



# CENTRINO CAPITAL LTD. TERMS AND CONDITIONS

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**Important Notice:** Our products and services involve risks and may not be suitable for everyone, especially retail clients. By agreeing to these Terms and each time you place an order with us, you confirm that you have read, understood, and accepted the risks described in these Terms and Conditions, along with the applicable Annexures for the relevant products and services (as updated from time to time and available on our website).

## RISK ACKNOWLEDGMENT, RISK DISCLOSURE AND TRADING RECOMMENDATIONS

### I. Risk Acknowledgement

The Client acknowledges and understands that trading Contracts for Difference (CFDs), options, futures, swaps, forward rate agreements, and other derivative products involves a high degree of risk. These leveraged products can result in significant gains, but also in the total loss of invested capital, and may not be suitable for every investor. If the Client does not fully understand the risks involved, independent professional advice should be sought.

CFDs are highly leveraged instruments, meaning that small changes in the price of the underlying asset can lead to proportionally larger gains or losses, including losses exceeding the Client's initial deposit. Transactions carry contingent liabilities, and the Client should ensure they understand margin requirements. Trading on electronic platforms carries inherent risks, and the Client acknowledges and agrees to review and accept the risk disclosures in the Company's "Risk Disclosure Policy" available on its website.

The Client further understands and accepts that:

- No ownership of the underlying asset is conferred through CFD transactions; delivery of the asset is neither required nor expected.
- No interest is payable on funds held in the Client's account.
- CFD trading occurs over-the-counter (OTC), rather than on a regulated exchange.
- Information related to the Agreement may be provided via the Company's website, to which the Client has regular internet access. The Company may provide updates on fees, costs, terms, policies, or investment risks through the website. Certain jurisdictions may be

restricted, including but not limited to the Bahamas, Botswana, Myanmar, Cambodia, DRC, Cuba, Ethiopia, Ghana, Iran, Iraq, Japan, Libya, Malta, North Korea, Panama, Republic of Congo, Somalia, Sudan, Syria, Trinidad and Tobago, Tunisia, Vietnam, and Zimbabwe, and the Company is not liable for restricted access from these locations.

The Client acknowledges that:

- Investment values may rise or fall, and Financial Instruments, including CFDs, may lose their entire margin deposit.
- Trading Financial Instruments carries heightened volatility and potential for substantial financial losses.
- Participation in trading is voluntary, based on independent research, and the Company does not provide personal investment advice. Any general market commentary, research, or trading suggestions provided by the Company do not constitute investment advice or a fiduciary relationship.
- The Client is solely responsible for assessing the risks of each trade, including credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, operational, business, and insolvency risks, and risks associated with OTC trading.
- Centrino Capital does not provide personal financial, investment, legal, or tax advice, and any decisions to trade are executed on a self-directed, execution-only basis.

The Client accepts that:

- They are responsible for all orders entered, including trade sizes, strategies, and suitability.
- Centrino Capital is not liable for any decisions, strategies, or losses arising from the Client's trading or from actions of any authorized representative, including Money Managers.
- Centrino Capital does not review the appropriateness or suitability of any transactions implemented in the Client's account.
- The Client shall hold Centrino Capital and its officers, employees, agents, and affiliates harmless from any liability or expense arising from trading decisions or breaches of this Agreement.

## II. Risk Disclosure Statement

The Client understands that trading in OTC derivatives, CFDs and other derivatives, whether on margin or otherwise, carries substantial risks, including the potential loss of all deposited funds and in

some cases exposure beyond the account balance. Before opening an account, the Client should assess financial objectives, status, investment constraints, and tax situation to ensure trading is suitable.

The Client further acknowledges:

- OTC margined trading is highly speculative. The Client must be prepared to lose their entire Risk Capital, defined as funds that, if lost, would not materially affect their lifestyle. Such trading is unsuitable for retirement funds.
- High leverage amplifies both potential gains and losses. Centrino Capital encourages prudent use of leverage and risk management tools, including stop-loss orders, and reserves the right to adjust leverage at its discretion.
- Placing a Stop Order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an Order if the underlying market moves straight through the stipulated price.
- You may sustain a total loss of the margin that you deposit with us to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice. If you fail to do so within the required time, your position may be liquidated at a loss and you will be liable for any resulting deficit.
- Liquidity risk exists both generally in the market and specifically with Centrino Capital and may result in wider spreads, rapid price movements, or periods without available bid/ask prices. The Company may liquidate positions if margin requirements are insufficient.
- Communication risk exists, and delays or failures in contacting the Company may result in missed trading opportunities. The Client accepts full responsibility and will hold the Company harmless for such occurrences.
- The Company is not responsible for actions or decisions of any Money Manager granted trading authority.
- The obligations to you under the Client Agreement and the margin FX and CFDs are unsecured obligations, meaning that you are an unsecured creditor of ours

### III. Trading Recommendations

The Client understands that:

- Market information, recommendations, or research provided by Centrino Capital or its personnel are for informational purposes only and do not constitute an offer or solicitation to buy or sell any financial instrument.
- Recommendations may be based on broker opinion and may be incomplete or unverified. Centrino Capital makes no representations regarding the accuracy, completeness, or

timeliness of such information.

- Officers, directors, affiliates, associates, or stockholders of the Company may hold positions in the instruments discussed, which may differ from the recommendations provided.

By acknowledging this section, the Client confirms they understand and accept the risks associated with trading, are acting on their own judgment, and agree to assume full responsibility for all investment decisions and potential losses.

## **CENTRINO CAPITAL TERMS AND CONDITIONS**

### **General Information**

Please read this Agreement carefully and, if needed, seek independent professional advice before proceeding. Contracts entered into under this Agreement are legally binding. By signing the application form or submitting your application electronically through our website, you confirm your acceptance of the terms of this Agreement. Once we open an account for you, your dealings with us will be governed by these terms.

### **Introduction**

The Client wishes to enter into an agreement with us to access over-the-counter financial products, based on your instructions from time to time and under the terms set out in this document.

This agreement is between you (referred to as “you” or “yourself”) and Centrino Capital Ltd. (referred to as “the Company” or “Centrino Capital”), with Business License No. 2025-00708. It governs how we provide trading services and manage all transactions carried out with you.

We are registered with International Financial Centre, Saint Lucia, under license number 2025-00708. Together, the following documents form the full agreement between us:

- Application form
- Client Agreement
- CFDs Terms and Order Execution Policy
- Conflict of Interest Policy
- Deposit/Withdrawal Policy
- OTC Derivatives and CFD’s Risk Disclosure Statement

- Complaints Handling Procedure
- Privacy Policy
- Our website, which includes our trading platform

(collectively referred to as the “Agreement”), as amended from time to time. This Agreement also covers any other documentation published under the “Legal Documents” section of our website or communicated to you in connection with our campaigns and/or loyalty programs. These documents together set out the terms under which we provide our products and services and govern all CFD activity you undertake with us.

Please note that the official language of the Company is English. Translations may be provided for your convenience, but in the event of any conflict, the English version shall prevail.

This Agreement takes precedence over any prior agreements, arrangements, or statements (whether express or implied) made by the Company or by any Introducer(s).

The Company will collect, store, use, and process your personal information in line with our Privacy Policy, available on our website and updated from time to time.

This Agreement, together with the Client Agreement, governs the relationship between you and the Company. It may be accepted electronically online by clicking the designated acceptance button and carries the same legal effect as a signed agreement. By completing and submitting the account opening forms or clicking the designated acceptance button, you confirm that you fully understand, accept, and agree to be bound by the terms of this Agreement.

## 1. Definitions of Terms

In this agreement the following terms and expressions have, unless otherwise requires, the following meanings:

**Access Codes:** Means any credentials provided by the Company for accessing the Trading Platform or credentials used by the Client to access the Client Portal;

**Account Opening Application Form** shall mean the application form/questionnaire completed by the Client, on-line on the Company’s Website and/or mobile application(s) and/or in hard copy, in order to apply for the Company’s Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s

identification, categorization and due diligence, financial profile and appropriateness in accordance with the Applicable Regulations.

**Adjustment Event** means in respect of a product, where the Underlying Asset is an index, any change to the index including but not limited to the announcement of a successor index;

**Affiliate** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity that is directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity;

**Agreement** shall mean this document (Terms and Conditions), Client Agreement and various documents found on the Company’s website, namely “Terms and Conditions”, “Privacy Policy”, “Risk Disclosure Policy”, “Deposit and Withdrawal Policy”, “Conflict of Interest”, “CFDs Terms and Order Execution Policy”, “Complaints Procedure”, as amended from time to time and any subsequent Annexures added thereto;

**Applicable Regulations** means (a) rules of any relevant regulatory authority having powers over the Company and/or its activities; (b) the rules of any relevant Underlying Market; and (c) all other applicable laws, rules and regulations of applicable jurisdiction to the Company where it operates;

**Ask** shall mean the higher price in a Quote at which the price the Client may buy.

**Authorized Person** means an individual duly authorized on behalf of the Client to perform under the Agreement;

**Balance** means the net of all realized profits and losses on executed Transactions and deposits/withdrawals to/from an account;

**Base currency** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency;

**Bid** shall mean the lower price in Quote at which the Client may sell;

**Business Day** shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or bank holidays or any other international holidays to be announced on the Company’s Website.

**Charges** means all charges, fees, mark-up, mark-down or other remuneration payable to the Company under this Agreement in connection with a Transaction;

**Client** means any natural or legal person to whom the Company provides its Services;

**Client Account** means any and all accounts for trading opened by the Client with the Company;

**Client's Funding Account** means an account held in the name of the Client and/or the name of the Company on behalf of the Client with a bank or other institution or any electronic payment provider or a credit card processor;

**Client Money** shall mean the funds deposited by the Client for the purposes set forth in this Agreement and which Client Money will be segregated from the money of the Company;

**Client Portal** refers to a secure, web-based interface provided by a trading platform company that allows registered users (clients) to access and manage their trading accounts;

**Trading Platform** shall mean the MetaTrader 5 program, the Centrino trading platform, or any other trading facility provided by the Company, including but not limited to web-based and mobile applications, which the Client uses to access real-time information on Underlying Markets, execute or cancel Transactions and Orders, receive notifications from the Company, and maintain records of trading activity;

**Closed Position** shall mean the termination of an Open Position by executing an opposite transaction of the same size and instrument, thereby completing the contract.

**Completed Transaction** shall mean two opposite trades of the same size and instrument in CFD trading, such as opening a position by buying and then closing it by selling, or vice versa.

**Company's Website** means the Company's website i.e., [www.centrinocapital.com](http://www.centrinocapital.com);

**Contract for Difference (CFD)** shall mean a contract between two parties, typically described as "buyer" and "seller", stipulating that the buyer will pay the seller the difference between the current value of the price of an Underlying Asset and its value at contract time (if the difference is negative, then the seller pays instead to the buyer). A CFD is a Financial Instruments;

**Contract Specifications** shall mean the principal trading terms in CFD (for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, swap charges, other charges Partner's commission/third party commissions etc) for each type of CFD as determined by the Company from time to time.

**Currency of the Client Account** shall mean the currency that the Client Account is denominated, which shall be USD unless otherwise agreed by the Company in writing to use a different currency.

