

# TRADING AGREEMENT AND COMPLIANCE FORM

*This form must be completed before we are able to process payments on your behalf*

Foreign Currency Direct Plc is authorised by H M Customs & Excise, in respect to the Money Laundering Regulations 2001. As such, we operate a strict code of conduct that is designed to protect you, our client, and us.

We respectfully ask you to complete in full the following. Thank you.

We will be able to proceed with your transaction(s) once you have opened an account. To do this, you will need to complete, sign and return this document, thereby agreeing to the terms and conditions of trading printed herein together with the additional paperwork requested (see checklists below).

***There is no obligation to trade once a trading facility has been opened for you.***

## SECTION 1. PRIVATE CLIENTS, PARTNERSHIPS AND UNLIMITED COMPANIES

*(You must complete sections 1, 2 and 5)*

Please state the name of your contact at Foreign Currency Direct Plc (FCD):

Trading Agreement between FCD and (your name and title):

Address for correspondence:

Postcode:

Daytime telephone number:

Evening telephone number:

Facsimile number:

Mobile number:

Email:

Password (minimum 6 characters):

### **Where did you hear about us? Please assist us by being specific**

To be eligible for free transfer of funds and/or cashback, we would ask that you assist our marketing department: (please supply as much detail as possible).

How did you hear of Foreign Currency Direct? Agent, Advert (state publication), Website, Search Engine, Friend, Show etc. XAPE - Allez Français

## SECTION 2. PRIVATE CLIENTS COMPLIANCE CHECKLIST

*Please confirm with your initials in each box*

- Have you as the applicant(s) completed, and signed the client agreement section (5), thereby agreeing to the terms and conditions of trading?
- Have you included a photocopy of a recent bank statement or utility bill (e.g. gas, electricity, water, landline telephone) dated within the last 3 months, showing the names of each person signing the Trading Agreement and their current address?
- Have you included a clear copy of your passport photo page or photo ID drivers licence?
- You accept that the dealer's telephone lines may be digitally recorded. As a result once a deal has been agreed it cannot be changed, altered or cancelled without cost.
- Do you understand that Foreign Currency Direct Plc will not accept any transaction that is struck for speculative investment?
- Please confirm that you have received a copy of the revised terms and conditions following the implementation of the Financial Services (Distance Marketing) Regulations 2004.

### **Money Laundering**

- Foreign Currency Direct Plc does not accept any payments or receipts in cash. Please do not attempt to deposit cash into an FCD account. Any person(s) ignoring this notice may be subject to an N.C.I.S. investigation and as such may lose all privilege to title. In any event the funds will be retained until such time that the relevant authority to release them is granted.

## SECTION 3. CORPORATE CLIENTS, PUBLIC AND LIMITED COMPANIES ONLY

(You must complete sections 3, 4 and 5)

Please state the name of your contact at Foreign Currency Direct Plc (FCD):

Trading Agreement between FCD and (your name and title):

Company name:

Main telephone number:

Direct line:

Facsimile number:

Mobile number:

Registered office address:

Postcode:

Email:

Website:

Printed name of signatory(s):

Printed name of signatory(s):

Title of signatory(s):

Title of signatory(s):

## SECTION 4. CORPORATE CLIENTS COMPLIANCE CHECKLIST

Please confirm with your initials in each box

- Have you included a copy of your Certificate of Incorporation?
- Have you included a copy of your VAT registration?
- Have you included a list of the directors authorised by the company?
- Have you included with the above a list of 20%+ shareholders?

## SECTION 5. TO BE COMPLETED BY PRIVATE AND CORPORATE CLIENTS

I/We the undersigned confirm that I/We have read, considered, understood and agree FCD's Terms and Conditions (clauses 1-14) in their entirety and that these Terms govern all dealings between the undersigned and FCD.

Signature (1):

Signature (2):

Name (1):

Name (2):

Date (1):

Date (2):

## WHAT TO DO NEXT

You should now return this document to Foreign Currency Direct Plc. A copy of the Terms and Conditions is printed within the folder. Please be sure to enclose the additional paperwork requested.

