



INTRODUCING BROKER AGREEMENT

Between

**Centino Capital LTD,
Company Number 2025-00708
(the “Company”)**

AND

(The Introducing Broker)

Table of Contents

1.	Definition and Interpretation	4
2.	Scope of this Agreement	6
3.	Registration	7
4.	Commencement of this Agreement	7
5.	Services of the Company	8
6.	Introducing Broker's Fees	8
7.	Relationship between the parties	8
8.	Introducer's rights and obligations	9
9.	Company Rights	10
10.	Void the Agreement if the Introducer fails to:.....	10
11.	Introducer Restrictions	11
12.	IB rules for changing IB.....	12
13.	Sub-IB.....	12
14.	Proprietary Information of the Company	13
15.	Use of Company Branding and Website Content	13
16.	Term.....	14
17.	Amendments and Termination	14
18.	Representations, Warranties and Covenants:	14
19.	Compliance, Supervision and Due Diligence	16
20.	Confidentiality	17
21.	Limitation of Liability and Indemnification	17
22.	Miscellaneous	18
23.	Assignment.....	18
24.	Headings	18
25.	Communication and Notices	18
26.	Force majeure.....	19
27.	Governing law and Jurisdiction	19
28.	Entire IB Agreement	20
29.	Counterparts	20
30.	Acknowledgement	20
	ANNEXURE-I	22

General Information

This document is a legal document between an individual or legal entity (“you”) and Centrino Capital Ltd, a company incorporated and registered in Saint Lucia, with Company Number 2025-00708, with its registered office at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia (hereinafter referred to as the “Company,” “Centrinocapital.com,” “We,” “Centrino Capital,” “Us,” “Our,” or “Ourselves,” as applicable).

This Introducing Broker Agreement (the “IB Agreement”) (including any schedules), as amended from time to time, will govern all transactions entered into between Centrino Capital and the person or corporate whose name appears on the “IB Profile Section”, which is an integral part of this IB Agreement. (hereinafter ‘Introducing Broker’, ‘Introducer’, ‘IB’, ‘You’, ‘Yours’ and ‘Yourself’ as appropriate)

Your consent to the terms and conditions of this Agreement with centrinocapital.com is signified by sending us the email with an affirmative reply (“ok”, “yes”, “agreed”, etc.) in response to Our email containing a copy of this Agreement, or by signing this Agreement, or by clicking “I accept” or the like button when registering on the IB Platform.

BY ACCEPTING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS HEREIN, INCLUDING ANY TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT PARTICIPATE IN THE INTRODUCING BROKER PROGRAM.

BACKGROUND

- i. This Agreement defines the relationship between the Introducing Broker (IB) and the Company. All dealings, interactions, and cooperation between the IB and the Company shall be exclusively governed by the terms of this Agreement;
- ii. The Company operates in the financial services sector, offering a range of products and services related to spot forex contract, derivatives, equities trading transactions, bonds, fixed income funds, contract for difference (CFDs), commodities, options, futures, the stock market, and other financial instruments;
- iii. The Introducer operates as a business entity engaged in referring or introducing clients to the Company;
- iv. The Company shall not be held liable for any statements, representations, or promises made by the Introducer during the course of promoting or introducing the Company’s services;
- v. This Agreement does not create an agency relationship between the Company and the Introducer. The Introducer is not authorized to act or make commitments on behalf of the Company;
- vi. This Agreement does not imply any form of employment. The Introducer shall not be considered an employee or legal representative of the Company, and the Company assumes no responsibility for the actions or omissions of the Introducer;
- vii. By enrolling as an Introducing Broker, the Introducer confirms acceptance of this Agreement. In the event of any matter not expressly addressed herein, the Company will

- act in good faith and fairness, making decisions based on standard industry practices. The Introducer agrees that the Company's decision in such matters shall be final and binding;
- viii. This Introducing Broker Agreement (the "IB Agreement"), including any applicable schedules and amendments, governs all transactions between the Company and the individual or entity whose details are specified in the accompanying "IB Profile Section," which forms an integral part of this Agreement.
 - ix. The purpose of this Agreement is to outline the terms and conditions under which the Introducer will refer clients to the Company.
 - x. The terms and conditions in this Agreement shall apply fully to the Introducer and govern their participation in the Introducing Broker Program.

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the parties agree as follows:

1. Definition and Interpretation

Unless otherwise expressly provided in this Agreement, the terms used in this Agreement shall have the meanings ascribed to them below:

"Effective Date" refers to the date on which the Introducing Broker accepts and agrees to the terms and conditions outlined in this Agreement.

"IB Account" denotes the account created by the Introducing Broker on the IB Platform for the purpose of participating in the Introducing Broker Program and carrying out the terms of this Agreement. Certain types of data within the IB Account may also be accessible via the associated Trading Account.

"IB Application" refers to the set of information and documents submitted, either as a single submission or through a series of entries during the registration or agreement process, by a prospective Introducing Broker to the Company (either directly or via www.centrinocapital.com) in order to enter into and execute this Agreement.

IB Rebates means compensation payable to the Introducing Broker as per the applicable Fee Schedule or Rebate Plan. The calculation of the IB Rebate is based exclusively on centrinocapital.com's internal data and as reflected in the Rebate Report and is payable in accordance with the terms outlined in Annexure-I of this Agreement.

