

Section C: STANDARD TERMS & CONDITIONS**Definition of terms****1.0 What these terms and conditions cover**

- 1.1 "Conditions" means the way of doing business as set out in this document and unless agreed in writing all services carried out by us for you will be governed by these conditions.
- 1.2 "Confirmation", also referred to as "Contract" means a document containing our understanding of your instructions which we will send you each time you send a request to us.
- 1.3 "Representative" means any person specified by you on the attached signatory mandate as being authorised to issue requests and confirmation to us.
- 1.4 "Request" means a request from you for the provision of services by us.
- 1.5 "Services" means the making of foreign currency payments by wire or draft by us in accordance with your request.
- 1.6 "Writing" includes letter, fax and email transmission.
- 1.7 "We", "Us" or "Our" mean FX Currency Services Ltd and FX Corporation PLC or any companies that we own totally or partially at any given time.
- 1.8 "You" and "your" means you the customer (whether a person, or a legal entity for a sole trader, a company or a partnership) operating an agreement with us.
- 1.9 You may request a copy of this agreement at any time.

Terms and conditions**2.0 Contacting Each other**

- 2.1 You can contact us by telephone, fax, letter and email. Certain types of communication are not completely secure and you must ensure that you take the necessary precautions to ensure that others are not able to access, read or use any information without your consent. We do not accept any liability for the interception of or interference with email communications.
- 2.2 We will contact you by telephone, email, fax and letter or by posting messages on our website (www.fxcorporation.co.uk).
- 2.3 It is your responsibility to ensure that your current contact details and the details of any personnel acting on your behalf are correct. When we need to send you information we are required by law to send it to the most recent address that we have on record. If you do not keep us informed of any changes then this may put the security of your information at risk and you may not receive any updates relevant to this agreement.
- 2.4 For training purposes and in order that we can check instructions and confirm that we are meeting our service standards we may record or monitor telephone calls and monitor electronic communications between us including emails.

3.0 Making a request to send a payment

- 3.1 You can make a request to us by telephone, fax, letter and email. You must ensure that the correct beneficiary details are given to us. We will do everything we reasonably can to rectify any errors, but we cannot be held liable for any loss or damage caused by errors or inaccuracies in your request.
- 3.2 Requests must be given by the relevant "cut-off time" on a "working day". We cannot act upon requests on weekends or Bank holidays. For the purposes of making or receiving payments "working day" means Monday to Friday excluding any Bank Holidays. The "cut-off time" is the time toward the end of the day by which we must receive payment in order for us to process a request on the same day. The cut-off times vary dependent on the currency and the country the request is for. We will inform you of the cut off times. If you have any doubts as to the relevant "cut-off time" please contact us.
- 3.3 Before we act upon an instruction we will ensure that we have taken the necessary steps to ensure that it is genuine and clear.
- 3.4 If you authorise another person to give an instruction on your behalf such as an authorised officer or signatory, we will deal with that person as if they were you for the purposes of the agreement. We will treat the instruction as genuine if we are satisfied that the person is genuinely acting upon your behalf.
- 3.5 We appreciate that some forms of written communication such as letters and fax transmissions can be difficult to read. We will, therefore, issue a confirmation in writing to you setting out all the relevant details of the instruction, as we have understood them in relation to each request that you make.
- 3.6 The confirmation is an important document and you are required to check the information at the time of receipt and give immediate notice in the form of a fax, an email or a telephone call if the information that we have provided is incorrect. If we receive such a notice we will re-check the confirmation against the original instruction by which the contract was entered into. We will inform you of the results and make available to you the relevant records.
- 3.7 By making a payment to us you are acknowledging that we have correctly understood your request as per our confirmation. We ask that you or your representative (as designated by you) sign and return to us the confirmations that we send to you. If you do not send an approved confirmation or a notification or any omissions or errors we will be entitled to assume that the confirmation is correct in all respects.
- 3.8 We can refuse to carry out a request or accept your instructions if we reasonably believe that by carrying out the request we may break a law, a regulation or a code or that any criteria set out in 3.2 are not met.
- 3.9 We may also refuse to act upon any request or instruction if we reasonably believe that this may leave us open to censure from any government body, regulator or enforcement agency.
- 3.10 Prior to carrying out your request or instruction (including any payment orders) we consider whether to do so would in any way jeopardise or damage our reputation. If we reasonably believe that it will then we may refuse to complete the request. We retain the right to decline to make any payment at our discretion.



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- 3.11 Unless the law prevents us from doing so we will contact you to inform you of the reasons we are unable to carry out your instruction. We will do this at the earliest opportunity and in the case of a payment order prior to the time the instruction was due to be carried out.
- 3.12 We will always assume the information that you have provided us is correct, unless we are aware of an obvious error.
- 3.13 Provided that we carry out the service on your behalf in accordance with your instruction then you must indemnify us against any losses, costs, damages, expenses, charges and liabilities incurred by us in respect of any request. When the need arises we will provide indemnity forms for you to complete.