Please note that we will require the additional documentation (Compliance Section) to be sent or posted to us at the freepost address below. If however, you wish to undertake a transaction immediately, it may be possible for us to accept documents by fax or e-mail, provided the originals are forwarded to us as soon as possible. Please speak to your account manager for more information.

**Call us free:** 0800 328 5884 if you require any further assistance.

**By post:** Freepost RLUE-XTZY-GYZU, Foreign Currency Direct Plc, Currencies Mews, Badminton Court, OLD AMERSHAM, HP7 0DD

**By fax:** 01494 727041

**Go online:** [www.currencies.co.uk](http://www.currencies.co.uk)

**Thank you for choosing Foreign Currency Direct Plc**

## AUTHORISATION: TO BE COMPLETED BY FOREIGN CURRENCY DIRECT PLC

Executive Dealer:

Division:

Private Client:

FCD Access Code:

Corporate Client:

Authorised name and date:

Incorporated in England: 5082565. Registered Office: Currencies Mews, Badminton Court, Old Amersham, Bucks. HP7 0DD



## TERMS & CONDITIONS

### 1. INTRODUCTION

**1.1.** Foreign Currency Direct Plc ("FCD") of Currencies Mews, Badminton Court, Church Street, Old Amersham, Buckinghamshire, HP7 0DD, provides facilities for the purchase or sale of currencies for both personal use and use in connection with a trade or business or for other commercial purposes.

**1.2.** The recipient of these Terms of Business (the "Client") wishes to enter into contracts for the purchase, sale and physical delivery of currency with FCD for personal use, business or other commercial purposes and has agreed with FCD that all transactions shall be carried out on these terms and conditions (the "Terms").

### 2. FCD'S SERVICES

**2.1.** The services FCD may provide to the Client under these Terms are limited to dealing and entering into contracts with its Clients for the sale and purchase of currency ("Contracts"). Such services will typically include (but are not limited to);

- (a) "Forward Contracts", where currency is bought and/or sold for delivery at a fixed time in the future;
- (b) "Forward Time Option Contracts", where currency is bought and/or sold for delivery within a period instructed by the Client or at the end of that period (if no instructions are received from the Client in the meantime);
- (c) "Limit and/or Stop Loss Orders", where currency is bought and/or sold for delivery when an agreed exchange rate is available and /or protecting against adverse market movements; and
- (d) "Spot Orders", where currency is bought and/or sold for delivery immediately upon receipt of payment.

FCD shall, unless otherwise agreed, contract as principal with the Client for delivery of the currency in question and deal with the Client on an execution only basis. In entering into Contracts, the Client shall rely solely on its own judgement and, whilst FCD may provide information to the Client from time to time, it will not provide advice to the Client upon the merits of a proposed currency transaction or provide taxation or other advice to the client. FCD contracts with clients for the physical delivery of currencies only.

**2.2.** Where FCD agrees to enter into Contracts with the Client which provide for delivery of currency the Client undertakes to take physical delivery of and pay for the currency in question on or before the date specified in the relevant Contract documentation (the "Value Date"), or in the event that further funds are called for by FCD, to pay those funds at such time or times as FCD may require to fulfil the Contract.

**2.3** Please note that foreign currency exchange rates are subject to fluctuations outside the control of FCD or the Broker. Any historical trend of movement in foreign currency exchange rates should not be taken as an indicator of future movement in such exchange rates.

### 3. INTRODUCTIONS AND PLACING ORDERS

**3.1.** The Client may give FCD an oral or written instruction relating to a transaction for the purchase or sale and delivery of currency (an "Order"). FCD shall be entitled to act upon the Orders placed by the Client or any person or entity authorised or nominated by the Client (an "Authorised Party"). In the case of an oral Order FCD will confirm the Order by fax and/or electronically (or by post if either of these methods are not possible) to the Client and such confirmation shall be deemed to be acceptance of the Order. Once FCD confirms an Order in this way there is a binding contract between the Client and FCD to execute the Order.