"IB Platform" an online system maintained and operated by centrinocapital.com through which each Introducing Broker can access a dedicated IB Account, view Rebate Reports, and review the applicable Rebate Plan and associated conditions.

"Intellectual Property" refers to all proprietary rights including but not limited to copyrights, trademarks, patents, content, data, materials, and designs owned by Centrino Capital, its affiliates, licensors, or third-party content providers. These rights remain fully reserved. The Introducing Broker may not use, reproduce, or display the name, logo, website content, printed materials, or any branding of Centrino Capital without prior written approval from the



Company. This restriction applies to the Introducing Broker, its agents, and contractors

“Introduced client” (“IB customer” or “IB client): a natural person or legal entity who satisfies all of the following conditions:

- a. Has registered on the Trading Platform using the unique Tracker ID or Referral Code assigned to the Introducing Broker and has subsequently been approved by Centrinocapital.com. Approval is subject to the successful verification of the client’s account and/or documents, with no identified violations, issues, or misuse;
- b. Was referred to centrinocapital.com by the Introducing Broker through approved marketing or communication channels, unless otherwise explicitly agreed upon by both Parties;
- c. It is not already registered on the Trading Platform under any name or identity. Duplicate registrations, whether under different names or identities, will not qualify unless otherwise agreed by the Parties;
- d. If the person or entity resides in a Restricted Country or a Sanctioned Country (as listed on the Centrinocapital.com website), they will not be considered an eligible Introduced Client. Such individuals will not be counted towards IB Rebate calculations, even if they registered using the IB’s referral link;
- e. Meets all the specific conditions required for IB Rebate eligibility as outlined on the IB Platform (if any).

Note: Clients generated through artificial means, such as bots, spiders, scripts, or any other automated tools, shall not qualify as Introduced Clients or IB Customers under any circumstance

Subject to sole and absolute discretion of Centrinocapital.com, the existing user of Trading Platform which does not comply with all the criteria mentioned above, upon IB’s/ such user’s request may be qualified as an Introduced User manually.

“Introducing Broker” (“IB” or “Introducer”): a natural person or a legal entity who meets all the following criteria:

- a) Holds a Trading Account on the Trading Platform (if applicable);
- b) Is not a resident of any Restricted or Sanctioned Country, as defined and listed on the Centrinocapital.com website;
- c) Has successfully completed the IB Application process and passed all required due diligence and verification checks;
- d) Has created an IB Account on the Trading Platform and formally entered into this



Agreement with Centrinocapital.com;

- e) Has received official confirmation from Centrinocapital.com, at its sole discretion, confirming the IB's acceptance into the Introducing Broker Program, and
- f) Has been issued a Tracker ID or Referral Code that is linked to the Trading Platform, in accordance with the terms of this Agreement.

“Centrinocapital.com Guidelines” refers to all guidelines, manuals, memos, instructions, and related materials provided by Centrinocapital.com, whether via the IB Platform, email, the Website, or other channels, which outline procedures for offering the Company's Products and Services. These are intended to ensure that the Introducing Broker complies with all applicable Rules.

“Report” means the data and information provided to the Introducing Broker through the IB Platform. This includes details on IB Rebates, Introduced Client tracking, and other relevant information related to the Introducing Broker's activities.

“Rules” includes all applicable laws, regulations, directives, circulars, administrative decisions, and rules of any regulated market or exchange that the Company and the Introducing Broker are subject to. This encompasses, but is not limited to, legislation on anti-bribery, anti-corruption, data protection, and anti-money laundering, in all relevant jurisdictions.

“Services” shall have the meaning as defined in Section 5 of this Agreement.

“Term” refers to the duration of this Agreement. It becomes effective once the Introducing Broker has signed the Agreement, submitted all required documentation, and received confirmation from the Company of acceptance into the IB Program. The Agreement remains in effect for an indefinite period and may be terminated as outlined in Clause 11.

“Tracking URL” a unique referral link assigned to the Introducing Broker, which directs prospective clients to the Trading Platform. This link allows Centrinocapital.com to identify which Introduced Clients were referred by the IB for the purposes of IB Rebate calculation and other IB Program-related functions.

“Trading Account” an account established by either the Introducing Broker or an Introduced Client on the Trading Platform. Unless agreed otherwise, the Introducing Broker must maintain an active Trading Account to participate in the IB Program.

“Trading Platform” refers to Centrinocapital.com's proprietary online trading platform, accessible via web browsers and mobile applications.

“Website” means the official domain of the Company, “Centrinocapital.com,” including any other domains or subdomains operated by the Company.

2. Scope of this Agreement

This Agreement outlines the terms and conditions under which the Introducing Broker (IB) or Introducer will refer prospective clients to the Company for participation in trading activities. The IB is permitted to promote and introduce the Company's products and services through ethical and lawful practices. The IB is authorized solely to introduce clients who intend to trade via the Company's platforms.

This Agreement does not confer upon the IB any authority to represent or act on behalf of the Company in any other capacity, nor may the IB enter into contracts or financial obligations on the Company's behalf. The IB agrees to fully comply with all relevant laws, regulations, and the Company's internal policies and guidelines when conducting activities under this Agreement.

