

Corporate client application form

Section 1: Company details

Company name:

Company type: PLC Ltd Charity LLP Other

If "other" please describe:

Registration number:

Registered address: Postcode:

Postal address: Postcode:

Email address:

Telephone:

Website:

Contact details

Name:

Title:

Phone:

Email address:

Nature of business:

Section 2: Transaction details

Estimated forex volume:

Currencies required:

Destination countries:

Section 3: Ownership details

Anti-money laundering regulations require us to complete customer due diligence (CDD) procedures to confirm ultimate ownership of the company. These procedures will be carried out on all shareholders or parent companies which have a shareholding of 25% or more in the company. We will validate the personal details you supply against appropriate third party databases. By completing this form, you consent to such checks being carried out. Any credit reference agency used to perform these checks is only used to confirm your identity and will not affect your credit rating. All information provided by you will be treated in accordance with the Data Protection Act 1998.

Individual / business

First name: <input type="text"/>	First name: <input type="text"/>
Surname: <input type="text"/>	Surname: <input type="text"/>
Position: <input type="text"/>	Position: <input type="text"/>
Address: <input type="text"/>	Address: <input type="text"/>
Phone: <input type="text"/>	Phone: <input type="text"/>
Date of birth: <input type="text"/>	Date of birth: <input type="text"/>
Percentage of shares held: <input type="text"/>	Percentage of shares held: <input type="text"/>

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First name: <input type="text"/>	First name: <input type="text"/>
Surname: <input type="text"/>	Surname: <input type="text"/>
Position: <input type="text"/>	Position: <input type="text"/>
Address: <input type="text"/>	Address: <input type="text"/>
Phone: <input type="text"/>	Phone: <input type="text"/>
Date of birth: <input type="text"/>	Date of birth: <input type="text"/>
Percentage of shares held: <input type="text"/>	Percentage of shares held: <input type="text"/>

Section 4: Verification details

Please provide us with the following documentation:

- A clear copy of the photograph page of the passport/s of the director/s and/or beneficial owner/s
- Proof of address for the business, dated within the past three months, showing name, address and date, e.g. bank statement or utility bill
- Initialled terms and conditions (see below)

Section 5: Authorised parties

Individuals named below will be authorised to make instructions to trade

Name: <input type="text"/>	Name: <input type="text"/>
Date of birth: <input type="text"/>	Date of birth: <input type="text"/>
Position: <input type="text"/>	Position: <input type="text"/>
Email address: <input type="text"/>	Email address: <input type="text"/>
Contact number: <input type="text"/>	Contact number: <input type="text"/>
Name: <input type="text"/>	Name: <input type="text"/>
Date of birth: <input type="text"/>	Date of birth: <input type="text"/>
Position: <input type="text"/>	Position: <input type="text"/>
Email address: <input type="text"/>	Email address: <input type="text"/>
Contact number: <input type="text"/>	Contact number: <input type="text"/>

Section 6: Authorisation

As a principle of the business (as such, but not limited to, a director or company secretary), I confirm that the terms and conditions have been read, understood and agreed to. I certify that all the information provided in this document is true and correct and undertake to notify Sable International of any changes in writing. I hereby authorise the users contained in Section 5 to carry out transactions and give instructions on behalf of the business, either online, by telephone or email.

Printed name: <input type="text"/>	Position: <input type="text"/>
Signature: _____	Date: <input type="text"/>

Please complete and email to forex@sableinternational.com or post to Sable International, Castlewood House, 77/91 New Oxford Street, London, WC1A 1DG.

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Terms and conditions

Preamble

This is the commercial foreign exchange account agreement ("agreement") for Sable International ("the company"). This will govern the basis of any contract, or any other part of the service, that you, ("the client"), enter into with the company.

Sable International's registered office is at Castlewood House, 77/91 New Oxford Street, London, WC1A 1DG, trading under company number 07070528.

For your own benefit and protection, you should read the application form as well as these terms and conditions carefully. Completing, signing and returning the application form confirms that you have read and accept everything in these documents. If you do not understand anything in the application form, or in these terms and conditions, please ask for more information or consult a legal advisor.