**Corporate Action** means the occurrence of any of the following in relation to the issuer of any relevant Underlying Asset: (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity; (b) any acquisition or cancellation of own shares/equities by the issuer; (c) any reduction, subdivision, consolidation or reclassification of share/equity capital; (d) any distribution of cash or shares, including any payment of dividend; (e) a take-over or merger offer; (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or (g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Asset.

**Currency Pair** shall mean the quotation of two different currencies, with the value of one currency being quoted against the other in a CFD transaction. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**Electronic Systems** means any electronic trading facility offered by the Company (e.g. MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Client Portal on or through which a Client may send information including prices, orders, bids, offers and executions for the purposes of trading with or through the Company including any hardware, software and/or communications link;

**Equity** means with respect to a Client's Account the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position) – which can be expressed as follows: Balance +/- Open Positions – Spread - Charges;

**Error Quote (Spike)** shall mean an error Quote having the following characteristics:

- a) A significant Price Gap; and

- b) In a short period of time the price rebounds with a Price Gap;
- c) Before it appears there have been no rapid price movements; and
- d) Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

**Floating Profit/Loss** shall mean current profit/loss on Open Positions calculated at the current Quotes (added any Trading Commissions or fees if applicable) in CFD trading.

**Financial Instruments** means any Contracts for Differences on spot Forex, spot precious metals, futures, shares or any other commodities available for trading, as well as options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, commodities, currencies, interest rates or yields, or other derivative instruments;

**Forex** means trades on the foreign exchange market;

**Free Margin** means the amount of funds in the Client's Account in excess of the Margin requirement and available as collateral for trading; Free Margin shall be calculated as: Equity less (minus) Necessary Margin. (Free Margin = Equity – Margin);

**Hedged Margin** shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in CFD trading.

**Hedged Positions** shall mean long and short positions of the same size and instrument, opened on the trading account.

**Indicative Quote** shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in CFD trading.

**Initial Margin** shall mean the necessary margin required by the Company so as to open a position in CFD trading.

**Instant Execution** means an order execution method in which the Client's order is executed at the exact price requested by the Client or not executed at all.

**Introducing Broker** means any legal entity or a natural person obtaining remuneration from the Company for introducing Clients to the Company as per the provisions of an introducing or affiliate agreement entered into between the Parties;

**Leverage** shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size;

**Long Position** shall mean a buy position that appreciates in value if underlying market prices increase in CFD trading. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**Lot** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**Lot Size** shall mean the number Underlying Assets in one Lot in a CFD.

**Margin** shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

**Margin Call** shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

**Margin Level** shall mean the percentage of Equity to Necessary Margin ratio in CFD trading. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

**Market Execution** shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

**Market Order** shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an order immediately at the present price of that asset in the market.

**Maximum deviation** is a parameter set by the Client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

**Necessary Margin** shall mean the necessary Margin required by the Company so as to maintain Open Positions in CFD trading.

**Open Position** shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

**Order** shall mean an instruction from the Client to trade in Financial Instruments.

**Parties** shall mean the parties to the Client Agreement.

**Paying Agent** means any third party (e.g., a Local Agent) who is authorized by the Client to act on their behalf for the purpose of transferring, depositing, or delivering payments. For the avoidance of doubt, a Paying Agent shall apply only in the context of corporate transactions.

**Pending Order** shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client's Order to open a position when the price of an asset reaches a certain level.

**Politically Exposed Persons** shall mean:

- i. an individual who is or has been entrusted with prominent public functions and members of his immediate family, or persons who are known to be close associates of such individuals. For the purposes of this definition, PEPs may be:
- ii. domestic or foreign and generally comprise persons who are Heads of State/government, cabinet ministers/secretaries of state, judges (including magistrates where they exercise enormous jurisdiction), senior political party functionaries and lower political party functionaries with an influencing connection in high ranking government circles, military leaders and heads of police and national security services, senior public officials and heads of public utilities/corporations, members of ruling royal families, senior representatives of religious organizations where their functions are connected with political, judicial, security or administrative responsibilities; family members of PEPs which cover persons in consanguine and affinity relations with PEPs;
- iii. close associates of PEPs which comprise personal advisers/consultants to, close business colleagues and friends likely to benefit from association with, PEPs, as well as PEP supported charities and other non-profit making organizations. "Price Gap" shall mean any difference between two prices which is bigger than one minimal price (one point) change.

**Pricing/ Pricing data**, unless the context otherwise requires, shall mean all pricing data received from external pricing sources or generated by the internal pricing engine integrated in our Trading Platform and fed to Client's Terminal on a real time/delayed/end of day/historical basis, specifying the market prices of the Financial Instruments traded on our Trading Platform.

**Power of Attorney** means the authority granted by the Client to a third party, authorizing that party to act on the Client's behalf. If the Client grants a Power of Attorney to any individual or third-party company, the Company shall bear no responsibility for the Client's account or any actions taken by such authorized party.

**Quote** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

**Quotes Base** shall mean Quotes Flow information stored on the Trading Server in CFD trading.

**Quote Currency** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**Quotes Flow** shall mean the stream of Quotes in the Trading Platform for each CFD.

**Reference Asset** means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;

**Regulated Market** means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in financial instruments - in the system and in accordance with its non-discretionary rules - in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorized by a competent authority as such and functions regularly;

**Services** means the services provided to a client as described in this Agreement or Client Agreement;

**Short Position** shall mean a sell position that appreciates in value if Underlying Market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

**Slippage** shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; Slippage usually

occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

**Swap** means a charge by the Company for the interest cost and associated costs incurred in relation to the overnight rollover of an open position;

**Rollover** refers to the process of extending the settlement date of an open position to the next trading day.

**Spread** means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument;

**The Company** means Centrino Capital or otherwise with a registered email address at: infodesk@centrinocapital.com, website: [www.centrinocapital.com](http://www.centrinocapital.com)), registered under the various jurisdiction and regulated in the countries where it operates;

**Trading Platform** means the trading platform set up by the Company on which the Client trades Financial Instruments;

**Trading Server** shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading Server is used to arrange for the execution of the Client's Orders or instructions or requests, to provide trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

**Trailing Stop** shall mean a tool in MetaQuotes Terminals MT4 or MT5. Trailing Stop is always attached to an Open Position and could be set and works in Client Terminal. Only one Trailing Stop can be set for each Open Position. After the Trailing Stop has been set at incoming of new Quotes, the Client Terminal checks whether the Open Position is profitable. As soon as profit in pips becomes equal to or higher than the specified level, command to place the Stop Loss Order will be given automatically. The Order level is set at the specified distance from the current price. If price changes in the more profitable direction, Trailing Stop will make the Stop Loss level follow the price automatically, but if profitability of the position falls, the order will not be modified anymore. After each automatic Stop Loss order modification, a record will be made in the Client Terminal journal.

**Transaction** Means any type of transaction performed by the Company in the Client's account

including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals;

**Transaction Size** shall mean Lot Size multiplied by the number of Lots in CFD trading.

**Underlying Asset** shall mean the underlying asset in a CFD, which include but are not limited to, Currency Pairs, Precious Metals, Futures, Commodities, Indices, Stocks or any other asset according to the Company's discretion from time to time;

**Underlying Market** shall mean the relevant market where the Underlying Asset of a CFD is traded;

In the agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

Paragraph headings in the Agreement are for ease of reference only.

Any reference in these terms and conditions to any act and/or regulation and/or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

## **2. Scope of this Agreement**

- 2.1. These Terms and Conditions are part of your overall relationship with Centrino Capital. They should be read together with the Client Agreement, Privacy Policy, Risk Disclosure Policy, and any other policies or legal documents available on our website. Collectively, these documents explain how our products and services are provided and the terms that apply to you.
- 2.2. The purpose of this Agreement is to help you make an informed decision about Centrino Capital, the services we offer, and the risks involved in trading OTC Financial Products.
- 2.3. You should carefully review this Agreement in full before deciding whether:
  - a) to buy, sell, or continue to hold any Financial Instrument; and/or
  - b) to use our Services.

## **3. Your Account and Verification Process**

- 3.1. Centrino Capital reserves the right to decide whether to accept a potential client. We may

decline to open an account, refuse funds, or delay trading activities until the Account Opening Application Form is completed in full and all required identification documents are submitted. As part of our compliance procedures, we will carry out assessments such as Anti-Money Laundering (AML) checks, Know-Your-Client (KYC) checks, appropriateness tests, and other verification steps. We may request additional documents or information at any stage of the business relationship to ensure continuous monitoring. In certain jurisdictions, enhanced due diligence requirements may also apply.

- 3.2. By completing the sign-up process, submitting the Account Opening Form, selecting “I have read,” and confirming through the One-Time Password (OTP) sent to your registered email address or mobile number, you acknowledge and agree that:
- a) You have reviewed and accepted the Terms and Conditions, Client Agreement, and other legal documents available on our platform.
  - b) Your electronic submission of the Account Opening Form constitutes your express consent and serves as your electronic signature under applicable law.
  - c) You are legally bound by the Terms and Conditions and the Client Agreement from the date of your electronic confirmation.
  - d) You fully understand the legal consequences of entering into a binding agreement through digital means.
- 3.3. Once you have reviewed and accepted the relevant documents and successfully completed all identification and verification requirements, you may deposit funds into your trading account in USD. The Company may, at its discretion, determine the type of identification documents required, deposit limits (minimum and maximum), and the timeframes for submitting documentation. You will be informed of such requirements in writing. If you fail to meet these requirements within the specified timeframe, the Company may return deposited funds to their source, impose restrictions on your account (including restrictions on further deposits), terminate the business relationship, close your account, and/or take any other necessary actions.
- 3.4. You are solely responsible for maintaining the confidentiality and security of your account number(s) and password(s), which allow you to place orders and access the Company’s trading systems. You accept full responsibility for all activities, including brokerage transactions, carried out through the use of your account credentials.
- 3.5. You agree to indemnify and hold the Company harmless in the event that another person uses your confidential account information to provide instructions that conflict with your own. You must immediately notify the Company in writing or by email if you become aware of any loss, theft, or unauthorized use of your account number(s) and/or password(s)

#### **4. Our Services and how they work**

- 4.1. We will provide you with a non-advisory, non-management, and execution-only service (including any Electronic Trading Services) as described in Clause 6 of this Agreement, along with any other services we may offer from time to time in relation to our Products and Services.
- 4.2. As part of our business, the Company may act as principal and carry out the following activities:
  - a) Receiving and transmitting client orders in Financial Instruments, including CFDs.
  - b) Executing client orders in Financial Instruments, including CFDs.
  - c) Carrying out the sale, purchase, or other dealings in securities, whether payments are made on margin, instalment, or otherwise, including attempts to conduct such transactions. Participating as a securities dealer in transactions on securities exchanges.
  - d) Receiving and executing orders to buy or sell securities as a securities dealer.
- 4.3. The services described above may involve transactions in Financial Instruments that are not admitted to trading on Regulated Markets and are traded Over-the-Counter (OTC), such as CFDs or other financial instruments or commodities. By entering into this Agreement, you acknowledge and expressly consent to the execution of orders by the Company outside a Regulated Market.
- 4.4. You further acknowledge that the services under Clause 4.1 do not constitute the provision of investment advice.