3. Registration

- 3.1. The Introducer must complete the designated Registration Form available on the Company's website or any other form specified by the IB Management Platform Provider for the purpose of IB registration.
- 3.2. The Introducer may submit the application either by completing the online form on the Company's website or by physically visiting the Company's office to fill out the required documentation.
- 3.3. The Introducer is required to submit all necessary Know Your Customer (KYC) information and documents, along with any additional documentation requested for processing the registration on the IB Management Platform.
- 3.4. The Company reserves the right to request KYC documentation at any time. Such documents may be submitted directly to the Company's Compliance Department or through other service providers authorized by the Company, in addition to the IB Management Platform.
- 3.5. The Introducer shall only be granted official "IB Status" after all required KYC information has been submitted and successfully verified by the Company.
- 3.6. No payment or fee shall be processed for any services rendered until the Company is fully satisfied that all KYC procedures have been completed and the Introducer has attained "IB Status."
- 3.7. By registering for an IB Account, the Introducing Broker agrees to be bound by the terms and conditions of this Agreement, including any amendments, updates, or modifications made from time to time;
- 3.8. Once the IB Account is created on the IB Management Platform, the Introducing Broker will be able to access it using their registered login credentials, such as the associated email address and password.
- 3.9. For the avoidance of doubt, the Company retains sole and absolute discretion in deciding whether to approve or reject any IB Account registration application. The Company is not obliged to provide any explanation or justification for the approval or rejection of any applicant, whether a natural or legal person.

4. Commencement of this Agreement

This Agreement shall become binding upon the Introducing Broker from the Effective Date and upon the Company from the date the IB application is approved. It shall remain in effect unless and until terminated by either party in accordance with Clause 17.3 of this Agreement.

5. Services of the Company

- 5.1. At its sole discretion, Company may open accounts for clients introduced by the Introducing Broker, provided such clients meet Company's internal qualification criteria and suitability standards.
- 5.2. Company agrees to accept instructions and trading orders from clients referred by the Introducing Broker and will issue account statements and trade confirmations directly to those clients.
- 5.3. Company shall provide services to the clients introduced by the IB in accordance with the terms outlined in Company's standard Client Agreements.
- 5.4. Subject to prior written approval from the Company, the Introducing Broker is permitted to use Company's official forms, brochures, newsletters, market reports, and other informational materials for the purpose of introducing clients.
- 5.5. Company will fulfill its responsibility to inform referred clients that the Introducing Broker may receive rebate or broker's fees, in accordance with the terms of this IB Agreement.

6. Introducing Broker's Fees

- 6.1. The Company reserves the right to modify the fees or rebate payout structure at its sole discretion and without prior notice. fees payable to the Introducing Broker will be calculated in accordance with the Company's prevailing Fee Schedule. The IB shall be entitled to receive Rebates as detailed in Annex-I of this Agreement.
- 6.2. The Company also reserves the right to suspend or discontinue rebate payments on any client account that remains inactive for a continuous period of 60 (sixty) days.
- 6.3. You acknowledge and agree that IB fees will not be earned or payable under the following circumstances:
 - i. Trades are executed using the same IP address as that of the Introducing Broker.
 - ii. Self-trading, where the IB generates rebates through trading in their own account;
 - iii. Trading is conducted on accounts belonging to immediate family members of the IB.
 - iv. Use of automated trading systems or algorithms that generate a high volume of trades in a short time frame.

7. Relationship between the parties

The Introducing Broker (IB) is strictly prohibited from acting as an agent, appointed representative, or in any official capacity on behalf of Centrino Capital, for the avoidance of doubt, the IB shall not provide recommendations, offer advice, make commitments or guarantees, or assume any responsibility or liability of any kind on behalf of Centrino Capital

under any circumstances.

8. Introducer's rights and obligations

8.1. You hereby agree to:

- a) Introduce clients who fully satisfy the Company's eligibility criteria and suitability standards, ensuring all referrals are made on a fully disclosed basis.
- b) Represent the Company and its business accurately and fairly, strictly in accordance with the information and materials provided by the Company.
- c) Maintain the highest ethical standards and professional conduct in all business dealings, ensuring that your actions reflect positively on the Company at all times.
- d) Comply with all instructions, terms, and business-related directions issued by the Company concerning the performance of introducing broker services.
- e) Maintain accurate and complete written records of all client agreements, legal documents, due diligence reports, and any other relevant business documentation. Such records must be provided to the Company upon request.
- f) Immediately inform the Company, both expressly and in writing, of any client complaints, or of any actual, pending, or threatened legal or regulatory action involving the Company, particularly where it relates to alleged errors, disputes, or concerns affecting any client account.
- g) Any requested changes or amendments to this Agreement by you must be formally agreed upon in an amended version of the IB Agreement. Unless expressly stated otherwise, such amendments will not apply retroactively to any existing orders, transactions, or previously established legal rights or obligations. If you do not accept any amendments made by the Company, you may close your IB Account in accordance with the termination terms of this Agreement.
- h) All clients referred to the Company by you shall become the exclusive clients of the Company. The Company shall retain sole ownership of the client database, including all names and contact information, as well as your own contact details.
- i) You acknowledge and agree that you shall have no contractual or service-related relationship with the clients you refer, in connection with the services provided by the Company under this Agreement.