This agreement shall be construed in accordance with and governed by the laws of England and Wales and the parties agree to be subject to the exclusive jurisdiction and venue of the Courts of England and Wales when resolving any disputes that may arise from these terms and conditions.

1. Definitions and interpretations

1.1 For the purposes of this agreement, the following terms shall have the following meanings:

"Account" means the facility offered by the company to the client for the client to access the service.

"Access code" means the necessary passwords and other login details for the online system.

"Agreement" means the application form and these terms and conditions (each as amended from time to time).

"Application form" means the standard application form for business clients which, once duly completed by the client and accepted by the company, forms part of this agreement.

"Authorised person" means an individual authorised by the client to conduct business with the company on behalf of the client, including committing to deals. Details of authorised persons must be provided on the application form.

"Beneficiary" means the destination bank account to be ultimately credited when a deal is completed and the service provided.

"Cleared funds" means funds that are not electronically recallable, in full or in part, where any claim of ownership by the sender has fallen away and has been passed on to the receiver.

"Client" means the company/institution/entity entering into these terms and conditions with the company, as identified in the application form.

"Client ID" means the unique client account number that is assigned when the client is accepted by the company and before any service is provided.

"Commercial purpose" means, but is not limited to, buying goods or services abroad as part of the normal course of business, or the client is a government-regulated provider of foreign exchange or financial services.

"Counterparty" means the bank or financial institution with which the company enters into a matching deal to cover a back-to-back the deal with the client.

"Deal" means a transaction completed telephonically or online to purchase or sell currency (and deliver the proceeds) for the client including, but not limited to, a forward contract, same day transaction or a spot deal. The moment a deal is agreed to and executed, the client's ownership of the settlement amount falls away and is replaced by ownership of the purchase currency.

"Deal number" means the unique code assigned to identify any deal.

"Deal confirmation" means the company's written document setting out the details of the deal, including (but not limited to) purchasing currency, the settlement amount, exchange rate agreed to and beneficiary details.

"Force majeure event" means an event which is beyond the reasonable control of an affected party, including, but not limited to, any market disruption, acts or restraints of government(s) or public authorities, war, strikes or other industrial action, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure,

defective performance or malfunction of any telecommunications settlement or systems.

"FCA" means Financial Conduct Authority.

"Forward contract" means a transaction where the client agrees to take physical delivery of the purchased currency on the specified value date, which is later than two working days after the instruction.

"Licence" means a revocable, non-exclusive, non-transferrable licence to access the system, which is not sub-licensable.

"Limit order" means an order where the client asks the company to buy or sell foreign currency when the exchange rate reaches an agreed level.

"Manifest error" means a manifest or obvious misquote by the company based on a published price source on which the company has relied in connection with any transaction, having regard to the current market conditions at the time an order is placed, as determined by the company.

"Margin deposit" means the deposit or advance payment required by the company when ordering a forward contract. This shall be such an amount as the company may, at its absolute discretion, require from time to time and unless notified to the client otherwise, this will not be more than 10% of the value of the contract. This is to provide the company with security in respect of the risk incurred prior to receiving the full settlement amount. The client shall not be entitled to any interest on any margin deposit.

"Margin call" means a request by the company for the client to provide such additional amounts (not exceeding the full settlement amount) as may reasonably be required to make good the margin deposit amount, as a result of an adverse exchange rate movement between the date of contract and the value date.

"Online system" means the Sable International online order system.

"Order" means a request for the service by the client.

"Party or parties" means individually, or collectively, the client and the company.

"Purchase currency" means the foreign exchange (or currency) amount that the client has purchased from the company.

"Settlement amount" means the sums payable by the client to the company in consideration of the deal including, but not limited to, any margin deposit or margin call amounts.

"Service" means any foreign exchange service provided by the company to the client according to these conditions, and includes the execution of a deal on the client's behalf.

"Site administrator" means the principle client contact for the online system who has full administrator rights and who will manage the access rights of any other designated users.

"Spot deal" means a transaction where the value date is two working days after the instruction date.

