



stonefort  
Client  
Agreement

# **THIS CLIENT AGREEMENT (hereinafter called the “Agreement”)**

## **BY AND BETWEEN:**

**Stonefort Securities (SLC) Limited** is incorporated in Saint Lucia with registration number 2025-00262. SFS-SLC address is the offices of Fortgate Offshore Investment and Legal Services Ltd., Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.(hereinafter referred to as the “Firm”);

**And**

The “**Client**”, which expression shall, unless repugnant or contrary to the meaning or context thereof, be deemed to mean and include his/her Nominee (defined below), heirs, executors, administrators, successors and permitted assigns).

Each a “Party” and together referred to as “Parties” to this Agreement.

## **WHEREAS:**

**A.** The Client has approached the Firm with a request to receive its services as identified herein with respect to the Portfolio of his/her investments in equities, bonds, fixed income funds, hedge funds, and other such securities. The Client has opted for the services to be availed from the Firm as per the **Terms and Conditions**.

**B.** The Client wishes to open an account with the Firm and the Firm hereby agrees to open the relevant Account upon completion of the relevant Legal and Regulatory Requirements.

**C.** In consideration of the mutual promises and agreements between the Parties hereto, the Parties have agreed to enter into this Agreement to regulate the terms and conditions of their relationship.

**D.** The Client acknowledges having read and understood the terms of business of the Firm along with all the relevant **Legal Documents**.

## **IT IS HEREBY AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:**

### **1. Definitions and Construction**

In this Agreement, any schedule(s), are to be construed as one document constituting the terms of the Agreement between the Parties hereto (the “Agreement”).

“**Associate**” means a company or other person connected to the Firm;

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

**"Custodian"** means any other person appointed as the custodian by the Client;

**"Client"** means retail or a professional client;

**"Derivatives"** means Options, Futures, Swaps, or other securitized instruments;

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

**"Option"** means an option to acquire or dispose of securities, investments, currencies, or commodities;

**"Person"** means any natural person, body corporate, including a legal person, company, partnership, unincorporated association, government, or state.

## 2. Effective Date

This Agreement will come into force once the Client accepts this Agreement and all the relevant **Legal Documents**

## 3. Services

As clearly mentioned in the **Terms and Conditions**.

## 4. Client Qualification

**4.1** The Client represents and warrants to the Firm that the information which it provided to the Firm which enabled the Firm to be assessed as a Professional Client, is true and correct.

**4.2** The Client acknowledges and accepts that, when dealing with the Firm, there are no client compensation schemes available in Saint Lucia.

## **5. Fees and Charges**

**5.1** As per the Terms and Conditions and/or as may be amended from time to time as per the Firm's discretion.

## **6. Instructions and Communications**

**6.1** The Firm may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by an authorized representative of the Client from time to time as being authorized to instruct the Firm in writing, unless the Firm shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

**6.2** With respect to Client's instructions and orders:

**6.2.1** The Client may, by way of written instruction in the form set out by the Firm, instruct, and/or authorize the Firm to correspond with the Client, or his/her/their duly authorized representatives, by electronic mail (e-mail);

**6.2.2** In case of written confirmations of the Client's instructions given by phone, the Client shall clearly state in the written confirmation that such confirmation is a confirmation of the phone. Failure to give such confirmation, the Firm shall not be liable of any risks of possible duplications;

**6.2.3** The present instructions and discharges remain valid and binding on the Client as well as on any representative appointed or to be appointed by the Client until and unless a written revocation of the same is received by the Firm;

**6.2.4** Subject to Clause 6.2.2 above, any instructions or communication to be given to the Firm by the Client under this Agreement shall be in writing and sent to the Firm via email or as agreed by both Parties;

**6.2.5** Unless in the case whereby the Client avails itself to the hold mail arrangement, all written communications by the Firm to the Client under this Agreement shall be sent to the last address notified to the Firm by the Client;

**6.2.6** All telephone conversations with the Client for negotiating, agreeing, arranging, and confirming transaction and for the passing of instructions may be recorded by the Firm in accordance with the laws of Saint Lucia.

## **7. Termination of Agreement**

**7.1** The Parties may terminate this Agreement as per the Provisions of the **Terms and Conditions**

## **8. Client Assets**

**8.1** With respect to the Client's monies and assets, the Client hereby expressly:

(a) authorizes the Firm to inform and instruct the Custodian without affecting the generality of the foregoing:

(i) with respect to all investment decisions relating to the investment or re-investment of the monies and assets;

(ii) to use the monies in the said account with the custodian to fulfill and pay all obligations and liabilities arising out of or due to this Agreement, including all sums payable upon any such investments, Firm and brokerage charges, interest, rates, taxes, and other levies on such investments.

## **9. Compliance with Guidelines and Regulations**

**9.1** The Firm is wholly responsible for the compliance with the laws and regulations of Saint Lucia and shall put in place proper controls and procedures to ensure full compliance with the said Laws as amended from time to time.

