

Terms and Conditions

THIS IS OUR CLIENT AGREEMENT UPON WHICH WE INTEND TO RELY. FOR YOUR OWN BENEFIT AND PROTECTION YOU SHOULD READ THESE TERMS CAREFULLY BEFORE SIGNING THEM. IF YOU DO NOT UNDERSTAND ANY POINT PLEASE ASK FOR FURTHER INFORMATION. Please also refer to the Company's Privacy Statement enclosed.

Whereas the Client requests that CURRENCY MATTERS LIMITED agree to provide facilities for the Client to: Make payments for trade or other commercial activity and / or to buy and sell any associated foreign currencies.

IT IS AGREED HEREWITH:

The sections forming this Agreement consist of:

A. The Terms and Conditions

- 1) Services
- 2) Documentation
- 3) Duration & Termination
- 4) Client Instructions
- 5) Financial Provision
- 6) Default
- 7) Liability & Indemnity
- 8) Electronic Delivery or Communication Channels
- 9) Marketing
- 10) Anti-Money Laundering
- 11) Payment Services Regulations
- 12) Data Protection
- 13) Capacity & Warranties
- 14) Nature of Agreement
- 15) General

B. Definitions

Authorised Signatories

The date of this Agreement shall be the date as executed by an authorised signatory of the Company on the Client Information Form.

The Client agrees to the Terms and Conditions included in this contract.

In exchange for the Company and such other subsidiaries or affiliates of the Company as may from time to time hereafter come into existence and any successors or assignees of these companies (each known as "the Company") agreeing to accept instructions in accordance with this Agreement, given from time to time to the Company address noted above (the "office"), it is agreed as follows:

1. SERVICE(S)

1.1 The Company agrees to provide facilities for the Client to make payments for trade or other commercial activity and / or to buy and sell any associated foreign currencies.

1.2 The Company will not accept any instruction which the Company, at its own discretion, believes to be for speculative purpose, or for any purpose other than a trade or commercial purpose.

1.3 The Company will not accept any instruction which the Company, at its own discretion, regards as not compatible with the Client risk profile.

1.4 The Company will not provide advice as to the merits or otherwise of proposed transactions and the Client shall rely upon their own judgement alone when entering into any transaction.

1.5 The Company may, however, provide general information to the Client relating to the Foreign Exchange markets.

2. DOCUMENTATION

2.1 Documents, and any other communication may be despatched from the Company by email, post or facsimile and proof of despatch will be deemed to be proof of receipt.

2.2 For foreign exchange transactions; the Company will provide to the Client a Contract Note which will specify the agreed currencies, the amounts, the delivery date, and the payment details and requirements for the Client's payment to the designated Clients' Account of the Company.

2.3 The Contract Note will be sent either by email or facsimile and will not prejudice the rights of either party.

2.4 Any errors or omissions within the Contract Note issued by the Company must be related to the Company immediately, otherwise the Client shall be deemed to be in acceptance of such document.

3. DURATION AND TERMINATION

3.1 This Agreement may be terminated forthwith by either party giving written notice to the other party if:

3.1.1 The other party is in breach of any of the terms of this Agreement, and in the case of a breach capable of remedy, fails to remedy the breach within 14 days after issuance of written notice giving full details of the breach and requiring it to be remedied.

3.1.2 Either party goes into liquidation, administration or commits an act of insolvency, as defined by the Companies Act 2006 and amended as at date of this Agreement.

3.2 The right to termination of this Agreement shall be without prejudice to any remedy or other right of either party.

3.3 In the event of termination The Company maintain the right to close any outstanding contracts without prior notice to the Client.

4. CLIENT INSTRUCTIONS

4.1 The Company will accept instructions from any person duly authorised by the Client as detailed in Section C below, or any person as notified by the Client, and accepted by the Company.

4.1.1 Acceptance of instructions will be conditional on the appropriate due diligence requirements being met.

4.1.2 The instruction may be verbal, written, by e-mail or facsimile or an electronic transmission via the Company's transactional platform.

4.1.3 Any instruction must be authorised by the Client or appointed representative as nominated with the Company.

4.1.4 The Company may seek to verify the authenticity of any written, by e-mail or facsimile or an electronic transmission by contacting the Client directly and, in such circumstances, will not action any instruction until satisfactory verification has been obtained.

4.2 The Company reserves the right to request written confirmation of any Client instruction.

4.3 The Company will not be obliged to accept a Client instruction and may refuse to do so at the Company's sole discretion without liability for any resultant loss or damage suffered by any party.