**3.2.** Once an Order has been given by or on behalf of the Client in accordance with paragraph 3.1 above and confirmed verbally or in writing by FCD it cannot be rescinded, withdrawn or amended without FCD's express consent in writing.

**3.3.** If an Order is cancelled FCD shall be entitled to charge a reasonable cancellation fee to cover its costs and losses. FCD may at its absolute discretion refuse to execute any Order given by the Client or Authorised Party without giving any reason or being liable for any loss the Client suffers as a result of such refusal.

**3.4.** FCD may (but shall not be obliged to) require confirmation (in such form as FCD may specify from time to time) from the Client or Authorised Party of any Order if:

- (a) FCD considers that such confirmation is desirable or that an Order is ambiguous; or
- (b) the Order is to close the Client's account or to remit the Client's funds to a third party.

### 4. PAYMENT

**4.1.** The Client shall make payment in cleared funds to the value of the currency to be sold by the Client (the "Sale Currency") into an account held at a bank designated by FCD in the name of FCD and designated as a Transaction Account in order to secure payment.

**4.2.** Payments made other than by telegraphic transfer will incur delays in clearing of such payments. Payments made in cash inevitably result in increased administration due to money laundering compliance requirements and as a result attract a charge of £100. They may also result in transactions being frustrated due to delay.

**4.3.** The Client shall pay any outstanding amount of the Sale Currency into the Transaction Account in cleared funds prior to the Value Date. Failure to do so shall relieve FCD of any obligation to settle any Contract or to pay to the Client, or to the Client's order, any amount in respect of the relevant Contract.

**4.4.** FCD may seek confirmation from the bank where the Transaction Account is held or from any broker or dealer with or through whom FCD executes currency transactions (the "Broker") that the full amount of Sale and/or Buy Currency due under a Contract has in fact been received before proceeding with any payments under that Contract.

**4.5.** All payments due from the Client to FCD under these Terms shall be made in full without any set-off, counter-claim, deduction or withholding of any kind. FCD may deduct from any payment to be made to the Client such amounts as FCD may be required to deduct in respect of taxation liabilities or as may be charged to FCD by the Broker or other third parties in respect of transfer charges or other fees or costs.

**4.6.** The Client understands and agrees that FCD may require a deposit from the Client to validate any contract made.

### 5. CONTRACT RECORDS

**5.1.** Each Contract will be evidenced by a document confirming and recording execution of a Contract between FCD and the Client (a "Contract Record"). FCD will send, each Contract Record to the Client as soon as possible after execution. The failure of FCD to send a Contract Note will not prejudice the rights and obligations of either party under a Contract.

### 6. CHARGES

**6.1** Save as set out below FCD does not levy any charges, fees or commissions for the purchase or sale of foreign currency under properly executed Contracts in accordance with these Terms. The Client acknowledges that the exchange rate FCD offers the Client under a Contract will not be the same as the one FCD obtains for itself. FCD derives a profit from the difference between these two exchange rates.

**6.2** The following charges will be incurred by the Client (payable in advance) for the following methods of confirmation and/or transfer of funds:

- 6.2.1** Irrevocable Payment Document (IPD) - £12 per payment;
- 6.2.2** Telegraphic Transfers (TT) - £15 per payment; and
- 6.2.3** International Cheques - £20 per payment

### 7. DISPUTES AND INTEREST

**7.1.** If at any time a dispute arises between FCD and the Client relating to the existence of a Contract or the terms of any Contract (a "Disputed Contract"), FCD may take any action it reasonably deems necessary or appropriate in the circumstances in order to close out the Disputed Contract or otherwise reserve the position of the parties under the Disputed Contract pending settlement of the dispute. Such action may include refusing to perform the Disputed Contract. FCD will try to notify the Client (orally or in writing) as soon as is practically possible of any action it has taken but if it can not do so any action taken in this way shall remain valid.