#### **5. Opening your Trading Account**

- 5.1. Before opening a new account, the Company will provide you with detailed information about its services, and applicable terms and conditions. This information may be shared through our website, by email, or through direct communication. When you visit our website to open an account, you will be required to complete or receive an application package that includes:
  - i. The account application form;
  - ii. Relevant client information/documents;
  - iii. The Client Agreement; and
  - iv. Any other documents required by the Company.
- 5.2. In compliance with applicable regulations, the Company is required to perform Know Your Client

(KYC) and Due Diligence procedures to verify each individual who registers through our website. To complete this process, we will collect key personal details, including:

- i. Full name (and middle name, if applicable);
- ii. Residential address;
- iii. Telephone number;
- iv. Email address;
- v. Nationality;
- vi. Date of birth; and
- vii. Any other identifying information requested by the Company.

- 5.3. Your account must be fully opened and verified before you can place any order or enter into a transaction. No trading activity can begin until your account is active and cleared funds have been received.
- 5.4. Once your completed application form is received, the Company may conduct additional checks or inquiries as required by internal policies and regulatory standards. We may also perform periodic reviews during the course of our relationship. You are required to cooperate and provide all requested information promptly. The Company relies on the accuracy and completeness of the information you provide and must be notified in writing of any changes to your details as soon as possible.
- 5.5. As part of the Account Opening Process, the Company will assess the information you provide to determine your suitability for trading and/or maintaining an account with us.

## **6. Electronic Trading Systems and Platform Access**

- 6.1. These Electronic Trading Terms apply to your use of any electronic services or trading platforms (“Electronic Systems”) provided by the Company.
- 6.2. Once your account security verification is completed, the Company will issue you unique Access Codes to enable transactions through its Electronic Systems. These codes provide secure system access and are subject to additional agreements governing electronic trading. Further details are available on our website.
- 6.3. The Client acknowledges and agrees that the Company may, at its discretion, restrict or temporarily suspend access to its Electronic Trading Systems when necessary to ensure operational efficiency, maintain security, or protect the interests of the Company and its clients. Access to the Systems is granted for your personal use only, on a non-exclusive and non-transferable basis. The Company may also impose limits on the number or frequency of transactions executed.

- 6.4. All rights, title, and interest in the Electronic Systems, including all intellectual property rights, trademarks, trade names, software, and platform content, remain the exclusive property of the Company or its authorized licensors. You do not acquire any rights beyond those necessary to access and use the Systems. You must not copy, sell, transfer, sublicense, or make available the Systems or their content to any third party. You are also prohibited from altering or removing any copyright, proprietary, or restrictive notices displayed on the Systems.
- 6.5. You are responsible for safeguarding all confidential information, including your Access Codes, trading activity details, account balances, and order information. You are solely responsible for all transactions and communications made through your Access Codes. The Company bears no responsibility for unauthorized use by any third party. For your protection, do not access your account from public computers and always log out after each session. You must also ensure your devices are free of viruses, malware, or similar threats, and maintain up-to-date antivirus software as required by the Company.
- 6.6. You must immediately notify the Company if you suspect or become aware of any unauthorized use or compromise of your Access Codes.
- 6.7. Subject to applicable regulations, the Company will not be liable for:
  - a) Any loss, cost, or liability (including consequential loss) arising from instructions or communications sent via the internet or electronic channels;
  - b) The accuracy or validity of information or instructions submitted through such channels; or
  - c) Any system, software, or equipment failure, including those caused by viruses or technical defects related to your use of the trading platform.
- 6.8. Without limiting any other provisions in this Agreement regarding liability or indemnity, this clause applies specifically to your use of our Electronic Trading Systems.
- 6.9. If you use third-party content, trading signals, or advice, you acknowledge that such tools and services are provided independently. The Company and its licensors make no representations or warranties and are not responsible for the accuracy, reliability, or results of any third-party advice or content.
- 6.10. While the Company strives to provide reliable, high-quality trading platforms, no software or electronic system can be guaranteed error-free. The platform and its software are provided “as is”, and you use them at your own risk. The Company makes no warranties, express or implied regarding performance, fitness for a particular purpose, or accuracy. The Company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from your use or inability to use the platform, even if previously advised of the possibility of such damages.

**7. Client Instructions and Trade Execution**

- 7.1. All orders you place with the Company are executed outside a Regulated Market.
- 7.2. The Company acts as principal and contractual counterparty to your trades, not as an agent.
- 7.3. This means you trade directly with us, and we are the counterparty for all transactions unless otherwise agreed in writing. You may only permit a third-party agent to act on your behalf if we explicitly authorize them. The Company may require confirmation of the Agent's authority at any time.
- 7.4. You may open, close, or modify positions via our Electronic Systems or by placing orders with our Dealing Desk. Available order types include: Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss, and Take Profit.
- 7.5. Telephone conversations may be recorded for recordkeeping and security purposes, and these recordings remain the Company's property. They may be used as evidence or for other legitimate purposes.
- 7.6. The Company may transfer your trading execution to an agency model account if your trading strategy exposes the Company to excessive risk.
- 7.7. The Company may reject, cancel, or modify orders at its discretion, especially if instructions are incomplete, unclear, or ambiguous. You will be informed of rejected orders, but no reason needs to be provided.
- 7.8. Corporate Events: If a Reference Asset undergoes events such as share splits, dividends, mergers, or earnings announcements, the Company may adjust the opening/closing price, size, value, or quantity of related transactions to preserve the economic equivalent of your rights and obligations. These adjustments are binding and effective from the date determined by the Company.
- 7.9. If a Reference Asset declines in value or is subject to market restrictions, the Company may suspend or restrict trading in that instrument.
- 7.10. All adjustments or amendments to transaction prices, sizes, or orders are final and binding, and the Company will notify you via internal mail or email as soon as reasonably practicable.
- 7.11. Open positions on ex-dividend days may be closed and reopened at adjusted prices. The Company may also apply dividend adjustments to short positions. No prior consent is required, and notifications will be sent via internal mail or email.
- 7.12. Orders are executed at requested prices; however, during periods of high volatility, news announcements, market openings, or instrument suspensions, orders (Stop Loss, Take Profit, etc.) may be executed at the next best available price. Stop Loss orders do not guarantee protection against losses.
- 7.13. Orders are executed at bid and ask prices provided by the Company, reflecting third-party liquidity providers. Prices may change due to market volatility or internet connectivity. In case of technical failures or system delays, the Company may refuse to execute, adjust, or cancel

orders. All email instructions must come from your registered email address, and they are valid only once executed and confirmed by the Company.

- 7.14. A “Manifest Error” is a clear misquote or pricing error. The Company may amend or void affected transactions. The Company is not liable for any losses resulting from Manifest Errors.
- 7.15. Orders may be partially executed depending on market conditions. The Company may adjust spreads based on market conditions and order size.
- 7.16. Swap rates depend on interest levels and the Company’s fees for maintaining positions overnight. The Company may adjust Swap rates at any time and may apply special rules for long-term or overexposed positions. Swap-free accounts have defined limits, and adjustments or retroactive charges may apply in cases of swap abuse or risk to the trading facility.
- 7.17. Trading strategies exploiting price latency, arbitrage, or cash-and-carry techniques are deemed abusive. The Company may adjust or cancel related transactions, terminate accounts, or impose fees in such cases.

## **8. Closed Transactions**

- 8.1. Some Financial Instrument transactions may have a specified expiry date (an “Expiry Transaction”). Details about these dates can be found in the Contract Specifications on the Company’s website. You acknowledge and agree that the Company may, at its sole discretion, close any such transaction before the expiry date if the Reference Asset is a derivative Financial Instrument that may settle by means other than cash. The Company is not obligated to roll over positions in these instruments.
- 8.2. The closing price of an Expiry Transaction will be determined as follows:
  - a) The last traded price at or just before the close, or the applicable official closing quotation or value of the Reference Asset, as reported by the relevant exchange or market (excluding errors and omissions); plus, or if applicable, minus
  - b) Any Spread applied by the Company when closing the transaction.

Details of the Spread applied to specific Expiry Transactions are available upon request.

## **9. Managing your Funds, Margin and Leverage**

- 9.1. The balance in your trading account (“Balance”) reflects the total funds available, including any net realised profits or losses. For clarity, profits or losses become realised once an open position is closed. The total equity of your account (“Equity”) is the sum of your Balance plus any unrealised (floating) gains or losses on positions that remain open.

- 9.2. Margin refers to the portion of your Equity allocated to maintain one or more open trades. Margin does not reduce your Equity and cannot be used to open additional positions or be withdrawn from your account. Free Margin is the part of your Equity that is not used as Margin and may be used to open new positions or withdrawn from your account.
- 9.3. To enter a transaction, the Company requires the deposit of Margin to secure your liability for any potential losses. The Leverage Level is the ratio of Margin to the market value of the open position it secures. By accepting this Agreement, you confirm that you have read, understood, and accepted the Leverage Levels as published on the Company's website. The Company may adjust your account's Leverage Level at its discretion, based on your Margin, account balance, or exposure.
- 9.4. Margin requirements and Leverage Levels may be set or varied without prior notice at the Company's discretion to cover any realised or unrealised losses arising from your transactions. You may request a change in leverage at any time, but the Company retains the right to adjust it without consent, either temporarily or permanently, in accordance with its risk parameters, with notification sent via internal mail or email.
- 9.5. Occasionally, prior to major economic news releases, maximum leverage limits may apply: 1:100 for FX, eight times the standard Margin requirement for Gold, and four times the standard Margin requirement for other instruments.
- 9.6. You must maintain sufficient funds in your account at all times to meet Margin requirements. Assets deposited (other than those for safekeeping) may be treated as collateral for Margin. Only net funds received after any bank charges will be credited to your account.
- 9.7. If your account falls below the required Margin, the Company may immediately close or terminate your transactions and account without prior notice. For STP accounts, positions will be closed starting from the most unprofitable when Margin falls below 100%, with automatic closure at 50% or less. For other accounts, positions may be partially closed below 40% and automatically closed at 20% or less of the required Margin.
- 9.8. You are responsible for monitoring Margin in your account and for reviewing differences between standard and premium accounts as published on the Company's website before opening an account or placing any order.
- 9.9. The Company reserves the right to change your account type between premium and standard based on total Margin deposits and your current account balance.

## **10. Margin Monitoring and Auto Stop-Out**

- 10.1. If your account Equity falls below the level required to cover 100% of your Margin, your account will enter a margin call ("Margin Call").
- 10.2. If your Equity falls to or below 30% of your Margin (or such other percentage as may be set by

the Company from time to time), an auto stop-out (“Auto Stop-Out”) will occur. During an Auto Stop-Out, some or all of your open positions will be automatically closed by our risk management system to restore your Equity above the required level. The system may first close positions carrying the largest losses and may continue to close additional positions until your Equity is sufficient. You should be prepared for all open positions to potentially be closed automatically.

10.3. To restore Equity above your required Margin during a Margin Call, you may:

- a) Deposit additional funds into your account;
- b) Close one or more open positions; or
- c) Use a combination of both.