8.2. The Introducer shall have the right to perform the following activities:

- j) Open client profiles using their assigned Referral Code.
- k) Promote and introduce the Company's services, website, promotional campaigns, special offers, and other related materials.
- l) Receive IB fees (rebates) based on the trading activity of clients referred to the Company.
- m) Share company-approved information such as news updates, official communications, promotional materials, or other content, provided that such materials have been supplied or approved by the Company.
- n) Conduct all IB-related activities in full compliance with applicable local and international laws and regulations.

- o) Immediately inform the Company of any interference, disruption, or unauthorized
- p) involvement affecting the IB's activities.
- q) Apply best efforts and resources to acquire new clients for the Company.
- r) Maintain strict confidentiality regarding any sensitive or proprietary information related to the Company that becomes known to the IB, whether explicitly or implicitly.
- s) Notify the Company of any events, facts, or circumstances that may pose a potential risk to the Company as soon as such matters come to the IB's attention.
- t) Clearly explain the risks associated with Forex and CFD trading to each prospective client prior to them opening a live trading account.
- u) Disclose the IB's role, status, and associated benefits to each potential client before establishing any formal relationship or agreement.
- v) Immediately inform the Company of any changes in the IB's contact details or personal/business information.

9. Company Rights

- 9.1. The Company shall provide the Introducer with all necessary support to enable the proper fulfillment of their obligations under this Agreement, including the payment of IB fees in accordance with the agreed terms.
- 9.2. The Company shall make available its full range of products and services, as described in the Client Agreement, to clients referred by the Introducer.
- 9.3. The Company will execute trading orders placed by clients referred by the Introducer and perform the corresponding IB Fees calculations. However, the Company is not obliged to provide the IB with detailed statements of client transactions.
- 9.4. The Company reserves the right to monitor and review the activities of the Introducer to ensure compliance with the terms of this Agreement.
- 9.5. The Company may request the Introducer to submit a detailed report regarding their performance and compliance with the terms of this Agreement.

10. Void the Agreement if the Introducer fails to:

- 10.1. The Introducer is required to refer a minimum of 10 active clients, collectively generating at least 10 standard lots in trading volume within 60 days of registration.
- 10.2. The Company reserves the right to amend this Agreement at any time without obtaining prior consent from the Introducing Broker. The Introducer acknowledges and agrees that such amendments shall be deemed effective upon publication on the Company's official website.
- 10.3. If the Company determines that the Introducer has used fraudulent or deceptive methods to acquire clients, it may immediately void this Agreement and cancel all or part of the IB fee or rebates. In such cases, all clients referred by the IB shall be considered direct clients of the Company.
- 10.4. The Company reserves the right to cancel any portion of the IB fee if more than 20% of the total fee originates from a single client.
- 10.5. If the revenue generated by referred clients becomes equal to or less than the fee paid to the IB, the Company may either reduce the IB fee rate or remove the client from the IB's

referral portfolio.

11. Introducer Restrictions

11.1. The Introducer is strictly prohibited from engaging in any of the following activities:

- a) Using deceptive, misleading, or fraudulent advertising methods to promote or introduce the Company's services.
- b) Creating or operating a legal entity that incorporates the Company's name, logo, branding, or any intellectual property without prior written consent.
- c) Representing or acting on behalf of the Company in any official capacity
- d) Using the Company's direct website URL or the IB's referral link in pay-per-click (PPC) advertising platforms (e.g., Google, Yahoo!, Bing, etc.) or redirecting users to the Company's website through any forced or fraudulent methods.
- e) Making any commitments or assuming responsibilities on behalf of the Company.
- f) Opening real or demo trading accounts for clients or registering clients on the Company's platform. Furthermore, the IB must not store, share, or access any client login credentials or personal data.
- g) Offering trading advice or attempting to influence a client's trading decisions. The Company will not be held responsible for the outcomes of any advice given by the IB.
- h) Publishing or collaborating in the publication of any material, via mass media, blogs, blogs, blogs, forums, social media, or other public platforms, that could damage the reputation or public image of the Company, either directly or indirectly.
- i) Entering into agreements, making representations, or undertaking any commitments in the name of the Company.
- j) Accepting, handling, or holding client funds in any capacity. All financial transactions must be processed solely by Centrino Capital in full compliance with applicable laws and regulations.
- k) Making promises, guarantees, or statements about payouts, results, or Company terms unless such claims are explicitly provided or approved by the Company.
- l) If the IB's breach of this Agreement results in legal action against the Company, the IB shall be fully liable for all resulting losses. This includes actual damages, lost profits, harm to the Company's business reputation, and any legal or recovery costs. The IB waives any right to contest the loss amount claimed by the Company.
- m) In the event of a breach of this Agreement, either full or partial, the Company reserves the right to block the IB's trading accounts and User ID, and to remove Clients from the IB's referral list until the IB has compensated the Company for any losses incurred. The Company may offset such losses from any fees or other amounts owed to the IB.
- n) The IB and any affiliated individuals or entities are not permitted to act as their own clients. If the Company detects overlapping personal or identifying data (such as passport details, address, email, IP address, etc.) between the IB and any client account, that client will be removed from the IB's referral list and no fee will be paid. Shared IP addresses may also trigger removal or disqualification, and such activity will be considered "auto-referral" or "bulk registration" behavior
- o) If any client submits a complaint related to the IB's conduct or services, the IB shall

handle such complaints independently and agrees to fully indemnify and hold the Company harmless from any legal claims, damages, losses, or attorney fees arising from such complaints.