4.0 Making Payments to us

- 4.1 Unless otherwise agreed you must deliver, by wire, cheque, direct debit or other means freely transferable cleared funds to our designated bank account before we make any payment on your behalf. You should use your surname as a reference so that we can identify when your payment reaches our account.
- 4.2 If such funds are not received we may be delayed in carrying out the services and there may be a delay in receiving the delivery of any funds. In such an event we will not be liable for any losses, costs, charges or expenses incurred by you.
- 4.3 In the event non-receipt of funds causes us to cancel a request or you cancel prior to us making a payment then we may cancel any arrangements which we have made in connection with your request and you must indemnify us in full against all losses, costs, damages, expenses, charges and expenses reasonably incurred by us as a result of any such default or cancellation.
- 4.4 The timing of payments becoming cleared funds in our account depends on how the payment is made and where it has come from and the day of the week it is made.

5.0 Terms for Payment Instructions

- 5.1 When you request that we make a payment you must have funds available to make the payment before it is due to be made. In deciding whether you have the funds available we will take away the total amount of the payments that you have asked us to make from the amount, which has been paid by you into our account.
- 5.2 If on any day you request us to make more than 1 payment but you do not have sufficient funds available we reserve the right to decide which payments to make and which to refuse. We cannot guarantee that we will do this and we cannot guarantee to make the payment that is most important to you.
- 5.3 To make a payment we may have to route it through different banks. The banks will either be chosen by us or by a bank in the country where the money is being sent.

- 5.4 In making an International payment we are acting on your behalf. You must ensure that you and the person or entity that you are sending to comply with any local laws in connection with the payment. If you do not do this and as a result, we have to pay any costs or expenses you will be required to reimburse us.
- 5.5 If we receive a payment request before the relevant cut-off time we will process it on the same day unless you have specifically requested that payment is made on a future date. Requests received after the cut-off time or on a non-working day will be processed on the next working day.
- 5.6 If you ask us to make a payment we will convert it into the currency of the country that you are sending the money to unless otherwise notified. You will need to include your name and address in order for us to comply with payment services regulations.
- 5.7 If you ask us to make a payment in a foreign currency we will use our reference exchange rate unless we have agreed otherwise or you have agreed a forward contract. We have different exchange rates for different transactions. You may ask for these exchange rates and any additional charges that may apply for the type of transaction that you are looking to complete.
- 5.8 When requesting us to make an International payment we will ask for information (such as BIC or IBAN) to enable us to identify the bank and account into which the payment is to be made. If you provide us with incorrect information and the payment goes missing because of this then we will make reasonable efforts to recover the funds and levy an additional charge for doing so. Such additional charge will be notified to you and will be payable by you to us upon demand.
- 5.9 If you are making a payment in an EEA currency to a person with an account at a bank within the EEA we will ensure that the amount that you have requested to be sent will reach the person's account **no later than:**
- 3 working days after we received your payment order if the payment
- Is to a person or entity with an account.
 - At a bank in the UK when the payment is in sterling or euro.
 - At a bank in the EEA when the payment is in euro.
- In all other cases it will be 4 working days after we received the payment instruction.
- 5.10 When a payment is made to a person or entity's account outside the EEA or in a currency that is non-EEA then we will give you an indication of when the payment should be received by the bank. This does not guarantee that the funds will be available on that day as this is dependent on the current working practices of that particular country.
- 5.11 As soon after the transaction as possible we will provide you a reference that enables you to identify the payment transaction and where appropriate information on the payee. We will also detail the amount of the currency transaction, details of any charges, the exchange rate used and the credit value date.



5.12 To ensure that we manage our risk and in order that we comply with Anti-Money Laundering regulations we also apply internal controls, including limits to certain types of payments. These measures are changed regularly but for security reasons are not disclosed.

5.13 If we receive an instruction and we are reasonably concerned that it may not have come from you or for some other reason such as suspected fraud then we may ask you to confirm it.

6.0 Cancellations

6.1 We cannot change or cancel any payments where we have given the instruction to process the payment electronically or by telephone.

6.2 Payments that you have instructed for us to make in the future can be cancelled up to the last working day before the date on which the payment is due.

6.3 For foreign currency transactions there may be a charge payable for any cancelled payments due to rate fluctuations.

7.0 Refunds

7.1 If you ask us to make a payment to an account in a bank in the EEA and that bank confirms that it did not receive payment then we will refund the amount of the payment and return you to the position you would have been in if the payment instruction had not been made.

7.2 A refund will not take place if we can show that the money was received by the other person's bank (they are required by law to credit the appropriate account) or if there was a mistake in the details provided by you in respect of the instruction. In such an instance we will make reasonable efforts to recover the funds and will charge you an amount for doing so. We will tell you the amount that this will be prior to us taking any action.

7.3 If you ask us to make a payment to an account of a bank outside the EEA and the bank does not receive the payment because of an error caused by us then we will refund the amount of the payment. If we can show that we have carried out the instruction as per your request then we will make reasonable efforts to recover the funds and charge you an amount for doing so. We will tell you the amount that this will be prior to us taking any action.