4.4 Once the Company has accepted an instruction, which generally will be confirmed by a verbal acceptance, the instruction cannot be amended, withdrawn or cancelled

without the written and express consent of a director of the Company.

4.5 By placing an instruction with the Company the Client agrees to pay for and take physical delivery of the agreed amount, upon the agreed date as specified in the Contract Note.

4.6 Both parties agree and consent to electronic recording by either party of telephone conversations between the parties, and the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealing between the parties.

5. FINANCIAL PROVISIONS

5.1 Client funds will be held in accounts that are segregated from those containing the Company's own funds and transactions.

5.1.1 Clients may not hold funds on deposit with the Company. All funds credited must be allocated to a definite payment at a future date and held for only a short-term period.

5.2 The Company, in the normal course of business, uses banks and may use other third-parties and correspondents to facilitate FX and payment transactions.

5.2.1 To enable transactions to be completed via counterparties (see 5.2) and ensure fund segregation and safeguarding the Company may open sub accounts in the name of the Client.

5.3 For foreign exchange transactions, the Client will pay into a bank account as specified by the Company, the amount specified by the Company to include the amount of the instruction and any other charges as detailed in the Contract Note, by the agreed settlement date, such amount to be in cleared funds.

5.4 For payment transactions, the Client will pay into a bank account as specified by the Company, the amount specified by the Company to include the amount of the instruction and any other charges as advised by the Company, such amount to be in cleared funds, before any payments will be made by the Company on any requested value date.

5.5 Any payment made to Company's bank account by the Client shall be made in full without any deduction, set-off, counterclaim or withholding whatsoever, and such funds will be free of any charge, lien or other encumbrance, and no such charge, lien or encumbrance will be created over such funds provided, either in full or in part.

5.6 The Company will pay the amount of the instruction to the payment destination as specified by the Client on the value date, provided that cleared funds are received in accordance with the terms herein, one business day prior to value date.

5.7 The Company reserves the right to set-off against Client funds held by the Company any amounts owed to the Company by the Client in respect of any instruction whatsoever.

5.8 The Company reserves the right to deduct such sums from the Client funds as it may be required to deduct by law or in the compliance with the service of any legal instruments and including, but not limited to deduction in respect of any taxation liabilities.

5.9 The Company will not be responsible for any delay of the onward payment, when the delay is due to the late arrival of funds to the Company from the Client, or due to the late arrival of instructions for such onward payment.

5.10 In the event of a forward foreign exchange transaction, the Company will require a deposit of no less than ten (10) per cent, or other percentage as the Company may specify, to be paid in cleared funds to a bank account as specified by the Company. The deposit amount must be paid in full on the day that the forward foreign exchange transaction is accepted by the Company, with any outstanding balance to be paid in full no less than one business day prior to value date.

5.11 The Company reserves the right to make a Margin Call to re-establish the margin deposit to the original percentage level agreed if the rates change to the detriment of the outstanding transaction or further funds are requested by the currency liquidity provider.

5.11.1 If a Margin Call is made, the client shall pay the due amount as per the Margin Call within 24 hours of the first communication of the Margin Call. The client's failure to respond sufficiently to the Margin Call will amount to a fundamental breach of the contract and shall entitle us without prejudice to terminate the contract without liability. Any costs incurred due to the termination of the contract and the subsequent closing of any position will be deducted from any deposit or held client funds. In the result that the cost is greater than the deposit held the client will also be liable for this cost.

6. DEFAULT

6.1 In the event of any default of payment, or any other event of breach under this Agreement, or if it becomes unlawful for the Company to fulfil any of its obligations to the Client under this Agreement, or if instructed to do so by any regulatory authority, the Company have the right to close out any contract, or take any actions that it deems necessary, without further liability.

6.2 In the event of the closure of a position The Company will issue a Contract Note to the Client noting the details of such closure.

6.3 In the event of late payment the Company will charge interest, from the date of late payment until the receipt of cleared Client funds at a rate of Bank of England base rate plus

ten per cent, per annum of the contract value. Late payment will be deemed to be a payment made to the Company following a Client instruction to buy or sell currency, which is received after two business days from agreed settlement date.

7. LIABILITY AND INDEMNITY

7.1 The Client shall indemnify, and keep indemnified, the Company against all losses, damages and costs incurred by the Company, in the proper performance of its services, including any costs incurred by the Company in covering, reducing or eliminating its risk, or the enforcement of its rights herein contained, through any breach or non-performance of the Client in any contract or Agreement with the Company.

