requests must be resolved directly with the PSP.
- 45.9. We are not responsible for any claims, losses, or costs arising from:
- i. Any force majeure event (see Clause 41.1);
 - ii. Suspension or termination of any service or Approved Third-Party Platform;
 - iii. Misuse of our services due to your failure to apply reasonable security measures or comply with these Terms;
 - iv. Your general use of our services.
- 45.10. We disclaim liability for any loss or damage suffered while acting in good faith under this Agreement or resulting from your breach of this Agreement.
- 45.11. We are not liable for indirect or consequential losses, including those not reasonably foreseeable, even if you informed us of the possibility of such losses.
- 45.12. We make no guarantees or warranties, express or implied, regarding any third party or the quality, suitability, or fitness of any Approved Third-Party Platform.
- 45.13. We do not guarantee the performance or profitability of your Trading Account. All investments involve market risk, and you accept the possibility of losses.
- 45.14. We are not liable for any loss of profit or opportunity.
- 45.15. We make no representation or warranty regarding any third party or the use of any Approved Third-Party Platform.
- 45.16. We may decline to act for you if we cannot ensure fair treatment.

46. Written Notice

Any Written Notice under this Agreement may be delivered through any of the following methods:

- a) The internal messaging system within the Trading Platform;

- b) The Company's official email address;
- c) Registered postal mail sent to or from the Company; or
- d) Announcements posted in the Company Announcements section of our official website.

47. Client warranties

- 47.1. You confirm that you have full legal capacity and authority to enter into this Agreement with us. You also confirm that your Trading Account is free from any liens or charges and that no such encumbrances will arise due to your actions or omissions.
- 47.2. You agree not to deal with, or authorize any third party to deal with, any assets in your Account except through the Company.
- 47.3. You warrant that all information you provide to us, specifically regarding your tax residence and domicile status is accurate and complete. You agree to provide any additional information reasonably requested by relevant authorities and to immediately notify us of any material changes to previously provided information.

48. Amendments

We may amend, revise, or update any part of this Agreement at any time, at our sole discretion, without prior notice or liability to you. Any changes will take effect immediately once published or communicated through any method we consider appropriate.

By continuing to trade with us or maintain an active account, you agree to the updated terms. If you do not agree with the changes, you must close your account as soon as reasonably possible.

49. Assignment and Delegation of Rights

- 49.1. You may not transfer your rights or assign your responsibilities under this Agreement to any other party without our prior written approval.
- 49.2. With your consent, we may appoint a suitable Associate to act as our replacement. In such cases, all rights, responsibilities, and benefits under this Agreement will transfer to that Associate.
- 49.3. We may delegate any of our duties under this Agreement to a connected party or Associate by giving you at least 10 days' prior notice. We may also share relevant Client and Account information with them. If you do not respond within this 10-day period, your consent will be considered granted.
- 49.4. We may hire agents (including Associates) to perform administrative, trading, or related support services necessary to fulfill our obligations under this Agreement, with 10 days' prior notice. If you do not respond in writing within 10 days, approval is deemed given.

- 49.5. You are not allowed to create any form of security interest, such as a lien or charge, over your rights under this Agreement, including rights related to deposits we hold for you.
- 49.6. We may transfer, assign, or delegate our rights or responsibilities under this Agreement, in part or in full, to another party by giving you at least seven (7) Business Days' notice, without requiring your prior consent.
- 49.7. If you fail to meet your obligations under this Agreement, we may immediately assign our rights, such as the right to recover owed money or enforce securities or remedies, to another party. You may be required to confirm in writing that the new party has assumed these rights and obligations.
- 49.8. This Agreement is specific to you and cannot be transferred or assigned by you. However, with your agreement, we may appoint an appropriate Associate as our successor, transferring all benefits, duties, and obligations under this Agreement to that Associate.

50. Data Protection and Confidentiality

- 50.1. Both parties agree to comply with all data protection laws in St. Lucia, including any updates, governing the handling of personal and sensitive data ("Data").
- 50.2. You consent to us and our affiliates collecting, storing, using, and transferring your personal data (electronically or otherwise), both within and outside St. Lucia, in line with applicable law and our Privacy Policy. This data may include your name, address, phone number, date of birth, ID number, income, nationality, and job title. We use this information to manage your account, provide services, send marketing materials, and conduct market research or analysis. You may withdraw your consent at any time by notifying us, unless prohibited by law.
- 50.3. Your data will only be retained for as long as necessary to provide our services. You have the right to access your data, request details about its use, correct inaccuracies, or revoke consent at no cost by submitting a written request.
- 50.4. You give us permission to contact you about our services, even if you previously requested not to be contacted.
- 50.5. 50.5. More details on how we collect, process, transfer, and disclose your data are available in our Privacy Policy.
- 50.6. Subject to applicable law, we may monitor and record your communications (calls, emails, messages, social media, etc.) for purposes such as regulatory compliance, crime prevention, system security, staff training, quality control, and maintaining communication records.

- 50.7. You agree to provide any documents or information we request and waive confidentiality rights under data protection laws to the extent such disclosure is required under this clause.
- 50.8. We will process your data to fulfill this Agreement in line with applicable laws. You consent to us transferring your data to affiliates or third parties, including outside St. Lucia, and agree to provide requested documentation. We may also collect your data from third parties or affiliated entities.
- 50.9. If applicable, you confirm that you have obtained all necessary consents from data subjects to process their data as required under this Agreement, including for any international transfers.
- 50.10. Both parties must maintain the confidentiality of information obtained under this Agreement, except where disclosure is legally required, requested by regulators, or needed by professional advisers to fulfill their services.