12. IB rules for changing IB

- 12.1. If a referred client (the “Unlinked Client”) notifies the Company of their intention to be removed from the IB’s referral list, the Company will immediately cease paying fees to the IB for that client from the date such notification is received. From that point forward, the IB shall have no further rights or entitlements related to the Unlinked Client.
- 12.2. The Company reserves the right not to recognize a client as introduced by the IB under the following circumstances:
- i. The client did not complete their registration using the IB’s Referral Code or failed to send a written confirmation email requesting to be linked to the IB within 30 days of account registration.
 - ii. The client has already held an active trading account with the Company or any of its affiliates **more than 10 days** prior to the referral by the IB.
- Furthermore, the Company reserves the right to reject any client who does not satisfy the internal compliance criteria. The IB acknowledges and agrees that all new client accounts must be formally approved by the Company in writing before any trading activity may commence

13. Sub-IB

- 13.1. An Introducing Broker (IB) who refers another IB to join the Company’s IB Program will be designated as a Master IB, while the referred IB will be classified as a Sub-IB. If a Sub-IB further refers another IB, they, in turn, become a Master IB for their own introduced IBs. Similarly, if a referred client introduces a new client to the Company, the original client becomes a Sub-IB, and their referring IB assumes the role of Master IB.
- 13.2. The fee arrangement between a Master IB and their Sub-IB is strictly based on a mutual agreement between both parties. The Company shall bear no responsibility or

liability for any payments or disputes related to Sub-IB fees. The Company will only remit the full IB fee to the Master IB based on qualifying trades from both their direct clients and clients referred through the Sub-IB. The Master IB is solely responsible for distributing rebates to the Sub-IB in accordance with their private agreement.

- 13.3. By becoming an Introducing Broker, whether as a Master IB or a Sub-IB, both parties automatically agree to abide by the terms and conditions of this Agreement. The Company shall not be held liable for any terms, disputes, or obligations arising from the separate arrangement between the Master IB and the Sub-IB.

14. Proprietary Information of the Company

- 14.1. The Introducer shall have no ownership, claim, or entitlement to any proprietary or intellectual property of the Company.
- 14.2. The Introducer expressly acknowledges that all information shared by the Company is confidential in nature and has been developed through significant investment of the Company's time, expertise, resources, and capital.
- 14.3. Without the prior written consent of the Company, the Introducer shall not disclose, publish, distribute, or otherwise share with third parties any materials or information derived from the Company's copyrighted content, trademarks, trade secrets, or other intellectual property.
- 14.4. The Introducer shall not copy, alter, disassemble, reverse engineer, decompile, or create derivative works based on any materials or intellectual property owned by the Company.
- 14.5. All software, documentation, hardware, tools, templates, processes, websites, designs, and other materials, including all associated copyrights, trademarks, patents, trade secrets, and proprietary rights, used by or on behalf of the Company (collectively referred to as "Company Property") shall remain the exclusive property of the Company at all times.
- 14.6. Both parties explicitly agree that all client and potential client data, including contact details and related information, shall be considered the sole and exclusive property of the Company

15. Use of Company Branding and Website Content

- 15.1. The IB shall not use the name, logo, or website of Centrino Capital for any purpose, including informational or educational, without obtaining prior written authorization from the Company.
- 15.2. The IB is prohibited from distributing or advertising any written materials relating to Centrino Capital to clients or third parties without the Company's prior written approval.
- 15.3. The Company reserves the right to reject or prohibit the use of any promotional or informational material if it determines that such content may be misleading, inaccurate, or misrepresents its products and services, including but not limited to trading in CFDs or downplays the financial risks associated with leveraged or margin trading.
- 15.4. If the IB owns or operates a website used to attract clients for the Company, the IB accepts full responsibility for the accuracy of all information published on that website and must provide the Company with a complete list of such website URLs.
- 15.5. The IB agrees to promptly inform the Company of any updates or changes made to the content

of any website used for client acquisition.

- 15.6. The IB shall provide the Company with the URL of any new website launched for the purpose of client referral or promotion of the Company's services.

16. Term

The term of this Agreement shall begin on the Commencement Date and will remain in effect until terminated in accordance with the terms described herein. Upon termination of this Agreement for any reason, the Introducer agrees to immediately destroy or, if requested by the Company, return all materials, documents, and information received from the Company in connection with this Agreement and the relationship established under it.