**7.2.** The liability of the party found to be at fault in respect of any Disputed Contract shall not exceed the amount of direct loss incurred in connection with such contract (such as administration costs, third party costs and exchange rate losses) plus interest. Reference shall be made to any available electronic messages, recordings or transcripts of recordings of telephone conversations between the parties to resolve disputes between the parties.

**7.3.** If the Client fails for any reason to make any payment to FCD by the date upon which it falls due (an "Overdue Payment"), then FCD shall be entitled to recover its losses by claiming the sums set out in these Terms and charging interest on any such Overdue Payment at the rate set out in clause 7.3.1 below from the time at which it fell due until it is paid in full and for each day or part of a day that it remains unpaid.

**7.3.1.** The interest payable on the Overdue Payment shall be calculated by applying a rate of 3% above the Bank of England's annual base rate from time to time (or such monetary authority as may replace it). Such interest shall accrue and be calculated daily from the date the payment was due until the date the Client pays in full any Overdue Payment.

**7.3.2.** FCD reserves the right, where applicable, to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. This right does not apply where the Client is an individual consumer.

### 8. REPRESENTATIONS

**8.1.** The Client represents to FCD that, both now and when each Contract is entered into and performed:

- (a) the Client is acting as principal for its own account (and not as agent for or on behalf of any other third party) and has full power and authority and has taken all necessary steps to enable it lawfully to enter into and perform every Contract governed by these Terms;
- (b) all sums paid by the Client to FCD under these Terms belong to the Client and are not subject to any charge or other security;
- (c) all information supplied to FCD is, or at the time it is supplied to it will be, true and accurate in all material respects and the Client will not omit or withhold any information which would render the information so supplied false or inaccurate in any material respect;
- (d) the Client will provide to FCD on request such information regarding its financial and business affairs and identity as FCD may reasonably require (including without prejudice to the foregoing, in relation to any obligations imposed on regulated investment businesses under the United Kingdom Money Laundering Regulations 1993);

(e) the Client is entering into these Terms in connection with its trade or line of business or for other commercial purposes and that the Client will take physical delivery of the currency in question under the contract.

### 9. DEFAULT

**9.1.** FCD shall have the right to refuse to perform or close out all or any part of any Contract at any time, without further liability to the Client for losses that may be sustained as a result if any of the following events occurring without giving prior notice to or obtaining further instructions from the Client if:

- (a) the Client shall fail to make any payment when due under these Terms;
- (b) the Client dies or becomes of unsound mind;
- (c) the Client suspends payment of its debts, makes any composition with its creditors, has a receiver appointed over some or all of its assets, takes or has any proceeding taken against it in bankruptcy or (being a company) takes or suffers any steps to be taken for its winding up (other than for the purposes of amalgamation or reconstruction approved in advance in writing by FCD), or any other similar or analogous event that occurs in the United Kingdom or elsewhere;
- (d) the Client fails in any respect fully and promptly to comply with any obligations to FCD or through FCD to any clearing house or Broker or bank;
- (e) it becomes or may become unlawful for FCD to maintain or give effect to all or any of the obligations under these Terms or otherwise to carry on its business or if FCD or the Client is requested to close out a Contract (or any part thereof) by any regulatory authority whether or not that request is legally binding;
- (f) the Client fails to observe or perform in whole or in part any of the material provisions of these Terms or commits a material breach of the representations in clause 8;
- (g) anything analogous to any of the events specified above occurs under the laws of any applicable jurisdiction; or
- (h) FCD (acting reasonably) considers it necessary to do so for its own protection including but not limited to the following circumstances:

- (i) protection from fraud;
- (ii) protection from client default;
- (iii) protection from market failures;
- (iv) protection from adverse or volatile market conditions of both FCD and the Client; and
- (v) protection from loss making activities to both FCD and the Client.

**9.2.** If the Client becomes aware of the occurrence of any event referred to in clause 9.1, it shall give FCD notice of such event forthwith.