10.4. While the Company will notify you of a Margin Call whenever possible, it is ultimately your responsibility to monitor your account and maintain sufficient Equity to meet your Margin requirements at all times. Only your Free Margin will be available for new trades or withdrawals.

10.5. You agree to maintain sufficient Margin in your account at all times. If you anticipate that you may not be able to meet Margin requirements, you should reduce your open positions or deposit additional funds to ensure compliance.

10.6. You may access details of your paid or due Margin at any time via the trading platform.

## **11. Market Abuse and Fair-Trading Practices**

11.1. You agree not to use the Electronic Systems for orders or transactions that may be considered fraudulent, illegal, or in violation of Market Abuse rules or any other applicable regulations. For this Agreement, “Market Abuse” includes conduct such as insider trading, market manipulation, or market distortion in breach of applicable laws or regulations. If you wish to execute short sale Contracts for Difference (CFDs) on a security as a Reference Asset, you must follow all relevant regulations and ensure your use of the Electronic Systems does not cause the Company to breach any laws or short sale rules.

11.2. You acknowledge and agree not to engage in unlawful, illegal, or unethical trading, or any activity that contravenes applicable laws, regulations, rules, or the Company’s policies. This includes the misuse of scripts, codes, automated advisors, software, or any other tools or manual trading methods to manipulate rates or pricing.

11.3. The Company reserves the right to cancel, retroactively, any transactions that it reasonably believes were intended to manipulate or exploit pricing in violation of this section. The Company is also authorized to recover any trading profits gained from such transactions.

- 11.4. You understand that the Company does not guarantee execution of orders at specific prices, including conditional orders such as stops or limits, particularly during periods of high market volatility, news announcements, gapping prices, greyed-out pricing, or low market liquidity. In such cases, orders may be executed at the next best available price or at fair market value.
- 11.5. You acknowledge that in gapping market conditions, conditional orders, particularly stop-loss orders, may be executed at prices that differ from your instructions, which could result in losses exceeding your intended amounts. For this reason, the Company encourages the use of market orders rather than conditional orders, as market orders provide a requote option for you to accept or reject the new price.
- 11.6. You agree that the Company is not responsible for any losses, including margin calls, resulting from conditional orders being executed during gapping markets, or from orders executed at specific prices due to greyed-out pricing or limited market liquidity.

## **12. Market Volatility and Spreads Changes**

- 12.1. You acknowledge that there may be times when spreads widen beyond their usual levels. During periods of heightened market volatility, such as major news announcements, spreads may increase significantly to reflect the increased market risk. You should exercise caution when trading during these periods, as widened spreads can impact all positions in your account, including hedged positions.
- 12.2. Quotes provided by the Company are valid only at the time they are given and may change thereafter. As a result, spreads, market spreads, and the costs of opening or closing positions may vary.

## **13. Refusal to execute orders**

- 13.1. The Company reserves the right to refuse to transmit or execute any order without prior notice or explanation. Examples of situations where the Company may exercise this right include, but are not limited to:
- a) If there are insufficient Margin funds in your account;
  - b) If executing the order could disrupt the smooth operation or reliability of the Trading Platform;
  - c) If the order could be considered Market Abuse;
  - d) If the order may constitute or facilitate money laundering or breach any applicable regulations.

13.2. Any refusal to execute an order does not affect any obligations you may have to the Company or any rights the Company may have regarding your account or assets.

#### **14. Rollover, Settlements and Account Interest**

- 14.1. The Company may, at its sole discretion, rollover or offset all or part of positions held in CFDs on currencies, commodities, or other financial products in your account(s) on any electronic trading platform. These actions are carried out at your own risk.
- 14.2. Positions carried forward may accrue interest charges until they are closed. CFDs on Futures are not automatically rolled over at contract expiration; the Company will close all such positions at expiration, and you may choose to enter into a new contract.
- 14.3. At its discretion, the Company may offer interest-free accounts where positions carried forward do not incur interest charges. These terms are granted based on representations you make to the Company and may be retroactively canceled if the Company determines the representations were inaccurate, including if you hold interest-bearing accounts elsewhere. In such cases, the Company may cancel all trading activity on the account since inception and return your original deposits.
- 14.4. The Company may also provide swap-free accounts for clients who prefer not to pay or receive daily interest on positions held overnight. Swap-free terms are not available for all currency pairs. The Company reserves the right to apply swap fees retroactively or terminate swap-free privileges if positions are kept open beyond five (5) days, unless otherwise waived by the Company.
- 14.5. All transactions will be settled in accordance with the normal practices of the relevant Financial Instrument or market unless otherwise agreed. You will have online access to transaction confirmations and account statements through your client portal. Each confirmation or statement is considered binding and conclusive unless you notify the Company in writing of any objection within four (4) business days, or unless the Company itself identifies an error within the same period.
- 14.6. Any objections or inquiries regarding executed transactions must be submitted in writing within four (4) business days of the transaction date for the Company to review.
- 14.7. The Company is not liable for any interest earned on funds deposited with or held by the Company in your account(s). By accepting this Agreement, you consent to waive any rights to interest earned on your deposits and acknowledge that the Company may retain such interest.

## 15. Execution of Client Instructions

- 15.1. The Company has an Order Execution Procedure in place and takes all reasonable steps to achieve the best possible outcome for clients when executing orders or transmitting them for execution in relation to Financial Instruments. Our Policy on CFD Trading Terms and Order Execution provides an overview of how we aim to achieve the best results, considering criteria such as price, costs, speed, likelihood of execution, size, nature of the order, and other relevant factors. Price and cost are typically the most important considerations unless other factors offer a better overall outcome for the client. Details of the criteria and assessment processes are set out in the CFD terms and trading execution policy, including how we monitor the financial institutions we use as hedging liquidity and price providers.
- 15.2. By agreeing to these Terms, you acknowledge that you have read, understood, and accepted the Company's policies, available in the Legal Documents section of our website. You also acknowledge that all transactions in any given Financial Instrument with the Company are executed outside a Regulated Market, and you are therefore exposed to the risk of a counterparty default (i.e., the Company).
- 15.3. The Company will make reasonable efforts to execute orders immediately. However, we do not guarantee that an order can always be executed, or that it will be executed according to your instructions or at the price you requested.
- 15.4. Orders will only be executed when the relevant Market or Underlying Market is open for trading. Orders received outside these hours will be executed as soon as practicable after the Market reopens, in line with the Market's rules.
- 15.5. We will take all reasonable steps to provide best execution in accordance with International Financial Centre, Saint Lucia Regulations and our Order Execution Terms, which form part of these Terms and the Client Agreement. By placing an order, you confirm that you have read, understood, and consent to the application of the Order Execution Terms, as updated from time to time.

## 16. Joint Accounts

- 16.1. If this Agreement is executed by more than one natural person ("Joint Account"), all such persons agree to be jointly and severally liable for all obligations under this Agreement. This means that each account holder may independently operate the Account, including withdrawing the entire balance, and that all account holders are collectively responsible for any debit balance or debt owed to the Company in full, not merely a proportional share.
- 16.2. The Company may treat each account holder as having full authority to act on behalf of all others in respect of the Account, including giving or receiving instructions, notices, or

acknowledgements, or requesting withdrawals and closures. However, the Company may, at its sole discretion, require that any instruction or request be confirmed by all joint account holders before acting upon it.

- 16.3. Any account holder may request that the Joint Account be converted into a sole account. The Company may, but is not obliged to, require written consent from all joint account holders before effecting such conversion. Any person removed from the Account remains liable for all obligations and liabilities arising prior to their removal.

## **17. Third-Party Account Managers and Client Responsibility**

- 17.1. The Client may appoint a third party to act as their representative or to manage their Account and trading strategy (“**Account Manager**”). The Client represents and warrants that the appointed Account Manager holds all necessary regulatory consents, permissions, registrations, or licenses required to act in this capacity (“**Regulatory Consents**”). The Company is under no obligation to verify such authority or consents but may, at its sole discretion, request evidence demonstrating the Account Manager’s authority and regulatory compliance.
- 17.2. Where an Account Manager is appointed, the Client must provide the Company with a Power of Attorney or investment management agreement, along with identification documents for the representative. Any revocation or amendment to the Account Manager’s authority must be submitted to the Company in writing and becomes effective two (2) business days after receipt, unless the Company specifies a shorter period.
- 17.3. The Client remains fully liable for all instructions given before such revocation becomes effective and for any resulting losses on open Transactions. The Client authorises the Company to act on all instructions received from the Account Manager, whether oral or written, without further verification from the Client. Communications sent by the Company to the Account Manager shall be deemed received by the Client. The Client also authorises the Company to provide the Account Manager with full access to all information related to the Account, including personal and transactional data.
- 17.4. The Company may, at its discretion, impose limits or controls on an Account Manager’s access to or use of the Electronic Systems. However, the Company bears no obligation to implement such controls, and the Client remains solely responsible and liable for all actions taken by the Account Manager.
- 17.5. The Client agrees to indemnify the Company and hold it harmless from all losses, liabilities, expenses, damages, or claims (including legal fees) arising from:
- a) any breach of this Agreement by the Client;

- b) the Company's entry into any Margin FX Contract, FX Option Contract, or CFD; or
  - c) any action taken by the Company in connection with closing such positions.
- 17.6. This indemnity also applies to any incorrect, misleading, or false representations made by the Client, or any errors in instructions issued by an authorised person, except where such losses arise from the Company's gross negligence or wilful misconduct.
- 17.7. The Client further agrees to indemnify and reimburse the Company for any loss, damage, or expense resulting from:
- (a) the Account Manager acting outside the scope of their authority; or
  - (b) any breach of the Account Manager's appointment terms.
- 17.8. The Client also agrees to defend, indemnify, and hold harmless Centrino Capital its affiliates, officers, employees, and agents from any liabilities, claims, damages, or expenses (including attorney fees) arising from the Client's use of the Company's website, products, or services, or from any violation of the Company's Terms, Privacy Policy, or related documents.
- 17.9. The Company shall not be liable for any claims, losses, or damages resulting from the actions or omissions of third-party brokers, agents, or entities not affiliated with the Company. The Client agrees to indemnify and hold the Company harmless from such claims or losses.
- 17.10. The Client accepts full responsibility and liability for all actions and instructions given by the Account Manager, including all resulting Transactions, and agrees to indemnify the Company against any related loss, damage, or expense. This indemnity applies regardless of the circumstances or any knowledge or omissions by the Company in relation to other accounts.

## **18. Client Account**

- 18.1. Before entering into any Transaction, the Client must open a Client Account with the Company. This Agreement shall become effective once the Company has received the Client's initial funds and has provided written confirmation of acceptance.
- 18.2. The Client agrees that the Client Account may only be used for Transactions and related trading purposes. The Client shall not use the Client Account to make payments or transfers to any third party.
- 18.3. If the Client maintains more than one Client Account, the Company may, at its discretion, treat all such Accounts as a single consolidated Account. The Company may, but is not obliged to, transfer or apply available Margin or other funds between the Client's Accounts to meet Margin requirements or settle liabilities in any Account. Such transfers may, where necessary, result in the closure of open positions in the Account from which funds are moved.