"Stop loss order" means an order where the client asks the company to buy or sell foreign currency when the exchange rate falls to an agreed level.

"Value date" means the date specified by the company on which the currency transaction of each deal matures.

"Website" means www.sableinternational.com.

"Working day" means 09:00 to 16:30 on any day when the clearing banks are open for business in England.

1.2 References to a statute or statutory provision shall include any subordinate legislation made from time to time and any such references to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time.

1.3 Any words that appear in the singular shall, where appropriate, also include the plural and vice versa.

1.4 Any reference to one gender, or to the neuter, is to include any gender.

1.5 Any headings that are used in this agreement are for ease of reference. They should not be used in the interpretation or construction of this agreement.

1.6 Should any provision or any part of any provision, of these conditions be deemed unenforceable or illegal, the remaining provisions in question will nevertheless continue in full force and effect.

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Sable International is a trading name of 1st Contact Money Limited (company number 7070528) registered in England and Wales. Money Services Business registration number 12148630. Financial Conduct Authority authorisation number 517570. 1st Contact Money also holds an Australian Financial Services License issued by ASIC to deal in foreign exchange (AFS License number 335 126).

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2. Services to the Client

- 2.1 By completing the application form, the client confirms that this agreement has been read and understood, and the company has been able to verify the client's identity and is satisfied that the client has a commercial purpose for requiring the service. The company will (at its absolute discretion) forward notification to confirm if the client is accepted.
- 2.2 The company enters into deals to buy and sell currency, for commercial and other non-speculative purposes, for spot deals or forward contracts. This means that the company will not trade with any client seeking to enter into a foreign exchange transaction as an investment or to profit by pure speculation on foreign exchange movements, if there is not a genuine commercial purpose. The client hereby warrants that all deals are for non-speculative purposes only and that they have full capacity to instruct the company to perform the service.
- 2.3 The client agrees to assist with the due diligence and compliance procedures that are required by the company, and to provide any and all requested documentation, as is imposed on the company by relevant regulatory bodies (including, but not limited to, FCA, HMRC, ASIC).
- 2.4 Except where specifically agreed otherwise in writing, nothing in this agreement shall give rise to any fiduciary, trustee, agency relationship, joint venture or partnership relationship between the parties, or confer any right or benefit to any third party.
- 2.5 The provisions of Clause 2 shall survive termination of any order, completion of any deal or termination of this agreement.
- 2.6 The company may amend these conditions by notice in writing to the client from time to time and any such amendment shall be binding with the agreement of the client from the date of such notice. Any such amendment shall not be retrospective or affect any rights or obligations that may already exist in respect of any instructions.
- 2.7 The company may enter into a deal with the client, or any person duly authorised by the client. The company may require relevant security details to be quoted, or written confirmation to be received of any client instruction or transaction details before accepting an order by telephone, online or email.
- 2.8 All deals that the company enters into with the client will be on the basis of the terms and conditions contained in this agreement and such other related agreements or addenda as the company may enter into with the client, or amend from time to time.
- 2.9 Any deal concluded on the phone shall be a verbal contract between the client and the company. The client will be bound to buy or sell the relevant currencies at the exchange rate offered by the company and accepted by the client, subject to these terms and conditions.
- 2.10 The client hereby authorises the company to accept, act and rely upon any instruction that the company reasonably believes to have been delivered by the client. The company has the right, acting reasonably, to decline to accept any instruction.
- 2.11 Where requested, the client will receive an exchange rate quote, which will only be valid for such time as specified at the time the exchange rate is requested.
- 2.12 Before submitting an order or beneficiary details, the client shall ensure that all information is complete, accurate and, if in writing, legible.
- 2.13 The client shall check the deal confirmation for accuracy and if the client discovers or learns of any error, the client must immediately notify the company in writing.
- 2.14 Once an order is accepted by the company on behalf of a client, it cannot be cancelled, withdrawn, or varied in any way without consent of the company. The company will not be liable to the client for any claim which arises as a result of currency fluctuation between the deal and the value date.
- 2.15 The parties agree that (subject to Clause 6) an order shall be binding up on the client once it is submitted to the company. For each order, a deal number will be generated and the deal confirmation will be sent to the client.