8.0 Liabilities

8.1 We will not be liable for any losses you suffer or costs that you incur when we do not act upon an instruction for a reason specified in this agreement, the details contained in the instruction were incorrect or we cannot carry out the instruction for any reason that is reasonably beyond our control. This includes failure of any computer, machine, electronic device, hardware or software or payment system and any act, omission or failure of any agent or third party.

8.2 We will not be liable for any payments that have been made if you have behaved fraudulently.

8.3 Unless 8 or 8.1 are applicable we will be liable for any direct loss, injury or damage caused as a failure or delay in carrying out a payment instruction. We will not, however, in any circumstance be liable for any loss of business, goodwill, opportunity or profit or any loss that we could not have reasonably anticipated at the time you gave us your instruction.

8.4 If you wish to make a claim under this agreement then you must notify us in writing within 13 months of the date of the instruction. If you do not do so we will be no longer be liable to you.

9.0 Notification of changes

9.1 We will give you two (2) months notice of any changes to this agreement. This will be sent to you or posted on our website (www.fxcorporation.co.uk) at least 2 months prior to the change and unless you terminate the agreement we will assume that you have accepted the changes and the new agreement will become active on the date stipulated. Termination of the agreement is free of charge.

9.2 Some of the terms in this agreement reflect our current understanding of the regulatory requirements. If we find that any term is inconsistent with the regulations then we will not rely on the term within this agreement but rely on the term as it is used in the regulatory requirement. If we need to make operational changes to accommodate these terms then we will make them as soon as possible.

10.0 Ending this agreement

10.1 You can terminate this agreement by telling us. We may request that this is confirmed in writing.

10.2 We can stop this agreement by giving you at least two (2) months notice in writing.

10.3 We may end this agreement immediately if we believe that you have consistently broken any terms of this agreement and by giving us false information at any time, inappropriately authorising a person to give instructions on your behalf or by putting us in a position where we may break a law, regulation, and code.

10.4 We may also terminate the agreement if we reasonably believe that continuing to offer our service to you may jeopardise our reputation.

11.0 Representations and warranties

11.1 There are some representations and warranties, which we need you to make to us as at this date and whenever you make a request from us. You have the authority to make the application to us for the use of the services and make requests for payments to be completed.

11.2 The representative(s) who signs requests and confirmations pursuant to these conditions must be authorised on the signatory mandate. This can be amended as and when additions and/or deletions are required. An existing authorised signatory must confirm such instructions.

11.3 Requests to us pursuant to these conditions will be binding upon you and enforceable against you (subject to the applicable principles of equity) and do not violate any of the terms to which you are bound.

11.4 You have all the requisite authorisations and approvals to make any payments set out in any request as principal.



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12.0 Provisions

- 12.1 Sometimes legal or regulatory bodies require additional information either in respect of organisations or specific transactions. By signing the agreement you agree to supply such information, which any legal or regulatory authorities may require and/or which we may be required to supply in relation to you.
- 12.2 This agreement covenants you to observe any request in relation to Anti-Money Laundering and exchange control laws and regulations and assist us to do the same. In particular you covenant to ensure that the information you provide relating to this agreement is correct and accurate.
- 12.3 If you breach any such laws or regulations you irrevocably agree that we may retain any monies or funds transmitted to us and/or not fulfil any request if we are required to do so by any legal or regulatory authority nor be liable for any interest on such monies.
- 12.4 If we chose not to immediately exercise rights against you then this does not prevent us from doing so later.
- 12.5 You authorise us to use agents to help us provide our service(s). If we are unable to provide a service as a result of our agent's technical failure we will still make reasonable efforts to utilise contingency arrangements that we consider suitable and their use would remain subject to this agreement.
- 12.6 This agreement is governed by and construed in accordance with English Law and any action can only be taken in English courts.
- 12.7 Nothing in this agreement will constitute a partnership between you and us.
- 12.8 If any part of the agreement is unenforceable, unlawful or void in any relevant jurisdiction then that part will be separated from the main agreement, which shall remain valid and enforceable.

13.0 Complaints about our service

- 13.1 We pride ourselves in the high standard of service we offer so your feedback is very important to us. In instances where our service falls short of expectations we view it as an opportunity to review our processes and procedures and improve our services to all our customers.
- 13.2 Many complaints are best resolved locally so in the first instance you may want to share your concerns directly with the service/department that you have used. Please allow them the opportunity to listen to your concerns and give them the chance to put things right. Details of our complaint handling procedure are available upon request. Please call (020) 7828 6680

Please authorise and date this form in the spaces allocated for the purpose below to signify that you have read and understand FX Currency Services Ltd terms and conditions, that you will be bound by them.

This Agreement is a contract between you and FX Currency Services Limited (FX) and applies to your use of our services. If you wish to use our services you must have read, agreed with and accepted all of the terms and conditions contained in this Agreement. In particular you must have read, agreed with and accepted all of our Standard Terms and Conditions, as set out in Schedule 3 of this Agreement.

Name: _____

Title: _____

Signature: _____

Date: _____

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