18.4. If funds are received in a currency for which the Client does not hold a dedicated Account, the Company will convert those funds into the Client's Base Currency. The conversion will be made at the applicable exchange rate in effect on the date and time the funds are received and available to the Company.

## **19. Client Money Safeguarding and Handling**

- 19.1. Any funds received by the Company in connection with the Client's Account shall be treated as Client Money. By entering into this Agreement, the Client acknowledges and agrees that the Company will not pay any interest on Client Money or on any other unencumbered funds held on the Client's behalf.
- 19.2. The Company may hold Client Money together with funds belonging to other clients in a pooled or omnibus account. This structure allows for operational efficiency but does not affect the individual ownership rights of each Client.
- 19.3. The Company takes appropriate measures to protect Client Money and ensure it is not used for the Company's own purposes. All Client Money is immediately deposited into one or more designated segregated client accounts, separate from the Company's operational funds, held with approved banks or payment service providers that meet the Company's internal risk and due diligence standards.
- 19.4. Before establishing a relationship with any third party who will hold Client Money (as per Clause 19.2), the Company exercises due skill, care, and diligence in accordance with applicable laws and regulations. This assessment includes reviewing the third party's jurisdiction, reputation, financial stability, regulatory status, and operational reliability. Only entities approved by the Company's Management will be used for this purpose.
- 19.5. The Client acknowledges and consents that, in certain circumstances, the Company may hold Client Money with a payment provider or third party that does not treat such funds in full compliance with Client Money segregation rules.
- 19.6. Unless otherwise instructed in writing, the Client authorizes the Company to transfer or hold Client Money with another party, such as an exchange, clearing house, or broker, for purposes related to:
- a) executing a Transaction on behalf of the Client;
  - b) meeting collateral or margin requirements linked to a Transaction. The Client further consents to the Company holding such funds in one or more segregated client accounts.
  - c) The Company shall not be responsible for the solvency or conduct of any third-party institution holding Client Money.

- 19.7. Where Client Money is held by a third party in an omnibus account, it may not be possible to distinguish the Client's funds from those of other clients or the third party itself. In the event of insolvency, the Client may not have a claim to a specific amount in a specific account. The Company shall not be liable for any resulting losses. The Client acknowledges that omnibus accounts may also expose funds to cross-client risks, particularly if the Company or another client defaults.
- 19.8. The Client authorizes the Company to release and cease treating as Client Money any unclaimed balance where:
- a) There has been no activity on the Client's Account for a period of six (6) years, excluding routine charges or interest; and
  - b) The Company has sent written notice to the Client's last known address, providing 28 days' notice of its intention to remove the balance from Client Money treatment. The Company will maintain full records of all such released funds and will honor any valid claim for repayment of a released balance.

## **20. Client Fund Transfers and Payments**

- 20.1. When transferring funds to the Company, the Client must clearly state their full name and all required payment details in accordance with international regulations relating to anti-money-laundering and counter-terrorism financing. The Company will not accept payments made from or on behalf of third parties for credit to a Client's Account.
- 20.2. The Client understands that external banking or payment provider charges may apply to any transfer to or from the Client's Funding Account. Deposited amounts will be credited to the Client's Account on the value date the payment is received by the Company, net of any applicable deductions or charges. The Company shall not be responsible for any losses incurred if a stop-out occurs before a deposit has been processed.
- 20.3. The Company does not accept deposits in cash, currency notes, or cash equivalents under any circumstances.
- 20.4. The Company reserves the right to decline or return a transfer if the funds are transferred by a third party, if there are reasonable grounds to believe the sender is not duly authorized, or if the transfer appears to violate applicable laws or regulations.
- 20.5. If a transfer is refused, the Company will, subject to applicable regulations, return the funds to the original remitter using the same payment method, and the Client shall bear any charges imposed by the relevant payment provider.
- 20.6. The Client authorizes the Company to make deposits or withdrawals from the Client's Funding Account on the Client's behalf, including but not limited to the settlement of Transactions,

- payment of fees, or discharge of any amounts owed to the Company or other authorized parties.
- 20.7. Clients must fund their Accounts only through the methods available on the Client Portal, including through approved Paying Agents where applicable. Clients must not transfer funds by any other means. Where a Paying Agent processes a transfer on behalf of a Client, the payment shall be made at the Client's sole risk, and the Paying Agent may charge a non-refundable service fee.
  - 20.8. By funding their Account, the Client acknowledges that neither the Company, any Paying Agent, Introducing Broker, nor any third party shall be liable for any losses or delays arising during the transfer process. The Client accepts full responsibility for all fund transfers.
  - 20.9. The Client understands that the time required to receive or credit funds may vary depending on the funding or withdrawal method used and the policies of the Client's payment provider.
  - 20.10. The Client may withdraw funds from their Account at any time, provided such funds are Free Margin and not required to maintain open positions or margin obligations.
  - 20.11. The Company reserves the right to set or modify minimum withdrawal thresholds from time to time, as disclosed on its Website.
  - 20.12. Unless otherwise agreed in writing, all withdrawals will be transferred to the Client's Funding Account. Withdrawal requests are processed within the timeframe stated on the Company's Website, and the total processing time will depend on the Client's bank or payment provider.
  - 20.13. If the Client's bank or payment account becomes frozen or restricted for any reason, the Company shall bear no responsibility or liability for the resulting unavailability of funds. The Client acknowledges that they have reviewed and understood the payment method details and conditions available on the Client Portal.

## 21. Withdrawals

- 21.1. All withdrawal requests must be submitted by the Client through the Client Portal. Withdrawal requests are typically processed within 1–3 business days, though bank wire withdrawals may take up to 7 business days. Delays may occur due to unforeseen circumstances or additional verification requirements. The minimum withdrawal amount for bank transfers is USD 100 (or equivalent). Requests below this amount will not be processed.
- 21.2. Withdrawals should generally be made using the same method the Client used to fund the Client Account and to the same remitter. The Company reserves the right to decline a withdrawal using a specific payment method and may suggest an alternative method. In such cases, the Client must submit a new withdrawal request via the Client Portal. Where applicable, the Company may process withdrawals only in the currency in which funds were deposited. If the Company is not satisfied with the documentation provided by the Client, it reserves the right to reverse the withdrawal and return the funds to the Client Account, net of any fees or charges imposed by the Client's funding provider.

- 21.3. All fund withdrawals or transfer requests must be submitted via the Client Portal. The Company will make reasonable efforts to inform the Client in advance of any charges, fees, or costs associated with a withdrawal or transfer.
- 21.4. The Company reserves the right to reject any withdrawal requests if additional documentation or information is required. The time for the receipt of withdrawn funds in the Client's Funding Account may vary depending on the method selected by the Client.
- 21.5. If a withdrawal request fails for any reason, the Client will be promptly notified by email with the reason for the failure, which may include insufficient funds, technical issues, or an incorrect method selection. The Client must resolve the issue before submitting a new withdrawal request. For any questions or assistance regarding withdrawals, the Client may contact [infodesk@centrinocapital.com](mailto:infodesk@centrinocapital.com)

## 22. Fees and Charges

- 22.1. For any Services provided to the Client, the Company is entitled to receive fees and compensation for expenses incurred in fulfilling its obligations. The Company reserves the right to modify its Charges, rates, or percentage amounts from time to time. The Client agrees that the Company may change its Charges unilaterally, without prior consent, and will notify the Client accordingly.
- 22.2. The Company may charge a mark-up or mark-down (the difference between the price at which the Company takes a principal position and the Transaction execution price with the Client). The Company may alternatively charge a commission or a combination of both. Where applicable, a portion of these Charges may be paid to an Introducing Broker. The Company may also charge incidental banking-related fees such as wire transfer charges, deposit/withdrawal costs, or returned cheque fees. Additional fees may apply for optional, value-added services offered by the Company.
- 22.3. The Company may, at its discretion, pass on to the Client any third-party costs, levies, or fees imposed by liquidity providers, exchanges, banks, or regulatory authorities, provided such costs are directly related to the Client's Transactions.
- 22.4. The Client agrees that the Company may charge service fees, including deposit and withdrawal fees, imposed by banks, card processors, or electronic wallet providers, without the Client's prior consent.
- 22.5. Deposits by credit or debit card are subject to applicable fees as set by the card issuer.
- 22.6. All payment and transfer charges, including bank charges, for deposits and withdrawals shall be borne by the Client, and the Company will reflect such charges in the Client Account.

- 22.7. The Client will pay all amounts owed to the Company when due, in freely transferable, cleared funds, in the currency and to the account specified by the Company, without set-off, counterclaim, or deduction unless required by law.
- 22.8. The Company may deduct its charges from any funds held on the Client's behalf. The Company is entitled to combine or transfer funds between the Client's Accounts and may close open positions to settle outstanding obligations.
- 22.9. If payment due from the Client is not received in cleared funds, the Company may treat the Client as having failed to make payment and may close out open positions or exercise other default remedies under this Agreement.
- 22.10. The Company may charge interest on overdue amounts at a rate reasonably determined by the Company to represent the cost of funding such overdue balances. Interest will accrue daily. If the Client fails to deposit the required amount within the specified timeframe, the Company may sell Financial Instruments from the Client's Account(s) without further notice and will notify the Client via email or trading platform.
- 22.11. The Company may deduct or withhold taxes from any payments if required by law. If the Client is required by law to withhold any amount, the Client must pay an additional amount to ensure the Company receives the full amount it would have received if no withholding were required.
- 22.12. The Company is not responsible for the Client's personal tax obligations in relation to income tax or similar taxes imposed in the Client's jurisdiction.
- 22.13. Where the Client's payment account currency differs from the trading account currency, currency conversion will be performed by the Client's bank, card processor, or electronic wallet provider at the prevailing exchange rate, and fees may apply.
- 22.14. In case of no activity, including funding or trading, within six (6) months, the Company may charge a fixed administrative fee of USD 50 (or currency equivalent). If the account balance is below this amount, the remaining balance will be charged, and the account archived.
- 22.15. Where deposits and withdrawals occur without trading activity, the Company may charge an administrative fee of 3% of the deposited funds to cover related transaction costs. This may also apply where the Company determines that the account is used for purposes other than trading.
- 22.16. The Company reserves the right to charge an administration fee of USD 250 (or equivalent) if a chargeback is initiated on any deposit, whether intentional or not. This fee covers investigative expenses. The Client remains responsible for any unpaid chargeback amount and related fees imposed by payment processors.
- 22.17. The Company may seek reimbursement for chargebacks by debiting the Client's Trading Account, deducting from future payments, or recovering by other lawful means. The Company will exercise these rights reasonably and primarily to protect against fraud or margin deficiencies.
- 22.18. Upon receiving a dispute, claim, or chargeback from the Client's payment provider, the Company may, at its discretion:

- a) immediately close open positions, with or without notice;
- b) restrict deposits or withdrawals from the Trading Account; and/or
- c) terminate the Agreement pursuant to its terms.

22.19. All credit card transactions (deposits) are non-refundable and irrevocable. The Client waives the right to chargeback once a Transaction has been executed.