7.2 The Client shall pay all legal fees or costs incurred relating to the enforcement of these terms and conditions or legal fees incurred relating to any dispute or difference arising under this Agreement that is resolved in favour of the Company.

7.3 The Company shall not be liable to the Client for any liability whatsoever arising from this Agreement between the Client and the Company, in respect of loss of profits, anticipated savings or any indirect or consequential loss, even if such loss or damage results from any delay or failure of any third party, and even if such loss or damage was reasonably foreseeable.

7.4 The Company will be liable to the Client in the event of a contractual default, and such liability will be limited to the direct loss suffered relating to such contract.

7.5 The Client acknowledges that the Client shall be obliged to inform the Company, immediately, in case of any changes to its information or circumstances including, but not exclusively, changes to: name, address, bank details, nature of transactions, nature of business, ownership and business status. Failure to do so is acknowledged as a breach of this contract which will nullify any subsequent action taken by the Client against the Company and may also be grounds for closure of the Client's account.

7.6 The Company will undertake regular reviews of the transactions on, and conduct of, the Client account. The Company reserves the right to suspend or close the Client's account if the activity or conduct of the account falls outside of the agreed client account parameters or a revised risk profile of the Client.

8. ELECTRONIC DELIVERY OR COMMUNICATION CHANNELS

The Company utilises an online platform (WPS) to which clients are given access as the gateway to the Company to undertake transactions.

8.1 Risks of using computers, mobile devices and e-mail: The Client understands that computers, mobile devices and Internet e-mail are not fully secure means of communication and that the Company does not use encryption or digital

signatures for incoming or outgoing e-mail except when in transit.

8.1.1 The Company recommends that clients do not use computers, mobile devices or e-mail for confidential purposes unless suitably configured and protected, nor share their Internet access with others.

8.1.2 The Company also recommends that clients use up-to-date virus checking software, passwords and appropriate security features.

8.1.3 If the Client nonetheless chooses to use electronic delivery or communication channels, the Client assumes full responsibility for the risks of doing so. These risks include the possibility that: someone could intercept, read, retransmit or alter messages; that e-mail messages could be lost, delivered late, or not received; that computer viruses could be spread by email causing damage to computers, software or data.

8.2 The Client agrees that use of any of the Company electronic delivery or communication channels will be in accordance with the following terms and conditions and that the Client's use of any Company electronic delivery or communication channel signifies both the Client's acknowledgement and acceptance of the terms and conditions below.

8.3 The Client authorises the Company to accept any method of instructions from the Client:

- (a) To provide account and transaction information
- (b) To transfer funds between the Client's accounts
- (c) To transfer funds from any account in the Client's name to any individual, firm or corporation
- (d) To issue stop payment orders relating to foreign exchange transactions

8.4 The Client understands that the Company reserves the right to first obtain verbal or written confirmation before executing any such instructions.

8.5 The primary means that shall be used to give instructions to the Company is via the Company's WPS platform.

8.6 Use of e-mail: If the Client uses e-mail to communicate with the Company the Client authorises the Company to reply to the Client by e-mail if the Company chooses to do so. This includes sending the Client confidential information to the Client at the Client's request.

8.6.1 If the Client is an individual, the Company will not be required to act on instructions or communications sent by email unless they are sent from an e-mail address that the Client has designated for e-mail communications and the instructions have been appropriately verified by secondary means (e.g. telephone call).

8.6.2 If the Client is a corporation, partnership, or unincorporated association, the Company will not be required to act on any instructions or communications sent by e-mail unless they are sent from an e-mail address that the Client has designated for e-mail communications and that bears both the Client's name (company name) as well as the name of the Client's authorised signatory (individual name) and the instructions have been appropriately verified by secondary means (e.g. telephone call).

8.7 Acting on instructions: The Company may act on instructions and information from, or purporting to be from, the Client as if the Client had given the Company such instructions or information in writing, until the Company has received written notice to the contrary.

8.8 Confirmation of telephone, e-mail and platform (WPS) instructions: The Client acknowledges that the Company may request that the Client provide confirmation of telephone, e-mail and Platform (WPS) instructions to the Company on the day that they are given by mailing to the Company office a written confirmation signed by the Client. The Company may, but need not, notify the Client of any discrepancy between the instructions as understood by it and the written confirmation from the Client, provided that the failure to so notify the Client shall not amount to gross negligence or wilful misconduct.