51. Intellectual Property Rights

You acknowledge that all information, publications, marketing materials, software, and other materials related to your Account or our Services (“IP Material”) are our property. You agree not to reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit, or otherwise use any IP Material in whole or in part without our prior written permission. You must also ensure that no other party is given access to such materials without our consent.

All rights in patents, copyrights, design rights, trademarks, and other intellectual property (whether registered or unregistered) relating to our trading platforms remain with us or our licensors. You must not copy, interfere with, tamper with, alter, amend, or modify the trading platforms or any part of them unless expressly permitted by us in writing. You may not reverse compile or disassemble the platforms except where permitted by law.

Any copies of the trading platforms made in accordance with the law are subject to this Agreement. You must ensure that all trademarks, copyright notices, and restricted rights notices of the licensors are reproduced on these copies.

If you use MT4 or MT5 platforms, you must maintain an up-to-date written record of the number of copies you have made. If we request it, you must provide us with a statement of the number and location of these copies as soon as reasonably possible.

52. Non-Tradable Investments

We may invest in assets that are not easily tradable because they lack a recognized or active market. This means it could be difficult to buy or sell these investments or to determine their exact value or risk level. However, any such investment will always follow the restrictions

described in your agreed Investment Objectives.

53. Acknowledgement of Trading Risks

- 53.1. The Client acknowledges that trading Contracts for Difference (CFDs), engaging in leveraged transactions, and operating under margin requirements involve speculative and high-risk activities. These activities can lead to the loss of the entire invested amount, and in some cases, losses may exceed the Client's initial investment and margin deposits. The Client understands and accepts that the Company does not guarantee profits, nor does it assure the avoidance of losses or the preservation of invested capital when using its trading products and services.
- 53.2. The Client represents and confirms that they have the financial capacity and willingness to bear the risks involved in CFD trading. The Client agrees not to hold the Company responsible for any trading losses incurred and acknowledges that no outcome in CFD trading can be guaranteed or made loss-proof.
- 53.3. The Client confirms that they have not received any guarantees, promises, or assurances, whether from the Company, its service providers, or related parties regarding specific trading results. The Client further declares that their decision to enter into this Agreement was made independently, without reliance on such assurances. Should the Client receive any such claims or solicitations, they agree to notify the Company immediately and accept full responsibility for doing so.

54. Entire agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes other prior or contemporaneous written or oral understandings with regard to the subject matter hereof.

Any modification of this Agreement and any waiver of any part of this Agreement must be in writing and executed by the parties hereto unless expressly stated otherwise in the Agreement.

55. Language

The official language for all communication with the Company is English. All documents and information we provide will be in English. Translations in other languages are for your convenience only and are not legally binding. If there is any difference between a translation and the English version, the English version will always apply. For accurate and official information, please refer to the English documents and the Company's official website.

56. Defamation

You agree not to make or share any false, misleading, or harmful statements, whether spoken or written about the Company, its affiliates, employees, or representatives. This includes comments that could damage the Company's reputation, operations, or business interests. The Client understands that violating this clause may lead to legal action and claims for damages by the Company.

57. Severability

If any part or provision of this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction, it will not affect the validity, legality, or enforceability of the remaining parts of that provision or any other provisions of the Agreement, either within that jurisdiction or in any other jurisdiction.

58. Governing Law and Jurisdiction

58.1. This Agreement is governed by the laws of St. Lucia and will be interpreted accordingly. Any disputes or claims arising from or related to this Agreement shall fall under the exclusive jurisdiction of the courts of St. Lucia, and all parties agree to submit to that jurisdiction.

58.2. The Client irrevocably agrees that the courts of St. Lucia shall have exclusive authority over any disputes or claims connected to this Agreement. The Client waives any objection regarding the venue's convenience or appropriateness.

59. General Information

59.1. The Client confirms that they have read, understood, and accepted the terms and conditions outlined in this Agreement, as well as those available on the Company's official website. The Client agrees that the terms posted on the Company's website at the time of any specific transaction will prevail, regardless of the date this Agreement was signed. It is the Client's responsibility to regularly check the Company's website for any updates or modifications.

59.2. Nothing in this document should be interpreted as a recommendation, offer, or solicitation to buy, sell, or acquire any security, financial product, or instrument, nor as an invitation to participate in any trading strategy in jurisdictions where such actions are prohibited by law. Legal restrictions in various countries may limit the

type of information the Company is allowed to share. Therefore, unless explicitly stated otherwise, the information in this document is not intended for individuals residing in countries where the distribution of such material or offering of related products and services is restricted.

60. Client Declaration and Signature

By signing this Agreement, whether electronically or in writing, you confirm that you have read, understood, and agree to be legally bound by all the terms and conditions of the Client Agreement. This includes all policies and legal documents published on the Company's official website, which form an integral part of this Agreement.

You acknowledge and accept that:

- i. You have reviewed the Agreement and understand your rights and obligations.
- ii. You consent to the products and services provided under this Agreement and on the Company's website.
- iii. You understand that the Company provides execution-only services and does not offer personal, financial, management, or investment advice. All investment decisions are your sole responsibility.
- iv. You are aware that all investments carry risk, including the potential loss of your entire investment, and past performance does not guarantee future results.
- v. You accept full responsibility for your trading decisions and agree to indemnify and hold the Company harmless from any losses, claims, or legal actions arising from your activities.
- vi. You understand that the Company will not be liable for any losses incurred due to your investment choices or for actions or omissions of third-party providers involved in delivering services.

You agree to comply with all terms, conditions, and policies available on the Company's website, including the Terms and Conditions, Privacy Policy, and Website Terms of Use, and acknowledge that these may be updated periodically. It is your responsibility to review them regularly.

Client Name: _____

Client Signature: _____

Date: _____