22.20. Any fraudulent activity, including chargeback fraud, will be investigated fully. In such cases, the Company reserves the right to:

- a) block access to electronic systems and cancel access codes;
- b) terminate the Client's Account;
- c) close open positions and debit the Account; and
- d) reverse profits obtained through prohibited activities and notify relevant authorities or third parties.

22.21. The Client acknowledges that all current fees, commissions, and financing costs are published in the Contract Specifications available on the Company's Website. Any amendments shall take effect upon publication, unless otherwise stated. The Client is responsible for reviewing the latest information before executing any Transactions.

22.22. Any dispute relating to fees or charges must be notified to the Company in writing within 30 calendar days of the relevant transaction or statement date; otherwise, such fees shall be deemed accepted.

### **23. Inducements**

23.1. In addition to the fees and charges paid by the Client, the Company may pay or receive fees, commissions, or other benefits to or from third parties. Such payments or benefits will only be made where they are designed to enhance the quality of the services provided to the Client and do not impair the Company's duty to act honestly, fairly, and in the best interests of the Client at all times.

### **24. Third-Party Client Referrals**

24.1. A Client may be referred to the Company by an Introducing Broker or another third party. Under a written agreement with the Company, the Introducing Broker may receive a fee or commission from the Company for such referrals.

- 24.2. Fees or commissions paid to Introducing Brokers or other third parties are based on a written agreement and may depend on factors such as the number of clients referred, trading volume, or frequency of transactions. Upon request, the Company will provide the Client with details of any such remuneration paid to an Introducing Broker or other third party.
- 24.3. The Client understands and agrees that the Company is not responsible or liable for any separate agreement or arrangement between the Client and the Introducing Broker, or for any additional fees or obligations arising from such an arrangement.
- 24.4. The Client acknowledges that an Introducing Broker acts independently and is not an agent, employee, or representative of the Company. The Introducing Broker is not authorised to make representations, guarantees, or commitments on behalf of the Company. Any advice or recommendations the Introducing Broker provides are given solely at their own discretion, and the Company assumes no responsibility for such advice or its outcomes.
- 24.5. The Company's agreements with Introducing Brokers expressly prohibit them from providing investment advice or making personal recommendations to Clients.

## **25. Force Majure and Exceptional Market Conditions**

- 25.1. The Company shall not be held liable to the Client for any claims, losses, damages, costs, or expenses, including attorneys' fees, directly or indirectly arising from or caused by any event, action, or omission beyond the Company's reasonable control. Such events may include, without limitation, civil unrest, war, insurrection, international intervention, governmental actions (including, without limitation, exchange controls, forfeitures, nationalizations, or devaluations), natural disasters, acts of God, adverse market conditions, inability to communicate with any relevant person, or any delay, disruption, failure, or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, the Client, any market, or any settlement or clearing system.
- 25.2. Where the Company reasonably considers that an exceptional event as specified in Clause 25.3 has occurred or is occurring, it may, at its sole discretion, take one or more of the following actions without prior notice to the Client and without incurring any liability for any resulting losses:
- i. Modify Margin requirements, which may require the Client to provide additional Margin;
  - ii. Restrict or limit the types of instructions the Client may give in respect of an Order or Position;
  - iii. Close any or all open Positions at a price the Company reasonably deems appropriate;
  - iv. Adjust trading hours for any Product; or
  - v. Cancel, suspend, or void any Orders or open Positions affected by the exceptional event.

25.3. For the purposes of this Agreement, an exceptional event shall include, but is not limited to:

- i. Any fire, strike, riot, civil unrest, terrorist act, war, or industrial action;
- ii. Any natural disaster, including floods, tornadoes, earthquakes, or hurricanes;
- iii. Any epidemic, pandemic, or public health emergency of national or international concern;
- iv. Any act or regulation issued by a government, supranational body, or authority that prevents the Company from maintaining an orderly market;
- v. The suspension, closure, or nationalisation of any exchange;
- vi. The imposition of limits, controls, or unusual trading terms by a government or regulatory authority on any instrument or derivative traded on the Platform;
- vii. The failure, abandonment, or malfunction of any instrument or pricing source used by the Company;
- viii. Substantial or anticipated changes in the price, supply, or demand of any product;
- ix. Technical failures in communication, transmission, or computer systems, including power outages or equipment breakdowns;
- x. The failure of any intermediary, broker, agent, custodian, dealer, exchange, clearing house, or regulatory body to perform its obligations;
- xi. Liquidity providers being unable or unwilling to provide liquidity;
- xii. Any event that significantly disrupts the market, including premature market closure or extreme price fluctuations; or
- xiii. Any other event causing full or partial non-performance of the Company's obligations, including but not limited to system breakdowns, malfunctions, communication failures, industrial actions, acts of terrorism, natural disasters, governmental restrictions, or third-party failures beyond the Company's reasonable control.

## 26. Miscellaneous

### 26.1. Market Data, Research Reports, and Other Published Information

- i. The Client agrees that all market data, news, analyses, research reports, and any other information or materials made available through the Company's Website or Trading Platform are provided solely for the Client's personal use. The Client shall not copy, transmit, distribute, reproduce, or republish such information, in whole or in part, in any form or by any means, without the Company's prior written consent.
- ii. From time to time, the Company may provide the Client with published research reports, market analyses, recommendations, or other informational materials (collectively,

“Publications”). Where any Publication includes a restriction concerning the category of persons for whom it is intended, the Client agrees not to share or distribute such materials to any person or category of persons to whom the restriction applies.

- iii. The Company makes no representation or warranty as to the timing, accuracy, or completeness of any Publications or information provided. The Company cannot guarantee that the Client will receive any such Publications at the same time as other clients.
- iv. The Company shall not be liable for any loss, damage, or expense incurred by the Client as a result of any investment decision made, in whole or in part, based on any research report, recommendation, or other information provided by the Company.
- v. The Client acknowledges that the information provided by the Company may also appear in one or more third-party information services or platforms.

## 26.2. No Waiver

- i. No provision of this Agreement shall be deemed waived unless such waiver is made in writing and signed by both the Client and an authorized representative of the Company.
- ii. No waiver shall be implied or inferred from any course of dealing, conduct, delay, or failure by the Company (or its agents) to assert or exercise any of its rights or remedies under this Agreement on any occasion or series of occasions.
- iii. No oral agreements, representations, or instructions that conflict with this Agreement shall be valid or enforceable.
- iv. This Agreement, together with any schedules or attachments hereto, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, representations, or communications, whether written or oral, relating to the subject matter hereof.

## 26.3. Policies

- i. All Company Policies, as may be amended or updated from time to time, form an integral part of this Agreement. By accepting, or being deemed to have accepted, these Terms, the Client confirms that they have read, understood, and agreed to be bound by all applicable Policies.
- ii. The Company reserves the right to amend, update, or replace its Policies at its sole discretion. Any amendments to the Policy shall take effect upon publication of the

updated version on the Company's Website. The Client shall be deemed to have accepted the amended or restated Policy seven (7) Business Days following its posting on the Website.

#### 26.4. Assignment

- i. These Terms are binding upon and shall benefit both the Client and the Company, as well as their respective successors and permitted assigns.
- ii. The Client shall not assign, charge, transfer, or attempt to assign, charge, or transfer any of their rights or obligations under these Terms, or any interest therein, without the prior written consent of the Company. Any assignment or transfer made in breach of this Clause shall be null and void. The Client shall also not permit a trust to be declared over any of their rights under these Terms without the Company's prior written consent.
- iii. Subject to Applicable Regulations, the Company may delegate the performance of its obligations under these Terms to any appropriate third party. Such delegation shall not affect or limit the Company's obligations under this Agreement.
- iv. The Company may assign or transfer all or part of its rights, interests, or obligations under these Terms to another legal entity, including a futures commission merchant, without obtaining prior consent from the Client.
- v. The Client expressly authorizes the Company to transfer and assign the Client's Account to a futures commission merchant or another legal entity as deemed appropriate by the Company. The Client may not transfer or assign this Agreement without the Company's prior written consent. Any attempted assignment by the Client without such consent shall be null, void, and unenforceable.

#### 26.5. Monitoring, Security and Confidentiality

- i. The Company may monitor trading activities in Client Accounts to detect, investigate, or prevent potential money laundering, fraud, or any other suspicious activity in accordance with applicable laws and regulations.
- ii. The Client acknowledges and agrees that they are the exclusive owner and solely responsible, jointly and severally, if applicable, for maintaining the confidentiality and security of their Account number(s), password(s), and any other access credentials used to access the Company's electronic trading systems.
- iii. The Client accepts full responsibility for all actions, instructions, and transactions carried out through their Account, whether such activity was authorized by the Client or not.
- iv. The Client agrees to indemnify and hold the Company harmless from any loss, damage, or

liability arising from instructions or actions taken by any person using the Client's confidential access details, even if such instructions contradict those of the Client.

- v. The Client must immediately notify the Company in writing or by email of any loss, theft, suspected breach, or unauthorized use of their Account credentials. Upon receipt of such notification, the Company will take reasonable steps to protect the Client's Account from further unauthorized activity.

#### 26.6. No Separate Agreements

- i. The Client acknowledges that they have no separate agreement with any broker, Centrino Capital employee, or agent concerning trading in the Client's Account. This includes, but is not limited to, any agreement guaranteeing profits or limiting losses.
- ii. The Client agrees to immediately notify the Company's Compliance Department in writing if any such agreement exists. Additionally, the Client must report in writing any representations made by any person regarding the Client's Account that differ from statements or communications received from the Company.
- iii. The Client further acknowledges and agrees that the Company shall not be liable for any losses, damages, or liabilities arising from:
  - b. Transactions executed under the Client's direct authorization;
  - c. Transactions executed under the authority delegated through written authorization obtained through established and approved procedures; or
  - d. Any trading activity resulting in loss of principal.
- iv. The Company expressly disclaims any guarantee or assurance regarding the profitability of trades or protection of invested principal. The Client assumes full responsibility for all trading risks, including the potential loss of principal.
- v. The Company shall not be liable for any losses, damages, or liabilities arising from any agreement or arrangement between the Client and a third party to whom the Client has granted written authority. Any actions or transactions executed by such third parties pursuant to the Client's authorization are the sole responsibility of the Client.
- vi. Any disputed transactions must be reported to the Company's Compliance Department in accordance with the notice requirements set out in this Agreement.
- vii. The Client agrees to indemnify and hold the Company harmless from all damages or liability resulting from the Client's failure to notify the Company's Compliance Department within one (1) business day of any such occurrences.
- viii. All notices required under this section must be sent to the Company at its official address.

### **26.7. Severability**

- i. This Agreement, including any attachments and the terms in statements and confirmations, represents the entire agreement between the parties regarding its subject matter.
- ii. If any provision or condition of this Agreement is found to be invalid or unenforceable by a court, regulator, or self-regulatory body, that provision will be modified or, if necessary, removed to comply with the applicable authority.
- iii. The remaining provisions of this Agreement will continue in full force and effect as if the invalid or unenforceable provision had never been included.