3. Liabilities

- 3.1 Whilst the company may provide general information about foreign exchange markets and related matters, the company cannot and does not provide advice. The client shall not place any reliance on the company's opinion of the

merits or otherwise of any currency transaction, market timing, taxation matters or comments made concerning any investment products or markets or other matters whatsoever. The client must make any decision to enter into any deal, or to receive any other services, based on their sole judgment alone.

- 3.2 The company is in no way obliged to accept an order from the client and may refuse any order without giving any reason and without liability for any resultant loss or damages incurred by the client or any other third party.
- 3.3 If the client fails to provide a timely, complete and legible order, the company may be unable to process the order, or may be delayed in processing the order. In this event, the company may elect to hold any settlement amount received pending receipt from the client of the information necessary to complete the transaction; or return such settlement amount to the client. The company shall not be liable for any loss, damage, cost or expense suffered by the client, or any other third party, as a result of any such delay or failure in processing such an instruction.

4. Using the online system

- 4.1 Subject to any restrictions or limitations that the company may impose, and depending on the online system access rights granted to the client, the online system is to be used to obtain exchange rate quotations, to buy or sell currency or to perform currency transfers for legal purposes, on the client's behalf, for commercial purposes. The client agrees not to use, or attempt to use, the online system except for its intended purpose.
- 4.2 For as long as this agreement remains in effect, the company grants the client a non-exclusive, non-transferable, non-sub licensable license to use the online system for the sole purpose of facilitating the service.
- 4.3 The company does not warrant the performance of the online system or the correctness, accuracy or completeness of any information that the client receives via the online system. Any reliance that the client places on the online system is entirely at the client's own risk. The company accepts no liability for any losses caused by any unavailability of the online system, or by any delays or errors in processing online transactions.
- 4.4 The client shall appoint and maintain the appointment of a site administrator and provide the name of this individual to the company. The site administrator shall be designated as the primary client contact (unless the company otherwise receives written notification by the site administrator of a replacement primary contact).
- 4.5 When the access rights to the online system are granted, the access code(s) will be issued by email to the site administrator.
- 4.6 The client must keep the access code(s) confidential and secure and must not disclose the access code(s) to anyone. It is the client's responsibility to ensure that the access code(s) is known to the authorised persons only and the client must procure that the authorised persons do not disclose the access code(s) to anyone.
- 4.7 The client must ensure that all the data, messages and code that are provided by any electronic means do not contain any computer viruses, destructive programs or other devices likely to cause harm to the online system.
- 4.8 The client understands and agrees that the company will report any suspicious behaviour seen on the system, as required under the proceeds of Crime Act 2002, the Anti-Money Laundering Act 2007 and the Counter-Terrorism Act 2008.

5. Termination

- 5.1 At any time either party may suspend or terminate the online license by giving written notice of one week and at such time that the license is terminated, the client's access to the online system will be restricted to read-only access until all outstanding deals have been completed, after which point future access will be prevented.
- 5.2 The company may terminate this agreement if there is a reasonable suspicion of fraud, or if there is a reasonable request to do so by any agency or body with appropriate authority including, but not limited to, law enforcement or regulatory agency. Under such circumstances, the company may retain any settlement amount received, if required to do so by any such agency or body.

6. Cancellation

- 6.1 The client may cancel an order, provided that the cancellation request is

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received by the company before the onward payment is released to the beneficiary. Where the onward payment has not been released, the instruction will be cancelled, as per the client's request and the company will advise the client of the cancellation. Cancellation will involve the reversal of the original position taken by the company to provide for the client's deal and it is the client's responsibility to fully consider the losses which may be incurred when cancelling the service because the client agrees to fully indemnify the company against any and all losses, costs, damages, charges and expenses (including but not limited to, any foreign exchange losses) incurred by the fulfilment of any such cancellation.