**9.3.** After closing out a Contract for any reason FCD or the Broker will send with due despatch to the Client a settlement notice, showing the Client's profit or loss arising from the closing out.

**9.4.** In the event that any payment made by or on behalf of the Client is dishonoured, returned, not met on first presentation or stopped for whatever reason the Client shall pay FCD's reasonable administrative costs incurred in respect of each such event. Such costs will be a minimum of £50 in each event and will become payable by the client in addition to any other sums due under these Terms.

**9.5.** FCD assumes no responsibility whatsoever for any delay in payment under these Terms caused by the Client or any other third party, including but not confined to, bank delay, postal delay, delay caused by accident, emergency or act of god. For the avoidance of doubt, but subject to clause 10.4 below, the Client accepts that it is the Client who is solely responsible for ensuring that all payments required under any transaction between the Client and FCD are made promptly and within the time limits specified by the particular Contract.

## TERMS & CONDITIONS

**9.6.** Either party may terminate an agreement entered into under these Terms with immediate effect by giving written notice to the other party by fax or post SUBJECT TO the following conditions:

- (a) all rights and obligations of either party that existed prior to termination will remain and will not be affected by the termination;
- (b) unless confirmed by FCD giving notice to the Client all orders and other instructions given to FCD by the Client or an Authorised Party prior to termination will still be valid. Giving notice of a wish to terminate will not automatically cancel or rescind any Orders or instructions given to FCD. FCD will use all reasonable endeavours to terminate any Orders it processes on behalf of the Client as soon as it receives notice of instructions from the Client to do so. However, FCD cannot guarantee such notice will be received or acted upon immediately and FCD will continue to act in good faith in accordance with all Orders and instructions received prior to receipt of a notice of termination. In any event, where FCD is unavoidably committed to processing an Order or incurring other costs, liabilities or obligations as a result of the Client's actions FCD shall be entitled to proceed with the relevant Order or instructions; and
- (c) where an Order or instruction is given to FCD before termination and is completed after termination (in accordance with paragraph 9.6(b)) each party shall fulfil its obligations under any such Order or instruction as if termination had not taken place.

### 10. LIMITATION AND ASSUMPTION OF LIABILITY

**10.1.** FCD shall not be liable to the Client for any delay or failure to perform its obligations under these Terms or any Contract by reason of any cause beyond the reasonable control of FCD, but FCD shall try to perform those obligations as soon as it reasonably can in any event.

**10.2.** The Client shall, on demand by FCD, compensate FCD in full and keep it compensated from and against all liabilities, damages, losses, reasonably incurred expenses (including lost profits and expenses from any action taken by FCD to reduce its exposure to risk or loss in respect of breach of these Terms by the Client) and costs (including reasonable legal costs) duties, taxes, charges or commissions reasonably incurred or suffered by FCD in the proper performance of its services or the enforcement of its rights under these Terms and, including but not limited to:

- (a) the Client being in breach of any of these Terms or any Contract;
- (b) FCD acting upon any Order which FCD reasonably assumed was made by the Client or an Authorised Party; or
- (c) FCD exercising its rights under these Terms to close out all or any part of any Contract before its applicable Value Date.

In no event shall FCD be entitled to exercise its rights under these Terms or at law (including but not limited to those set out in clauses 7.3, 9.4, 10.2 and 11.1) to recover more than the reasonable sums to which it may be entitled to compensate it for losses actually incurred by it.

**10.3.** Due to the time-critical nature of the obligations to be carried out by the Client under these Terms and the material effect any delay may have on the performance of a Contract, the Client shall be fully responsible for any liability, losses, expenses or costs incurred by FCD as a result of any such delay subject to paragraph 10.4

**10.4.** The Client shall not be responsible for any delay causing liability, losses, expenses or costs under paragraph 10.3 if the delay was caused by events beyond its reasonable control and in respect of which it is not reasonable to expect the Client to have taken steps to avoid or remedy such delay. For the avoidance of doubt, however, the Client uses communication media and channels entirely at its own risk.