### **27. Client Complaint**

- 27.1. If the Client has any complaint regarding the Company's services, the Client should follow the Company's Complaint Handling Policy, which is available in the Legal Documents section of the Company's Website.
- 27.2. The Client may register a complaint by completing the Company's Complaint Form and emailing it to: [complaints@centrinocapital.com](mailto:complaints@centrinocapital.com)

### **28. Conflicts of Interest**

- 28.1. The Company is required by law and regulations to manage conflicts of interest between itself and its clients, as well as between Clients. The Company maintains effective procedures to identify, manage, and, where possible, avoid such conflicts.
- 28.2. If a conflict of interest cannot be avoided, the Company will inform the Client of the nature and source of the conflict. The Company ensures that all Clients are treated fairly, with integrity, and that their interests are protected at all times.
- 28.3. The Client confirms that they have read, understood, and accepted the Conflicts of Interest Policy available in the Legal Documents section of the Company's Website.

### **29. Account Verification and Anti- Money Laundering**

The Client agrees and acknowledges that the Company may carry out the following procedures during account opening and while the Account remains active:

- 29.1. In line with anti-money laundering (AML) and combating terrorism financing (CTF) standards, the Company will verify the identity of all persons opening an Account. Required information may include, but is not limited to, full name, date of birth, and residential address. The Company reserves the right to close any Account if verification checks fail.
- 29.2. The Client must verify their email address via an activation link. Access to the Account will be denied if this step is not completed.
- 29.3. Two-Factor Authentication (2FA) must be enabled for the Account. This provides an extra layer of protection against unauthorized access.
- 29.4. The Company may use third-party providers to verify the information provided. Clients may be required to submit official identification documents, proof of address, or additional documentation. Corporate clients may need to provide documents such as certificates of incorporation and articles of association.
- 29.5. The Company may perform additional verification checks at any time, which could include requests for further documents or information. If the Client is unable or unwilling to provide the requested information, the Company may suspend the Account and return any remaining balance, up to the original deposit amount.
- 29.6. The Client must comply with all applicable laws and regulations relating to AML/CTF. Failure to do so may result in immediate termination of this Agreement without notice.
- 29.7. The Company may request information on the source of funds deposited into the Account. The Company may refuse to execute any instructions or orders until requested information is provided. The Company is not responsible for delays caused by pending verification documents.
- 29.8. The Client confirms that all funds deposited are from legitimate sources. The Client also confirms that they have the financial resources and knowledge to make informed trading decisions, and that all trading is conducted on their own behalf and at their own risk.

### **30. Communication between the Client and Company**

- 30.1. All reports, statements, and communications from the Company will be sent electronically, either to the Client's online account or to the email address provided in the Client's application (or any updated email designated by the Client). All official communications will come exclusively from the Company's domain, [centrinocapital.com](http://centrinocapital.com).
- 30.2. Emails sent to or from the Company may be monitored, reviewed, or disclosed to parties other than the intended recipient. The Client acknowledges that delivery delays may occur.
- 30.3. The Client agrees that the Company will not be liable for any email delays, whether caused by the Company or a third party. Emails may be retained by the Company's email system.
- 30.4. The Client agrees not to send trading orders via email, and the Company is not responsible for any actions or omissions resulting from emails sent to the Company. Electronic

communications through the Company's website, mobile devices, or touchtone services are also subject to monitoring and may be retained.

- 30.5. Unless stated otherwise, all notices, instructions, or communications from the Client must be sent in writing to [infodesk@centrinocapital.com](mailto:infodesk@centrinocapital.com).
- 30.6. Information may also be provided in paper format or via the Client's registered email on record.
- 30.7. All communications, whether sent or received, must be in English.
- 30.8. By accepting any document electronically (e.g., ticking a box, sending an email from the Company's domain, or confirming via the platform), the Client is deemed to have accepted the document.
- 30.9. Communications with electronic signatures will be legally binding, equivalent to signed paper documents.
- 30.10. The Client agrees that the Company may communicate via the website, platform, email, phone, post, chat, or other communication methods.

### **31. Common Reporting Standard ("CRS") / Foreign Account Tax Compliance Act ("FATCA")**

- 31.1. Under the Common Reporting Standard (CRS) and the Foreign Account Tax Compliance Act (FATCA), the Company must collect certain information from Clients about their tax residency for reporting purposes.
- 31.2. By opening an Account, the Client authorizes the Company to provide relevant information about the Client or their Account to tax authorities or authorized parties for tax audits or compliance checks.
- 31.3. The Client acknowledges that information, including income credited to the Client, may be reported to tax authorities in the Client's country of tax residency.
- 31.4. The Client must notify the Company of any changes to their tax residency within 30 days of the change.
- 31.5. The Company may suspend, restrict, or close Accounts if the Client does not provide the requested information to confirm their tax residency.
- 31.6. The Company does not provide tax advice. It is the Client's responsibility to stay informed about their tax obligations arising from Account activity.

### **32. Non-Solicitation and Non-Disparagement**

- 32.1. The Client agrees not to solicit or attempt to entice other clients or business partners of Centrino Capital to change or terminate their relationship with the Company.

- 32.2. The Client agrees not to make or share any false, defamatory, or harmful statements about Centrino Capital or its affiliates, employees, agents, or representatives that could damage its reputation, business, or financial interests.
- 32.3. If the Client breaches this clause, Centrino Capital may seek immediate legal remedies, including injunctive relief, without posting a bond. The Client also agrees to compensate the Company for any damages, costs, or expenses (including reasonable legal fees) arising from such a breach.

### **33. Data Protection and Client Information**

- 33.1. The Client shall immediately provide the Company with any information requested to comply with this Agreement or applicable laws and regulations and notify the Company of any material changes. By opening an Account and placing orders or Transactions, the Client acknowledges that personal information (including sensitive data) may be provided and consents to its processing by the Company. This includes sharing information with affiliates and third parties, processing instructions, generating confirmations, operating control and management systems, and allowing authorized staff to access Client information. Data may be transferred, stored, and processed in countries that may not provide the same level of protection as the Client's home jurisdiction.
- 33.2. The Company manages personal data according to applicable laws and has implemented security measures to protect Client information from unauthorized access and to comply with legal obligations.
- 33.3. The Company may disclose personal information without prior notice to regulators, the Client's employer (including compliance officers), persons requesting references in good faith, or authorities if the Client is involved in fraud, as permitted under applicable regulations.
- 33.4. The Client acknowledges and agrees that the Company may obtain, process, disclose, and transfer personal data about the Client (and any individuals for whom the Client provides data) to affiliates or third parties, even in jurisdictions where data protection laws may provide lower levels of protection.
- 33.5. The Client acknowledges and accepts that he has read and accepted the "Privacy Policy", which is available in the Company's Website.

### **34. Termination and Settlement Procedure**

- 34.1. These terms and conditions remain in effect until one of the instances of default or termination

specified in these terms or otherwise available in the Client Agreement.

- 34.2. The Client may terminate this Agreement by giving five (5) business days' written notice to the Company. During this notice period, the Client must close all open positions. If any positions remain open at the end of the notice period, the Company may close them on the Client's behalf.
- 34.3. Upon termination of this Agreement, the Company shall be entitled, without prior notice of the Client, to cease the access of the Client to the Trading Platform.
- 34.4. The termination by the Client or the Company does not relieve the client from the obligation to settle any account deficit, company reserves the right to exercise all its rights describes in this agreement to fulfill and collect any funds owned by the client.
- 34.5. The Company may close all open Transaction positions and terminate this Agreement immediately without giving five (5) business days' written notice in the following cases:

If at any time:

- i. The Client fails to comply fully and by the required time with any obligation to make any payment when due under this Agreement;
  - ii. The Company has reasonable grounds to believe that the Client is in breach of any covenant or provision set out in this Agreement;
  - iii. The Company believes that Client activity might be a violation of any Applicable Regulations;
  - iv. The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of the Client;
  - v. The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure, seeking or proposing, the appointment of an insolvency officer, the liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar under any insolvency law.
- 34.6. The Company may terminate this Agreement immediately without giving five (5) business days' written notice, and the Company have the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:
- 34.6.1. The Client involves the Company directly or indirectly in any type of fraud, in which it places the interests of Company and/or the Company's clients at risk prior to terminating this Agreement.
  - 34.6.2. The Company have grounds to believe that the Client's trading activity adversely

affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.

- 34.7. The termination of this Agreement shall not in any case affect, the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the Client shall pay for:
- 34.7.1. Any pending fees or commissions of the Company and any other amount payable to the Company;
  - 34.7.2. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement;
  - 34.7.3. Any damages which arose during the arrangement or settlement of pending obligations. The Company has the right to deduct such sums as are appropriate with respect to all of the above Client liabilities or contingent liabilities from the Client's Account.
- 34.8. Upon termination of the Agreement, the Company shall immediately transfer to the Client the Client's assets (i.e. funds) in its possession, providing that the Company shall be entitled to keep such a Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

## **35. Amendment**

- 35.1. Centrino Capital may update or amend the terms of this Agreement, including any annexures, from time to time. You do not need to provide prior consent for these changes.
- 35.2. The latest version of the Agreement will always be available on our website and will supersede any previous versions.
- 35.3. We may amend or replace this agreement by publishing latest agreement on our website, including but not limited to:
- a) Clarify the terms or make them more favorable to you;
  - b) Reflect changes in the costs of providing services;
  - c) Correct any errors;
  - d) Comply with changes in laws, regulations, or decisions by courts or regulatory authorities;
  - e) Reflect changes in market conditions; or
  - f) Update the way we conduct our business operations.

- 35.4. By using our Products or Services, or entering into any transaction, you agree to the version of the Agreement published on our website at that time.
- 35.5. If you do not agree with a change, you must notify us in writing within 14 days of the publication (as per Clause 30). If you do not notify us, you are deemed to have accepted the changes. If you notify us that you object, the changes will not apply to you, but we may require you to close your account or restrict your ability to place trades or orders.
- 35.6. Any amendment applies to all open positions and unexecuted orders from the effective date stated in the updated Agreement.
- 35.7. Continued use of our Products or Services after the effective date of any amendment constitutes your acceptance of the changes. Amendments may affect outstanding Orders, Positions, or any rights and obligations already in place.

### **36. Intellectual Property**

- 36.1. All intellectual property rights, including patents, copyrights, design rights, trademarks, and other proprietary rights (whether registered or unregistered), related to the Company's trading platforms remain the property of Centrino Capital or its licensors.
- 36.2. You are granted a limited, non-exclusive right to access and use the Trading Platform solely for your personal trading activities, in accordance with this Agreement. You must not copy, modify, reverse engineer, decompile, disassemble, or create derivative works of the Trading Platform, except as expressly permitted in writing by the Company or as allowed by law.
- 36.3. Any lawful copies you make (for example, for backup purposes) must comply with this Agreement and display all relevant copyright and trademark notices. If you use MT4, MT5, or any other platform provided by the Company, you must keep an up-to-date record of the number and location of copies and provide this information upon request.
- 36.4. The Trading Platform is confidential and the result of substantial investment in time, skill, and resources. You agree to maintain its confidentiality and ensure that access is limited only to employees or agents who require it for authorized purposes. You must not disclose, publish, or distribute any information about the Trading Platform to any third party.
- 36.5. Clients have no ownership or other proprietary interest in the Trading Platform beyond the right to access and use it as permitted under this Agreement.