- 6.2 The company shall be entitled to cancel any order, irrespective of whether a deal confirmation has been issued, or whether the settlement amount has been received by the company, where carrying out the order would be unlawful, illegal or would contravene the requirements of any regulatory authority, or the client becomes insolvent, goes into liquidation, administration or receivership.
- 6.3 The company shall be entitled to prevent access to the online system if the client is in breach of these terms and conditions, or where the company suspects any unauthorised or fraudulent use of the service, and/or the online system. If any instruction is cancelled or access to the online system is prevented, the company will inform the client as soon as possible and the client further agrees to indemnify the company, in full, against all losses, costs, damages, charges and expenses (including, but not limited to, foreign exchange losses) incurred in connection with any such cancellation or withdrawal of access.

7. Settlement

- 7.1 Notwithstanding the provisions of Clause 8, the client agrees that all settlement amounts shall be delivered from an account bearing the client's name. Under no circumstances will cash payments be accepted.
- 7.2 The client agrees to promptly deliver the full settlement amount, in cleared funds, to the company, or any outsourcing partner chosen by the company. If the settlement amount is not received by 12:00 (noon) within two business days following the deal, the company shall have the right to suspend, cancel or terminate any order, or the service, and to reverse the original position taken by the company to cover the deal and/or initiate any proceedings necessary to recover any balance due. Such steps shall be at the company's sole discretion, and the client agrees:
- i) That the company shall have no liability to the client and the client waives any claim or action against the company in the event of such cancellation, suspension or termination
 - ii) To fully indemnify and hold the company harmless from any liability, claims, damages, and costs (including but not limited to foreign exchange losses) and all reasonable fees incurred as a result of the client's failure to pay and the company's effort to collect any balances due. The client agrees that the company may recover interest upon any unpaid amounts due at the rate of two per cent per annum above the base rate from time to time of HSBC Bank PLC, London plus any reasonable legal costs incurred by the company.
- 7.3 The client understands that banks have specified cut-off times for the receipt and dispatch of electronic payments and agrees that the company has no responsibility for any delay in the onward payment attributable to the late arrival of the settlement amount, relative to the cut-off times of the designated bank.
- 7.4 Without limiting the client's obligations under 7.2, in the event that any cheque delivered by the client is dishonoured by the client's bank, the company will charge, and the client agrees to pay, all processing costs associated with each returned cheque.
- 7.5 The client understands that the company will provide settlement instructions and agrees that if the settlement amount is delivered in a way other than according to the instructions from the company and there are intermediary banking charges, outside the control of the company, that are taken along the way, the client would still be liable for the full settlement amount.
- 7.6 For the avoidance of doubt, unless otherwise agreed in writing, no onward payments of client money or any deal will be made until settlement funds have been received as cleared funds and in full.
- 7.7 Providing the full settlement amount is received the (subject to 7.2), the

company will hold the deal funds until the client provides beneficiary details for onward payment instruction.

8. Incoming payments

- 8.1 The client may instruct a third party to electronically deliver funds for the benefit of the client, providing the transaction has a genuine commercial purpose. Incoming funds will be sent into a segregated correspondent bank account designated, owned and maintained by the company, or any outsourcing partner chosen by the company. The client shall require the third party sender to include the client's name and client ID as the payment reference of any such incoming payment. The company may, at its discretion, attempt to contact any such third party sender in order to source any additional information that may be needed for the processing of the incoming payment. The company shall not be liable to the client for any loss, damage, cost or expense incurred as a result of any delays due to the receipt of incomplete or inaccurate incoming payment information from a third party. Following the receipt and confirmation of the incoming payment, the company shall deduct any applicable fees and deliver the incoming payment to the client.