17. Amendments and Termination

- 17.1. The Company reserves the right to amend this Agreement at any time, at its sole discretion, without prior notice.
- 17.2. The IB acknowledges and agrees that the Company will be deemed to have provided sufficient notice of any amendments by publishing the updated Agreement on its official website.
- 17.3. The Company may terminate this Agreement at any time, with or without cause, by providing written notice to the IB, effective immediately. The IB may also terminate this Agreement at any time, with or without cause, by giving 30 days' prior written notice to the Company.
- 17.4. The Company has the right to remove the IB from the IB Program or any related programs at its sole discretion, without prior notice, in the event of any violation of the terms of this Agreement.
- 17.5. The Introducer acknowledges that the Company may unilaterally amend the terms of this Agreement, including any Addendums or Annexures, at any time and at its sole discretion, without prior notice. In such cases, the IB retains the right to terminate the Agreement by providing 1 day's written notice.
- 17.6. Upon termination of this Agreement, all rebate arrangements under this Agreement shall immediately cease. However, termination shall not affect any rights or obligations that have accrued prior to the termination date.

18. Representations, Warranties and Covenants:

- 18.1. The Introducing Broker (IB) hereby represents, warrants, and undertakes the following:
- a) The Introducer has provided the Company with accurate, complete, and truthful information regarding their identity, business activities, objectives, and all other details submitted to the Company. The IB confirms that they are properly regulated, in good standing under applicable laws and regulations, and authorized to operate under the relevant legal and regulatory frameworks. The IB has the legal capacity to enter into this Agreement and provide services as described herein.

- b) The IB agrees to fully comply with all applicable laws and regulatory requirements for the entire duration of this Agreement.
- c) The IB has taken all necessary legal and internal steps to authorize, execute, and deliver this Agreement. This Agreement constitutes a valid and binding obligation enforceable against the IB according to its terms.
- d) As a registered IB, the IB shall always provide accurate and up-to-date information to the Company, including but not limited to identification details, contact information, banking/payment instructions, nationality, residency, affiliations with other partner or affiliate programs, locations of business activity, nature of promotional efforts, and any additional details requested by the Company.
- e) The IB confirms that it has met all registration, licensing, and qualification requirements under all relevant jurisdictions and regulators and will remain in compliance throughout the term of the Agreement.
- f) If the IB is a company or other legal entity, it affirms that it is lawfully incorporated, duly registered, and in good standing under the applicable jurisdiction's laws.
- g) The IB shall act solely as an independent contractor and not as an agent, employee, or legal representative of the Company.
- h) The IB shall not offer investment advice to clients and shall clearly disclose any rebates or fees applicable to the client. The IB accepts responsibility for complying with any applicable taxes or fees related to its earnings.
- i) The IB shall not use the Company's logo, branding, or other intellectual property in communications, business cards, or emails without the Company's prior written consent.
- j) The IB may only post Company-related promotional material on their website with prior written approval. The IB shall not use or associate the Company with any media or platforms that promote illegal activities, sexually explicit content, violence, discrimination, or unethical behavior, including but not limited to manipulated SEO or keywords.
- k) The IB shall refrain from any actions that may harm the Company's image, brand, or reputation.
- l) The IB acknowledges that all Clients referred to the Company must agree to and sign the applicable Client Agreement, relevant declarations, and supporting documents required under the Company's account opening procedures. The IB recognizes that the Company retains full discretion to accept or reject any referred Client. Furthermore, the IB must disclose any powers, authorizations, or arrangements known to them that could affect the Client's account or relationship with the Company.
- m) The IB is entitled to receive rebates as described and agreed in **Annexure I** of this Agreement. The Company shall be responsible for calculating rebates payments in accordance with the agreed terms.
- n) The IB agrees to indemnify and hold the Company harmless against any losses, damages, or claims arising from actions or omissions that breach this Agreement.
- o) The IB is fully responsible for any damage caused to the Company due to non-compliance with contractual obligations or regulatory requirements. This includes liability for both deliberate and negligent violations. The IB further acknowledges that the Company shall not be held responsible for any losses incurred by the IB due to breaches of applicable laws or regulations. The IB commits to immediately

inform the Company of any changes to their professional or legal status.

18.2. Other Additional terms

- a) The parties expressly agree that this Agreement does not create, and shall not be interpreted as creating, any form of agency, partnership, joint venture, or employer-employee relationship. Notwithstanding this, all clients, whether natural persons or legal entities, regardless of nationality or residence, who open accounts with the Company shall be subject to the terms described in **Annexure I** of this Agreement.
- b) To be eligible for rebate on any referred client, the Introducing Broker must satisfy all obligations and conditions set out in this Agreement and any applicable Annexes. Furthermore, the IB must ensure they have actively facilitated the introduction between the client and the Company before the account is opened. This is to eliminate any ambiguity regarding the IB's role, particularly in fulfilling all procedural requirements necessary for the Company to enter into an agreement with the referred client.
- c) Clients are required to fund their trading accounts directly from their own bank accounts, accompanied by relevant documentation as approved by the Company. The Company will only return funds to the original remitter, using the same payment method through which the funds were initially deposited.
- d) The Company reserves the exclusive right to accept or reject any client referred by the Introducing Broker and may, at its sole discretion, terminate the business relationship with any client at any time, without obligation to justify its decision.
- e) The Company shall bear no liability for any marketing or promotional activities carried out by the Introducing Broker for their own business purposes. This includes any expenses or fees related to the brokerage services under this Agreement, unless otherwise agreed upon in writing by both parties. All such costs shall be borne solely by the IB.
- f) Subject to the terms of this Agreement, the Introducing Broker may refer prospective clients to the Company's staff to obtain further clarification regarding the Company's financial products. The IB agrees that all brokerage-related activities, whether for introducing, targeting, or referring clients, must be conducted professionally, lawfully, and in accordance with applicable regulations.
- g) The Company shall not be held responsible for the profitability of any client account, and accepts no liability for any losses, costs, or damages suffered by clients as a result of discretionary services, advice, recommendations, or information provided by the Introducing Broker.
- h) A client will only be considered a valid referral from the Introducing Broker once confirmed by the Company