### **37. General Provisions**

- 37.1. You may not assign, charge, or otherwise transfer your rights or obligations under this Agreement without the Company's prior written consent. Any attempt to do so without consent

will be void.

- 37.2. If your Account is held jointly or by more than one person, each person is jointly and severally liable under this Agreement. In the event of death, bankruptcy, or dissolution of any account holder, the obligations of the remaining holders continue in full force.
- 37.3. The Company may, without notice, set off any amounts you owe under this Agreement against any account you maintain with the Company, whether actual, contingent, present, or future.
- 37.4. If any provision of this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction, it will not affect the validity or enforceability of the remaining provisions or the same provision in any other jurisdiction.
- 37.5. The Company's records, unless proven otherwise, will serve as evidence of your dealings with the Company. You remain responsible for maintaining your own records, though the Company may provide copies upon request at its discretion.
- 37.6. This Agreement and all Transactions are subject to Applicable Regulations so that:
- i. If any part of this Agreement conflicts with Applicable Regulations, the regulations will prevail.
  - ii. These Terms are part of the Client Agreement and should be read together. In case of conflict, the Company may interpret provisions in a way that best serves the Company.
  - iii. Nothing in this Agreement limits the Company's obligations under Applicable Regulations.
  - iv. The Company may take or omit actions as necessary to comply with Applicable Regulations, and such actions are binding on you.
- 37.7. The Company may amend this Agreement from time to time and will notify you either in writing or via the Company's Website. Amendments will not apply to transactions completed before the effective date unless otherwise agreed. You may terminate the Agreement if you do not accept the changes, in accordance with Clause 34.
- 37.8. No person who is not a party to this Agreement has any rights to enforce its terms.
- 37.9. If the Company reasonably believes that a Client (individually or with others) engages in Abusive Behaviour, it may:
- i. Cancel any profits or Introducing Broker fees generated from such behaviour,
  - ii. Offset losses against related accounts,
  - iii. Restrict or terminate access to services or the Client Agreement,
  - iv. Block accounts and transfer any unused balance (excluding bonuses, if applicable).

For the avoidance of doubt, Abusive Behaviour includes the following:

- i. Giving instructions without proper authority,
- ii. Failing to respond to communications for 15 days or more,
- iii. Creating trades solely to generate profits without economic risk,
- iv. Hedging positions internally (across multiple accounts with the Company) or externally (with other brokers) to avoid risk while generating profit.

### **38. Representations, Warranties and Undertakings**

38.1. By entering into this Agreement and providing instructions to the Company, the Client represents, warrants, and undertakes that, at all times:

- i. The Client is at least 18 years old and legally able to enter into this Agreement and perform Transactions.
- ii. If the Client is a company or other legal entity, it has obtained all necessary corporate authorizations and is empowered to enter into this Agreement under applicable laws and its governing documents.
- iii. The Client is not under any legal disability and is not prohibited by law from entering into this Agreement, any Transaction, or related forms.
- iv. All information provided during account registration or at any time thereafter is true, accurate, and complete. The Client will promptly notify the Company of any material changes.
- v. The Client has read, understood, and agrees to comply with this Agreement, the Terms and Conditions, and all relevant policies published on the Company's website, including the Privacy Policy, CFDs Terms and Order Execution Policy, Conflicts of Interest Policy, Deposit/Withdrawal Policy, Risk Disclosure Policy, Complaint Handling Procedure, and, where applicable, any other Policy available on the website.
- vi. The Client has obtained any approvals necessary to use the services under this Agreement, including from relevant regulatory or compliance authorities.
- vii. Transactions undertaken under this Agreement do not violate any law, rule, or agreement applicable to the Client.
- viii. The Client has read, understood, and fully accepts this Agreement.
- ix. The Client is duly authorized to enter into this Agreement, give instructions, and perform obligations hereunder.
- x. The Company is not obligated to inform the Client of changes in laws, regulations, or policies from any competent authority.
- xi. The Client consents to receiving promotional communications from the Company through any means permitted by law.

- xii. There are no legal or regulatory restrictions preventing the Client from entering into or performing obligations under this Agreement or any Transaction.
- xiii. The Client has declared whether they are a Politically Exposed Person (PEP) and will notify the Company of any change in status.
- xiv. All funds deposited are the Client's property, and no transactions will contravene applicable laws, including insider trading, market manipulation, or market abuse regulations.
- xv. Performing any Transaction under this Agreement will not breach agreements with third parties.
- xvi. This Agreement and all Transactions are legally binding and enforceable under applicable laws and regulations.
- xvii. There are no pending or, to the Client's knowledge, threatened legal proceedings that would materially affect the legality or enforceability of this Agreement or Transactions.
- xviii. The Client understands the high risks and potential rewards of Transactions and has obtained, or had the opportunity to obtain, independent legal, tax, and financial advice.
- xix. The Client will not enter into any Transaction without fully understanding and accepting all associated risks, including financial risk.
- xx. All information provided to the Company is materially accurate and not misleading. The Client will promptly notify the Company if circumstances change.
- xxi. The Client understands that the Company acts as principal in Transactions and that its directors, employees, and associates may trade on their own accounts.
- xxii. The Client acknowledges having read and understood all risk disclosures and other relevant information provided by the Company and has considered their financial situation, objectives, and needs before entering this Agreement.
- xxiii. The Client understands that participation in any Company promotion is subject to the terms and conditions applicable at the time and in the Client's country of residence.

38.2. The Client represents and warrants that all financial information provided to the Company is accurate and complete, and undertakes to update the Company promptly in case of material changes:

- i. The financial information disclosed in the Account Application reflects the Client's current financial condition accurately.
- ii. In calculating Net Worth, Gross Income, Total Assets, and Liabilities, the Client has used reasonable care and diligence.

- iii. Total Assets include cash and cash equivalents, government or marketable securities, real estate (excluding primary residence), the cash value of life insurance, and any other valuable assets.
- iv. Liabilities include all debts, such as notes payable to banks (secured or unsecured), amounts owed to relatives, real estate mortgages (excluding primary residence), and other obligations.
- v. The Client has carefully determined the portion of Total Assets considered as Risk Capital, funds the Client is willing to risk for trading purposes, without affecting their standard of living if lost.
- vi. The Client agrees to notify the Company immediately of any significant change in financial condition that would materially reduce Net Worth or Risk Capital.

### **39. Record Keeping and Call Recording**

39.1. By using company's services, the Client acknowledges and consents to the following:

- (i) All telephone calls, internet chats, and meetings between the Client and the Company may be recorded. These recordings, or transcripts thereof, may be used or disclosed to any relevant party, including regulatory authorities or courts, in connection with disputes or to comply with legal and regulatory obligations.
- (ii) Conversations regarding the Client's Account(s) with Company personnel may be electronically recorded, with or without an automatic tone warning.
- (iii) Recordings and transcripts may be used as evidence in any dispute, investigation, or proceeding involving the Client or the Company.
- (iv) Recordings will be destroyed periodically in accordance with the Company's internal procedures, and the Client consents to such destruction.

39.2. The Company will maintain records of all agreements, transactions, and communications with Clients in paper or electronic form, in compliance with Applicable Regulations. Such records will be retrievable without undue delay and may be provided to competent authorities upon request.

39.3. All telephone and electronic communications with Clients, whether or not resulting in a transaction, may be recorded to ensure accurate service provision and regulatory compliance.

39.4. Documents and recordings will be retained for a minimum of seven (7) years, or as otherwise required by applicable financial authorities, calculated from the execution of a transaction or the

termination of the business relationship.

#### **40. Company Liability and Indemnity**

40.1. The Company provides access to its Trading Systems on an “as-is” basis. The Company makes no warranties or guarantees, express or implied, regarding merchantability, suitability for a specific purpose, or performance of the Trading Systems, their content, related documentation, or any hardware or software supplied. Technical issues may occur, including delays, failures, malfunctions, software deterioration, or hardware faults, which could result in economic or data loss. The Company reserves the right, acting reasonably, to adjust or unwind any executed Transactions (including confirmed or settled trades) to reflect fair market value if pricing errors arise due to Trading System issues.

40.2. The Company is not liable for any losses, costs, or liabilities incurred by the Client arising from the services provided under this Agreement, including:

- i. Losses resulting from missed or delayed trade-related notices issued via email or other channels;
- ii. Losses caused by the negligence, misconduct, or fraud of third parties (e.g., banks, payment providers, paying agents), provided the Company exercised reasonable diligence in selecting and appointing such third parties;
- iii. Business-related losses, including but not limited to loss of profit, revenue, anticipated savings, goodwill, agreements, or contracts; and
- iv. Any indirect, special, incidental, punitive, or consequential losses, including losses due to the inability to enter, exit, or complete a transaction, or from price movements in Financial Instruments.

Nothing in this Agreement excludes or limits the Company’s liability where such exclusion or limitation is prohibited under Applicable Regulations.

40.3. The Client agrees to indemnify and hold the Company harmless from all losses, taxes, expenses, damages, charges, demands, and liabilities, whether present, future, or contingent, including legal fees on a full indemnity basis, arising from or in connection with:

- i. Any breach of this Agreement by the Client;
- ii. Any margin FX contract, FX option contract, or CFD entered into by the Company on the Client’s behalf;

- iii. Actions taken by the Company under any margin obligations in this Agreement;
- iv. Any misrepresentation, warranty, or inaccurate information provided by the Client; or
- v. Any error in an order or instruction that appears to be authorized by the Client.

40.4. The Client's indemnity obligations under this Clause survive the termination of this Agreement and any Transactions under it.

#### **41. Third Party Clause**

- 41.1. The Company may engage third-party service providers to support its trading services, including but not limited to data providers, payment processors, and trading platform providers.
- 41.2. The Company is not responsible for any errors, omissions, or actions of such third-party providers and shall not be liable for any losses, damages, or liabilities incurred by the Client due to their services, including disruptions or failures.
- 41.3. The Client acknowledges and accepts that the use of third-party services is at the Client's own risk. The Company does not guarantee the accuracy, reliability, or availability of these services.
- 41.4. The Client agrees to indemnify and hold harmless the Company, its affiliates, directors, officers, employees, and agents from any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or in connection with the use of third-party services.
- 41.5. The Company may, at its discretion, change, suspend, or terminate any third-party services, with or without prior notice to the Client.

#### **42. Rights of Third Parties**

This Agreement is intended solely for the benefit of the Company and the Client. No person or entity other than the Company or the Client shall have any right to enforce any term of this Agreement.

#### **43. Governing Language**

This Agreement, including any present or future agreements related to it, is drafted in English. Any translations provided are for convenience only. In the event of any inconsistency or discrepancy between the English version and a translation, the English version shall prevail.

#### **44. Governing law and jurisdiction**

- 44.1. This Agreement, including the rights and obligations of the parties and any judicial, administrative, or arbitration proceedings arising directly or indirectly from it, shall be governed by and construed in accordance with the laws of St. Lucia. The courts of St. Lucia shall have exclusive jurisdiction to resolve any disputes or claims arising from or in connection with this Agreement.
- 44.2. The Client irrevocably submits to the exclusive jurisdiction of the courts of St. Lucia and waives any objection based on convenience, propriety of venue, or similar grounds.