9. Foreign currency cheques

- 9.1 The company may agree to purchase and convert a foreign currency cheque that has been made out to the client. The client acknowledges and agrees that any foreign currency cheque may be refused at any time and for any reason. The client further acknowledges and agrees that additional information may be requested, at the company's sole discretion, and warrants and represents that the client has the authority to deliver the foreign currency cheque to the company as settlement for a foreign currency conversion.
- 9.2 Any foreign currency cheques that are delivered to the company must be fully endorsed, without restriction or qualification and state the following: "Pay to the order of: Sable International" or other such name advised by the company.
- 9.3 In the event that the company deems, at its sole discretion, that the foreign currency cheque(s) is invalid, or if it is returned to the company as non-negotiable, returned for insufficient funds, or otherwise not accepted by the receiving bank, the foreign currency cheque shall be returned to the client and the client agrees to immediately reimburse the company for any losses, charges or fees that may have been incurred (including, but not limited to, any foreign exchange losses).
- 9.4 The client agrees to indemnify the company against any damages, losses, costs and expenses that the company may incur in connection with the company's acceptance, negotiation or purchase of any foreign currency cheque including, but not limited to, any bank processing charges within the encashment process which may result in less than the full settlement amount arriving on the company account as cleared funds.
- 9.5 The client agrees to indemnify the company against any damages, losses, costs and expenses that the company may incur in connection with the company's acceptance, negotiation or purchase of any foreign currency cheque including, but not limited to, any bank processing charges within the encashment process which may result in less than the full settlement amount arriving on the company account as cleared funds.

10. Assignment

- 10.1 The client may not transfer or assign its obligations under this agreement to any other third party. The company may, at its sole discretion, assign this agreement within the group, or delegate certain rights and responsibilities under this agreement to third parties without notice to the client.
- 10.2 The company may transfer its obligations to any legal successor.
- 10.3 Any assignment of rights or obligations shall not materially affect the service.

11. Intellectual property

- 11.1 All intellectual property rights (IP), and the content therein, pertaining to the online system will remain vested in the company, and will remain the exclusive property of the company, or the third parties that licensed them to the company and are protected by copyright law or other intellectual property laws.
- 11.2 The client recognises the copyright and intellectual property rights pertaining to every page of the website and agrees not to reproduce

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any parts thereof into any other websites, electronic retrieval systems, publications or otherwise.

12. Restrictions

- 12.1 The client shall not recreate, copy, modify, or distribute the online system, or create derivative works from it, or permit its disassembly, reverse engineering, or otherwise attempt to ascertain any source coding or internal workings.
- 12.2 The client agrees not to create any links to the company website without written agreement.
- 12.3 The client's account will be suspended if there passes a period of one (1) year of non-use. In order for the client to submit an order after such period of dormancy, the client will be required to undergo re-accreditation in order to ensure that the company's policies, including but not limited to the KYC policy, are fully adhered to.

13. Data protection

- 13.1 The client acknowledges that, in order for the company to perform any of the service hereunder, it will be necessary for the client to provide the company with certain information. Confidential client information does not include information that is, publicly known or available, or is lawfully received from a third party.
- 13.2 The company shall not disclose, sell or otherwise transfer any confidential client information to any third party other than the company's contractors, business partners, affiliated entities, credit reference and fraud prevention agencies and financial institutions. The company retains the right to disclose such confidential information to any third party if such a disclosure is required by applicable law or regulation.
- 13.3 Where the company uses confidential client information with credit reference and fraud prevention agencies, this will be to verify the client's, or persons associated with the client's, identity for the purposes of opening an account and providing the service.
- 13.4 The company can, at its sole discretion, contact any payee in order to provide the delivery of the service, including (but not limited to) maintenance of remittance bank details (account details, routing numbers).
- 13.5 These terms and conditions are not intended to or shall not be construed to:
- i) Preclude, restrict or prevent the company from establishing or maintaining a commercial relationship with any payee that is separate and distinct from the service provided to the client
 - ii) Relieve the client of its responsibility to ensure the accuracy of all payee data contained in any order. The company agrees that any beneficiary details received from the client shall not be disclosed to any third party, except as necessary to deliver the service, for the company's own business purposes.
- 13.6 The client further acknowledges that, in order to carry out the service, on occasion, the company will be processing personal data under the Data Protection Act 1998. Personal data may also be passed to relevant third parties (including, but not limited to banks, credit reference, fraud prevention agencies) in order to carry out the service. Personally identifiable information may also be transferred to, and processed by, one or more companies affiliated with Sable International, some of which may be located outside of the United Kingdom.
- 13.7 The company will retain, and in course duly and appropriately destroy, all client data as governed by the Data Protection Act 1998 and in accordance with the FCA regulations.