19. Compliance, Supervision and Due Diligence

- 19.1. The Introducer shall diligently supervise the conduct and activities of its employees, officers, agents, and sales personnel to ensure full compliance with the Company's terms and conditions, as well as with all applicable laws and regulations.
- 19.2. The Introducer must immediately notify the Company in writing of any significant claim or complaint made against it, whether such claim originates from a Client or a regulatory authority.

- 19.3. The Introducer acknowledges that it is strictly prohibited from accepting any funds from Clients. Clients must be instructed to make payments directly to the Company through approved channels.
- 19.4. The Introducer is not permitted to conduct discretionary trading on behalf of any Client unless a valid power of attorney, duly signed by the Client and pre-approved by the Company, is in place.
- 19.5. The Introducer may not provide trading advice or recommendations to Clients. For the avoidance of doubt, the Company shall bear no responsibility or liability for any advice, decision, or recommendation given by the Introducer. Furthermore, the Introducer agrees to indemnify and hold the Company harmless from any losses, claims, or liabilities arising from advice, recommendations, negligence, or defaults by the Introducer in connection with services offered to Clients.

20. Confidentiality

The Introducing Broker (IB) agrees to maintain strict confidentiality and shall not disclose any material information received during the course of their business relationship with Centrino Capital, either during the term of the Agreement or after its termination, without prior written consent from Centrino Capital. This includes, but is not limited to, client information, trade secrets, proprietary techniques, operational processes, business strategies, and future plans.

21. Limitation of Liability and Indemnification

- 21.1. The Company shall not be liable to the Introducer under any legal theory, including contract, negligence, tort, strict liability, or otherwise, for any indirect, incidental, consequential, special, or exemplary damages, including but not limited to loss of profits, revenue, business, or goodwill, even if the Company was advised of the possibility of such damages. Furthermore, regardless of any provision to the contrary in this Agreement, the Company's total cumulative liability to the Introducer shall not exceed the total rebate fees actually paid to the Introducer under this Agreement.
- 21.2. The Company makes no express or implied warranties or representations regarding its services, website, or any products or services offered. All implied warranties, including merchantability, fitness for a particular purpose, and non-infringement, are expressly disclaimed. The Company does not guarantee that its website (www.centrinocapital.com) will operate without interruption or error and bears no liability for any consequences arising from such interruptions or technical errors.
- 21.3. The Introducer agrees to fully indemnify the Company on demand for any and all liabilities, claims, damages, expenses, and costs, whether direct or indirect, that arise from the Introducer's actions, omissions, or failure to comply with their obligations under this Agreement. This includes any issues related to Clients introduced by the Introducer, as well as any failure to provide required authorizations requested by the Company.
- 21.4. Except where explicitly stated otherwise in this Agreement, the Company shall not be liable for any direct or indirect consequential losses, including but not limited to loss of profits, business opportunities, penalties, expenses, or damages suffered by the Introducer in connection with this Agreement.
- 21.5. Subject to the terms herein, the Introducer agrees to indemnify and hold harmless the Company, including its shareholders, officers, directors, employees, agents, and

representatives, from any and all claims, liabilities, damages, expenses, penalties, settlements, or legal costs, including those arising from regulatory actions. This applies to any act, omission, or conduct by the Introducer or its representatives in connection with Clients introduced to the Company, especially where such losses are linked to a breach of the terms of this Agreement.

22. Miscellaneous

- 22.1. This Agreement, together with its Annexures, constitutes the entire understanding between the parties and supersedes all prior agreements, arrangements, and understandings, whether oral or written, between them. Neither party has relied on any statements or representations other than those expressly set forth in this Agreement. Any amendments or supplements must be made in writing and signed by both parties.
- 22.2. The failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that party's right to enforce it at a later time. No waiver of any term, condition, or breach under this Agreement shall be valid unless it is provided in writing. A waiver of any specific provision shall not constitute a continuing waiver or a waiver of any other provision or subsequent breach.
- 22.3. The Introducing Broker may not assign, delegate, or transfer this Agreement or any of its rights or obligations, whether in whole or in part, without prior written consent from the Company.
- 22.4. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or regulatory authority, the remaining provisions shall remain fully effective. The parties agree to work in good faith to replace any such invalid provision with a valid and enforceable alternative that most closely reflects the original intent and purpose.
- 22.5. This Agreement shall apply globally, except in jurisdictions or territories where the execution or performance of this Agreement or the Company's business operations is prohibited by law, as described in the Company's terms and conditions.

23. Assignment

The Company reserves the right to assign its rights or delegate its obligations under this Agreement to any third party without prior notice to the Introducing Broker (IB). The IB hereby grants the Company the authority to transfer this Agreement to any successor entity or organization. Conversely, the IB is not permitted to assign or transfer any of its rights or responsibilities under this Agreement to any third party without the prior written consent of the Company.