8.9 Validity of Communications: All communications that the Company accepts and acts upon will be valid and authentic. This will be the case even if, among other things, they did not come from the Client, were not properly understood by the Company (except for the Company's gross negligence or wilful misconduct) or were different from any of the Client's previous or later communications. Communications will only be valid at the Company office at which they are received.

8.10 The Company does not have to act upon any of the Client's Communications if it is unsure whether they are accurate or are really from the Client or if the Company does not understand them.

8.11 The Company's liability: The Company will not be responsible for any costs, damages, demands or expenses that the Client may incur due to the Company's acting, or failing to act, upon the Client's communications (except for the Company's gross negligence or wilful misconduct). The Company will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.

8.12 Indemnity clause. The Client will indemnify and save the Company harmless from any claims, damages, demands and expenses that the Company incurs (other than due to its own gross negligence or wilful misconduct), including

among other things all legal fees and expenses, arising from the Company acting, or declining to act, on any of the Client's Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Client to the Company.

8.13 If the Client is a corporation, partnership or association, the Company may only accept the Client's Communications when they are from, or purport to be from, the Client's signing officer(s) duly authorised to sign in accordance with the Client's General Resolution and as stated on this Agreement.

8.14 If the Client is a corporation, the Client confirms that the Client has obtained the approval of the board of directors or shareholders (as applicable) to enter into this Agreement and will provide the Company with an appropriately signed resolution to this effect from the board of directors.

8.15 Authorisation: The Client understands that by executing this Agreement the Client authorises the Company to accept and irrevocably honour all instructions set out in this Agreement. The Client further agrees that any one of the signatories to this Agreement may authorise these instructions.

8.16 The Company will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since the Company's ability to act on any Communications depends upon the normal functioning of various communication facilities the Company is not liable for any delay or failure to receive the Client's communications.

8.17 By accessing or browsing any part of our website, the Client accepts and agrees to abide by all the policies in the Company's Cookies Policy, Terms of Use and Privacy Policy. These Policies are available on our website or from the Company. If the Client does not agree to the terms of these policies, the Client should refrain from using our site and contact info@currencymatters.co.uk.

9. MARKETING

9.1 The Company may provide The Client with marketing material relating to products and services offered by the Company, and newsletters and market updates by e-mail, text message, telephone or post.

To advise us whether you wish to receive marketing communications, the section at the end of this document must be completed.

9.2 The Client may opt out of receiving marketing communications sent by a specified method or opt out of all

marketing communications by contacting info@currencymatters.co.uk.

10. ANTI-MONEY LAUNDERING

10.1 The Company has legal responsibilities to prevent money laundering and to report on any form of suspicious activity to the relevant Authorities. To enable the Company to fulfil these responsibilities the Company has a range of policies and procedures in place and these are rigorously applied to all financial transactions conducted under the terms of this Agreement.

10.2 Documentation / Information: The Client agrees to provide the Company with any relevant document or information that they may reasonably request for the Company to properly discharge its duties under anti money laundering legislation. This includes information regarding source of funds, source of wealth, purpose of transaction(s) and 3rd party or ultimate beneficiaries.

10.3 Expenses: The Client will indemnify the Company for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable anti-money laundering legislation regarding the Client's account, including but not limited to seeking direction from a court of competent jurisdiction on the Company's rights and obligations in such matters.

10.4 Admissibility: If it wishes, the Company may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that the Company has of the Client's communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.

10.5 Method of receiving funds: All funds sent to the Company will be by way of authenticated bank transfer clearly indicating the originator and beneficiary.

10.6 Payment instructions: All payment instructions must clearly state, source of funds, purpose of transaction and the ultimate beneficiary.

10.7 Cash deposits: The Company will NOT accept cash deposits under any circumstances

10.8 The Criminal Finances Act 2017 requires the Company to ensure that it is not knowingly or recklessly facilitating tax evasion activity relating to applicable laws in any jurisdiction and therefore the Company will request appropriate reassurances and supporting documentation as required.

10.9 The Company may protect its interests by referring transactions to its regulatory body and may hold funds pending instruction from an appropriate regulatory or statutory body.

10.10 The Company may be required to hold funds to the order of a regulator or statutory body to comply with its obligations under AML, CTF and Tax laws.

11. PAYMENT SERVICES REGULATIONS

11.1 The Client has important rights and obligations and the Company acknowledges our liability to the Client, under the Payment Services Regulations 2017.