14. Know Your Client (KYC) obligations, declarations and warranties

- 14.1 The Money Laundering Regulations 2007 require the company to conduct due diligence in relation to the identity of each client and the nature of their business. The client agrees to provide the company with all information requested for KYC procedures.
- 14.2 The client understands and agrees that the company will create a client profile from the KYC procedures and will report any suspicious behaviour deemed ill-fitting of such a client profile, as required under the Proceeds of Crime Act 2002, the Money Laundering Regulations 2007 and the Terrorism Act 2006.
- 14.3 For the company to do business with the client, the company will be relying on the following declarations, representations and warranties. The company shall

deem that the client will be repeating them every time an order is placed with the company, or the client enters into a contract.

- i) The client is acting on their own behalf, for a commercial purpose.
- ii) The settlement (whether currency or Pounds Sterling) is legally and beneficially the client's and has not been obtained by illegal means.
- iii) All information provided by the client is accurate and not misleading and the client has not withheld any material information from the company.
- iv) The client has provided correct and up-to-date contact details.
- v) The client will have, and will maintain in effect, all the necessary consents, authorisation and approvals to enter into a deal.
- vi) The person or persons committing to each deal for the client has, or have, been duly authorised to do so.
- vii) By giving the company an order, or committing to a deal, the client will not be in breach of any law or regulation in any relevant jurisdiction.
- viii) The client is making their own decision about entering into a contract and is not relying on any communications (written or verbal) from the company as recommendation or investment advice.
- ix) The client has not received any assurance or guarantee as to the expected result of the deal. The client is capable of evaluating and understanding (through independent professional advice where deemed appropriate by the client) and understands and accepts the terms, conditions and risks of any deal.
- x) The client has reached their own conclusions about the contract and any legal, regulatory, tax, accounting or economic consequences arising from the contract, and has concluded that the contract is suitable for the client's own investment objectives, financial capabilities and expertise.
- xi) The client has reviewed the specific terms and provisions of the agreement in respect of prevailing industry practice and have concluded that such terms and provisions and the rights, duties and obligations imposed hereunder, are commercially reasonable as a general matter and specifically in light of such industry practice.

15. Miscellaneous

- 15.1 Neither party may use the other's name, brand or logo in any marketing collateral including, but not limited to, new releases advertisements and brochures, without the written consent of the other party.
- 15.2 The company will respond to any reasonable client request for copies of historical transactions including, but not limited to, deal confirmations and SWIFT copies and the client agrees that any costs associated with retrieving and providing such information will be payable by the client.
- 15.3 The client acknowledges that the company shall have no responsibility for any of the client's tax liabilities or for any confirmation over what, if any, taxes apply to any of the client's deals and shall not be responsible for notifying the client of a change in tax law or practice.
- 15.4 The company may record telephone conversations with or without the use of a warning tone and these recordings may be used as evidence of deals entered into, or in relations to disputes, as well as for on-going quality control and training. The company may also maintain a record of all emails sent or received. All the recordings and records will be maintained at the company's absolute discretion and are the property of the company and can be used in the case of a dispute. The company does not guarantee that such recordings will be maintained or that they will be made available to the client.
- 15.5 The company fully adheres to the Payment Services Regulations 2009, found at www.legislation.gov.uk/uksi/2009/209/pdfs/uksi_20090209_en.pdf
- 15.6 If the client is dissatisfied with the service and wishes to raise a complaint, the client must follow the complaints procedure. In the first instance client is to initiate the complaint verbally, in writing or by email directly to the company. Such a complaint should be addressed to the Head of Compliance. The company will then reply within seven (7) working days. If the complaint is not resolved to the satisfaction of the client, the client retains the right to refer the matter to the Financial Ombudsman Service for adjudication. This should be presented in writing, to South Quay, 183 Marsh Wall, London E14 9SR.

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