24. Headings

The paragraph headings in this IB Agreement are inserted for information purposes only and are not intended to limit the meaning of any of the Terms.

25. Communication and Notices

- 25.1. All formal communication with Centrino Capital must be conducted exclusively via the

Company's official email domain (Centrinocapital.com). Any correspondence conducted through channels outside this domain shall be deemed unauthorized and non-binding. Company shall bear no responsibility for any statements, commitments, or agreements made via unofficial or unauthorized communication channels.

- 25.2. Company will initiate communication solely through its official email domain. The Company disclaims all liability for any information, representations, or agreements conveyed through any other means or platforms not associated with its official domain.
- 25.3. Notices or other official communications from Company may be sent to the Introducing Broker via their registered email address or physical address as provided in the IB application. Any such communication shall be deemed valid and delivered by the Company regardless of whether it is received or acknowledged by the IB.

26. Force majeure

The Introducing Broker (IB) acknowledges and agrees that Centrino Capital shall not be held liable for any losses, damages, or costs resulting from force majeure events, i.e., events or circumstances beyond Centrino Capital's reasonable control. These may include, but are not limited to:

government restrictions, exchange or market rulings, trading suspensions or delays, war, civil unrest, natural disasters (such as earthquakes), strikes, equipment malfunctions, communication or system failures, unauthorized access, data breaches, theft, or any technical or operational issue that prevents either the IB or a referred Client from placing, modifying, or executing an order, or that prevents Company from processing or responding to online instructions.

Such events shall be determined solely at Company's discretion and shall not give rise to any claim against the Company for non-performance or delays in fulfilling its obligations.

27. Governing law and Jurisdiction

- 27.1. Without limiting any rights or remedies available to Company, any disputes, claims, actions, demands, or legal proceedings arising directly or indirectly from or in connection with this IB Agreement shall be governed by the laws of Saint Vincent and the Grenadines, which shall be the governing law of this Agreement.
- 27.2. All such matters shall be resolved exclusively in Saint Vincent and the Grenadines, at the sole discretion of the Company. This applies regardless of any conflict-of-law principles or private international law rules that might otherwise apply another jurisdiction's laws. If any provision of this Agreement is found to be invalid or unenforceable under Saint Vincent and the Grenadines law, the remaining provisions shall remain fully effective unless the invalidated term is deemed essential to the overall purpose of the Agreement, in which case the Agreement may be terminated.
- 27.3. The Introducer expressly consents to and submits to the jurisdiction of the courts located in Saint Vincent and the Grenadines and waives any objection to the jurisdiction or venue of such courts, including any claim that the forum is inconvenient or improper.
- 27.4. The Introducer agrees that no legal action or claim arising out of or related to this Agreement may be brought more than six (6) months after the cause of action has



occurred, regardless of the form of the action.

28. Entire IB Agreement

This Agreement, together with any applicable Annexures attached hereto, constitutes the entire Introducing Broker (IB) Agreement between the Company and the Introducer. The Company makes no representations, warranties, or promises other than those explicitly stated within the terms of this Agreement.

29. Counterparts

This Agreement may be executed in two or more counterparts each of which will be deemed to be an original, but all of which when taken together will constitute one and the same instrument.

30. Acknowledgement

30.1. The Introducing Broker (IB) hereby acknowledges and agrees to enter into a legally binding agreement and affirms their commitment to fully comply with all terms and conditions set forth in this Agreement.

30.2. The IB expressly agrees that, upon request by the Company or any relevant regulatory or legislative authority, they will cooperate fully in all matters related to the subject of this Agreement.

30.3. By signing below, the IB confirms that they have read, understood, and accepted the terms of this Agreement and explicitly agrees to be legally bound by its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement and attached Annexure(s) as of the effective date and each party acknowledges receipt of one copy.

For and on behalf of the IB:

Introducing Broker	
Authorized IB Name:	
Signature of Authorized IB and Company Stamp	



For and on behalf of the Company:

Company Name	Centrino Capital
Name of Company Authorized Signatory:	
Signature of Company's Authorized person and Company Stamp	

ANNEXURE-I
IB FEES SCHEDULE

Centrino Capital reserves the right to make changes to the rates, provided that notice of such change will be given in advance.

Premium in (USD)

Please choose from the list below the preference of your clients:

Symbols	Transaction	Premium Charged to Client	Centrino Capital & IB Premium Share
Forex	Round Turn	Vary	from total revenue
Commodities	Round Turn	Vary	from total revenue
Indices	Round Turn	Vary	from total revenue
Stocks	Round Turn	Vary	from total revenue

Agreed by:

Print Name: Centrino Capital

Print Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Please provide the following supporting documents:

- 1) Copy of Passport
- 2) Identity Document (ID)



Note: As an Introducing Broker, you are prohibited from soliciting Clients or orders on behalf of Centrino Capital

I/We do hereby certify and acknowledge that all information hereinabove stated by me/us in connection with this agreement is true and accurate. I/WE hereby further acknowledge that failure to disclose any information or omission of any required detail shall lead to the termination of my appointment.

Introducing Broker	
Authorized IB Name:	
Signature of Authorized IB and Company Stamp	