11.2 After a foreign exchange trade is settled the Company will send Client funds to a bank account specified by the Client, as per 4.1 and 10.6 above.

11.3 This Payment Service is covered by the PSR and thereby regulated by the Financial Conduct Authority (FCA). This includes payments to third parties in all EEA member states in Euros, Sterling or other currencies and includes payments outside the EEA when an element of the transaction is within the EU.

11.5 However, for clarity, the Client is advised that the Company applies the same processes and procedures, as detailed above, for ALL payments, regardless of origination or destination.

12. DATA PROTECTION

12.1 In accordance with the General Data Protection Act 2018 (GDPR), the Company is required to inform the Client of certain information in respect of their personal data.

12.2 Personal data is required for the Company to comply with regulatory and legal requirements, for legitimate interests of the Company and to aid fraud prevention and the execution of the contract obligations with the Client and to process Client transactions effectively. In addition, explicit consent for specified purposes may be sought from the Client.

12.3 The Company will take all reasonable steps to protect the security of Client personal data. The Company has Data Protection Policies that are rigorously applied. Details relating to the policies are available to the Client upon request.

12.4 The Company reserves the right to disclose personal data to any persons with whom we might share data to enable execution of contractual arrangements, fraud prevention purposes or with regulatory and prosecuting authorities.

12.5 The Company will check information given to the Company by the Client with 3rd Parties (including but not exclusively: Smartsearch, Selified, Creditsafe and LexisNexis Bridger) for data checking and validation for KYC and AML purposes. Client information verification may include a credit reference check.

12.5.1 The Company may be required to give Client and transactional information to regulatory, tax and prosecuting authorities.

12.6 The Client should be aware that, if payments are made to persons outside the EEA, this may involve transfers of the Client's personal data to jurisdictions which do not have data protection laws as strict as those in the UK.

12.7 Under the GDPR the Client has several rights in connection with their personal data held by the Company and these are specified in the Company's privacy statement. If a Client wishes to request such access they should write to, "The Data Protection Officer" at the registered office of the Company.

12.8 The Client must pass all the information contained in this section of the Agreement to any individual whose personal data they have supplied to the Company and confirms that any data so provided to the Company is done in accordance with appropriate data protection protocols.

12.9 Storing information. the Company may record and store all information relating to the Client's account in such form and by such means as the Company sees fit. The Client acknowledges that the Company is not required to retain or return original items (other than to retain and return to the Client items normally returned in accordance with the Company's general practice) or to provide the Client with copies of any account statements, items or other documents. The Client understands that the Company may, in its discretion and subject to availability, provide the Client with copies of account statements, items or other documents at the Client's request.

12.10 If the Client requests copies of any items or other documents and the originals have been transferred to some other storage medium and destroyed, the Client will accept copies made from that storage medium. The Client acknowledge that the Company is not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time my request is processed. The Client will pay the Company any applicable charges for any searches the Client requests that fall outside of the Clients GDPR data access rights.

12.11 Data processing: The Company may use the services of any of its subsidiaries and affiliates or any electronic data processing service bureau or organisation relating to keeping the Client's account. Such sharing of information with subsidiaries, affiliates, electronic data processing services or organization for the purposes of processing information relating to the Client's account, providing contingency backup of data or any other proper purpose falls within the lawful purposes for data processing by the Company. In such a case, the Company will not be liable to the Client because of any act, delay or omission of such service bureau or organisation in the performance of the services required of it.

12.12 The Company uses the services of ICT support specialists and organisation relating to monitoring activity on the Company's ICT network and WPS platform as outlined in the Company's ICT Policies. By opening an account with the

Company, the Client acknowledges that sharing of information with such entities will take place.

12.13 The Company uses the services of electronic data processing service bureau or organisation relating to monitoring activity on the Company's website for security and infrastructure performance purposes as outlined in. By using the Company's website, the Client acknowledges that sharing of information with such entities will take place as outlined in the Company's Cookies and Terms of Use policies.

12.14 Client and transactional data will be retained in accordance with statutory limits and the lawful purposes of the Company under GDPR as set out in the Company's Privacy Statement.

13. CAPACITY AND WARRANTIES

13.1 The Client warrants that it is acting as a principal and has full legal capacity to enter into this Agreement and every instruction there under.

13.2 The Client warrants that it is entering into this Agreement for trade or commercial purposes only and not for any investment purpose.

13.3 The Client warrants that all information provided to the Company as reasonably requested of the Client shall be provided and shall be true and accurate and without omission.