**9.2** The Firm is wholly responsible for the compliance of investment guidelines and limits as defined or issued by the Client from time to time.

**9.3** Should there be any breaches to the above guidelines and limits, the Firm is required to inform the Client within 7 business days from the date of occurrence and advise the proposed rectification actions.

## **10. Taxation**

**10.1** For the avoidance of doubt, it is declared that the Client and its tax advisers remain fully and solely responsible for the management of the Client's affairs for tax purposes.

## **11. Liability**

**11.1** The Firm will act in good faith and due diligence to the extent permitted by the Laws and Rules of Saint Lucia. Neither the Firm nor any agent employed by the Firm shall be liable for any loss to the Client however arising, except to the extent that such loss is due to gross negligence, willful default, or fraud of the Firm or its respective employees.

**11.2** The Firm shall not be liable for any default from any counterparty, Firm, fund houses, Custodian, sub-custodian or other person or entity that holds money, Investments, or other documents of title on behalf of the Client.

**11.3** No warranty is given by the Firm as to the performance or profitability of the Portfolio or any part of it.

**11.4** In the event a conflict of interest occurs, and the Firm has knowledge of such a conflict of interest, the Firm must manage such conflict of interest by:

(a) establishing and maintaining effective Chinese walls to restrict the communication of that knowledge;

(b) disclosing the material interest or conflict of interest to the Client in writing either generally or in relation to a specific transaction; or

(c) relying on a written policy of independence, which requires an employee to disregard any conflict of interest or material interest when advising a Client or exercising discretion.

**11.5** The Firm shall decline to provide any services to that Client, if the Firm is unable to ensure fair treatment for the Client.

**11.6** The Client shall take over and indemnify the Firm against all claims by third parties which may be made against either of them in connection with their services under this Agreement, except to the extent that the claim is due to the willful default or fraud of the Firm or its respective employees. The Firm shall inform the Client of any such claims in respect of which indemnity is sought under this Agreement.

## **12. Client's Warranties**

**12.1** The Client warrants that it has full power to enter into a business relation and/or Agreement with the Firm as per the Provisions of this Agreement as well as the Legal Documents.

**12.2** The Client warrants that any information which it has provided to the Firm in relation to its status, including in particular its residence and domicile for taxation purposes, is complete and correct and agrees to provide any further information properly required by any competent authority. The Client will notify immediately the Firm forthwith if there is any material change in any such information provided.

## **13. Confidentiality**

**13.1** The parties to this Agreement will, at all times, keep confidential information acquired in consequence of it, except for information which they may be entitled or bound to disclose under compulsion of law, or where requested by regulatory agencies, or to their professional advisers where reasonably necessary for the performance of their professional services.

**13.2** If the Firm or its Associates knows or suspects that the Account may be used to process the proceeds of crime, the Firm or its Associates is/are obliged to report the fact and nature of its knowledge or suspicions to the Financial Intelligence Unit of Saint Lucia.

## **14. Amendments**

**14.1** To the extent permitted by law, the Firm may change and vary any provision of this Agreement by giving written notice (the "Variation Notice") to the Client. A change or variation to this Agreement will take effect on the date specified in the Variation Notice (the "Variation Date"). The Variation Date will be at least two weeks later than the date of the Variation Notice, unless any relevant law, regulation, rule or action of any applicable government or regulator otherwise requires.

**14.2** No amendment to this Agreement will be effective unless agreed to in writing by the Firm.

## **15. Assignment**

This Agreement is personal to the Client and shall not be capable of assignment by the Client or of being transferred by it. The Firm may, subject to the Client's agreement, appoint any appropriate Associate as manager in its place and shall then transfer to such appointee all the benefits of this Agreement and all the duties and obligations of the Firm.

## **16. Data Protection**

**16.1** The Data Protection Act of Saint Lucia imposes requirements on persons who process "personal data" and "sensitive personal data" ("Data"). Both parties agree to abide by the provisions of the Law as may be amended from time to time.

**16.2** The Firm shall process the Data given to it to implement this Agreement and in accordance with the Law. The Client agrees that the Firm may, subject to the Law, transfer the Data about the Client to third parties, the Custodian, or to other members of the Firm's Group, which include companies outside Saint Lucia, for the purposes set out in this clause. The Firm may also obtain Data about the Client from other members of the Firm's Group.

**16.3** If relevant, the Client hereby represents and warrants to the Firm that they have all the necessary and relevant permissions of all relevant data subjects to carry out the processing of the Data that this Agreement contemplates, including any transfer of the Data outside Saint Lucia.

## **17. Entire Agreement**

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

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

## **18. Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of the rest of that provision or of any other provision of this Agreement or in any other jurisdiction of any provision of this Agreement.

## **19. Governing Law and Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of Saint Lucia and shall be subject to the nonexclusive jurisdiction of the courts of Saint Lucia.







**stonefort**

SECURITIES