Failure to transfer monies or pass on instructions due to the failure of a third party communication provider shall not automatically relieve the Client of its responsibilities under these Terms and the Client is advised to confirm receipt by FCD of communications and use alternative methods of communication in the event of such failures.

**10.5.** The provisions in this clause 10 shall survive termination of any Contract or other agreement under these Terms.

### 11. DAMAGES

**11.1.** Nothing in these Terms shall allow FCD to recover more than the reasonable sums to which it may be entitled to compensate it for losses actually incurred by it. Consequently, if the Client commits a material breach of these Terms the Client agrees that FCD may recover any losses, costs and expenses reasonably incurred by it as a result of FCD entering into the relevant Contracts and in particular any Forward Contract or Forward Time Option Contract or Limit Order or Stop Loss Order or other transaction.

**11.2.** A material breach (as referred to in clause 11.1) includes the Client's failure to comply with its obligations to make payments to FCD under any Contract on the Value Date or to pay any monies that from time to time become due and payable to FCD and which are governed by these Terms.

**11.3.** Where the Client commits a material breach of these Terms, in order to recover any losses, costs and expense incurred by FCD, FCD may:

- (a) retain part or all of any sums that the Client has lodged with FCD (to a maximum amount equal to all sums due or to become due to FCD from the Client); and
- (b) sell the necessary covering currency to terminate the Contract and in particular any Forward Contract or Forward Time Option Contract or Limit Order or Stop Loss Order.

### 12. GENERAL

**12.1.** These Terms constitute the whole agreement and understanding of the parties with respect to their subject matter and supersede all previous oral communications and prior writings with respect thereto although nothing in these terms shall limit or exclude either Party's liability for fraudulent statements or representations.

**12.2.** FCD may amend these Terms by notice in writing to the Client at any time. Any such amendment shall take effect from the date specified by FCD but shall not affect any rights or obligations that have already arisen. Otherwise, these Terms may only be varied by the written agreement of both FCD and the Client.

**12.3.** If at any time any provision of these Terms or any Contract is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, this shall not affect the legality, validity or enforceability of such provision under the laws of any other jurisdiction.

**12.4.** If either FCD or the Client fails to exercise or delays exercising any right or remedy under these Terms by doing so it does not forfeit or waive that right. The rights provided in these Terms do not exclude other rights or remedies provided by law.

**12.5.** The parties agree and consent to:

- (a) the electronic recording by either party of telephone conversations between the parties with or without an automatic tone warning device; and
- (b) the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties.

**12.6.** Any such recordings or transcripts made by FCD may be destroyed by FCD in accordance with FCD's normal practice.

### 13. DATA PROTECTION

**13.1.** The Client agrees that FCD may hold and process, by computer or otherwise, any information gained from the Client as a result of entering into a Contract or any other agreement with FCD ("Personal Data").

The Client agrees that FCD and/or any other members of its group of companies may use this Personal Data for the purposes of providing services to the Client under these Terms or any Contract (including but not limited to carrying out credit references and confirming identity) and/or improving its services.

**13.2.** The Client also agrees that FCD may use the Personal Data to provide the Client with details of other FCD products or services which may be of interest to the Client or to pass the Personal Data on to any organisation who assumes FCD's obligations and rights under a Contract.

**13.3.** Where the Client has given its specific consent to FCD either in written or electronic form, FCD may also pass on the Personal Data to third parties for other specified purposes.

**13.4.** The above uses of Personal Data may mean that it is passed to organisations based outside the European Economic Area ("EEA"). FCD will always ensure that if this happens the Personal Data is subject to the same level of protection as it is within the EEA.

**13.5.** If the Client no longer wishes to receive any information relating to other products or services from FCD or third parties they should contact FCD at the address detailed above.

### 14. APPLICABLE LAW

**13.1.** These Terms and any relationship between FCD and the Client shall be governed by English law.

**13.2.** All communications between the Client and FCD shall take place in English.