13.4 The Client warrants that any funds provided by the Client to the Company shall be beneficially owned by the Client.

13.5 The Client warrants that all taxes have been or will be accounted for in the relevant jurisdiction (s) relating to their transactions.

13.6 The Client warrants to give notification to the Company in any event of insolvency, administration, liquidation or other events that materially affect any rights or obligations pursuant to any clause within this Agreement.

14. NATURE OF AGREEMENT

14.1 It is intended that these terms and conditions shall be reasonable as between the Company and the Client having regard to the nature of the Agreement.

14.2 If at any time any of these terms and conditions is either unenforceable or void at law or pursuant to any ruling of any governmental authority, Court, tribunal or arbitration, it shall not adversely affect or prejudice the remainder of the terms and conditions or the Agreement and it shall be deemed to be excluded and (where possible) be replaced by such other enforceable and valid term or condition as shall be as near as may be to the original in both form and effect.

14.3 Valid agreement: This Agreement is a valid and binding obligation by the Client, enforceable in accordance with its terms.

14.4 This agreement additional: This Agreement is in addition to, and not in substitution for, the terms of any other agreement between the Company and the Client. If any conflict arises between these and any other agreement with me, the terms of this Agreement will prevail.

15. GENERAL

15.1 All disputes or differences shall be subject to the laws of England and the jurisdiction of the English Courts.

15.2 Any complaints will be dealt with in accordance with the Company Complaint Handling Procedures. The Client should be aware that they may access the dispute resolution services of the Financial Ombudsman Service and submit any complaint to them in certain circumstances. Full detail is contained within the Company Complaint Handling Procedures which are available, on request, to the Client.

15.3 Any notice, document or other information required to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by first class pre-paid recorded delivery post, or by facsimile or by other electronic communication to the recipient at the address as set out in this Agreement, or using the telecommunications number of the recipient as at the date of this Agreement, or to other such address or telecommunication number as the recipient may from time to time designate in writing for such purpose.

15.4 The proof of the giving of notice shall be either the proof of despatch or the proof of delivery. The receipt of any notice, document or other information shall be deemed to be two working days from despatch of such by post, or simultaneously with transmission in the case of despatch via facsimile or other electronic communication.

15.5 The Client acknowledges and accepts that time is of the essence in any transaction between the Client and the Company.

15.6 If either party is affected by Force Majeure it shall notify the other party of that fact as soon as it is reasonably possible. An act of Force Majeure shall not deem either party to this Agreement to be in breach of this Agreement if any non-performance, or delay in performance of its obligations under this Agreement, is due to an act of Force Majeure.

B.DEFINITIONS

- 'AGREEMENT': Framework Contract
- 'BUSINESS DAY': The Company working day excluding public, national and exceptional national holidays,

between the hours of the Company. Details as published on the Company web site.

- 'CLIENT': the person, firm or organisation to whom the Company shall deliver its services.
- 'COMMERCIAL': commercial and not investment as defined by the Financial Services and Markets Act 2000 as amended as at date of this Agreement.
- 'COMMUNICATIONS': any instructions or information from, or purporting to be from, the Client or the Client's e-mail address.
- 'FORWARD': a transaction where the value date is more than two working days after the transaction.
- 'FOS': The Financial Ombudsman Service
- 'GDPR': The General Data Protection Act 2018
- 'INSTRUCTIONS' any reference in this Agreement to "instructions" or "my instructions" refers to Internet E-mail ("e-mail"), telephone or Platform (WPS) or fax instructions.
- 'PAYMENT DESTINATION': the bank account to which Client funds are sent following currency conversion.
- 'PSR': the 2nd Payment Services Regulations 2017.
- 'SOURCE OF FUNDS': providing details of the primary origin of the funds relating to the transaction i.e. from what specific activity or event they originated, for example including 'salary', 'trading profits', 'sale of property' etc. It does not mean, for example, 'savings', 'bank account'. Such information may require supporting documentation to be provided to The Company.
- 'SPOT': a transaction with the Value Date two working days after the transaction.
- 'The CLIENT' in this Agreement, means the undersigned corporation, partnership, association, sole ownership or individual.
- 'The COMPANY': Currency Matters Limited
- 'TRADE': the exchange of goods or services for money.
- 'TRANSACTION DATE': the date on which the transaction is agreed between the Company and the CLIENT.
- 'VALUE DATE': the date on which the transaction reaches value with the counter-party.
- "WPS": The Company's foreign exchange and payment Client interface platform.