MONEX EUROPE LIMITED
PRIVATE CLIENT
TERMS AND CONDITIONS

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

NOTICE: The definitive binding version of the terms and conditions as amended from time to time is the English language version and, in the event of any discrepancy between any translations of the Terms into a language other than English, the English language version of these Terms shall prevail

Monex Europe Limited ("MEL")

TERMS AND CONDITIONS

These terms and conditions as amended from time to time ("Terms") are incorporated into all contracts between MEL and the Client in relation to the provision of e-money services, Foreign Exchange Services and Money Remittance Services by MEL to the Client.

Please note that some of the services we offer are not regarded as regulated activities for the purposes of the Financial Services and Markets Act 2000 ("FSMA"), the Payment Services Regulations 2017 or Electronic Money Regulations 2011 and are therefore not subject to protections under that legislation.

Monex Europe Limited (FRN: 998114) is authorised and regulated by the Financial Conduct Authority as an Authorised Electronic Money Institution, with permission to issue electronic money (e-money) and provide payment services.

MEL supplies unregulated Foreign Exchange Services consisting of the buying and selling of deliverable currencies for its clients for their commercial requirements. MEL does not provide Foreign Exchange Services for investment or speculative purposes (as defined by FSMA). MEL also provides the Client with payment and electronic money services regulated under the Payment Services Regulations 2017 and Electronic Money Services 2011.

These Terms govern the services provided by MEL. MEL's services comprise:

a) the purchase and sale of deliverable currency in accordance with the Client's instructions to enter into Same Day Contracts, Next Day Contracts, Spot Contracts and Forward Contracts;

b) the acceptance of instructions to place Limit Orders and to place Stop Losses;

c) payment services involving the delivery of currency by electronic transfer;

d) issuing electronic money and the provision of Electronic Money Services; and

e) such other services as are detailed in these Terms or may be communicated by MEL to Client from time to time.

1. DEFINITIONS

1.1 **"Accepted Currency"** means a Major Currency, Minor Currency or Exotic Currency. MEL may change a currency's designation from Major Currency to Minor Currency, or Minor Currency to Exotic Currency or vice versa without notice to the Client and at its sole and absolute discretion.

1.2 **"Adverse Market Movement"** means an adverse movement in the foreign exchange market between the Buy Currency and the Sell Currency which MEL determines would result in a loss to MEL if the Client failed to perform the Contract.

1.3 **"Affiliate"** means any undertaking in the same Group as MEL.

1.4 **"Agreement"** has the meaning given in the Application Form.

1.5 **"Application Form"** means the application form by which the Client agrees to these Terms and makes certain elections and representations in connection with these Terms.

1.6 **"Applicable Regulations"** means all laws and regulations from time to time in force relating directly or indirectly to the buying or selling of currency including, without limitation, the Money Laundering Regulations 2017, the Proceeds of Crime Act 2002, the Electronic Money Regulations 2011, the Payment Services Regulation 2017 and MiFID II together with any law or regulation enacted in the United Kingdom that establishes a regime that is equivalent, or substantially equivalent, to that applying under any or all of the foregoing and each as may be amended or supplemented from time to time.

1.7 **"Approved Third Parties"** means a party making a payment that has satisfied MEL's screening requirements, including, but not limited to, money laundering screening and sanctions screening.

1.8 **"APP Fraud"** means any fraud in which the Client is tricked into authorising a payment to another party, typically through social engineering, deception, or manipulation. This includes, but is not limited to, cases where fraudulent or misleading communications, such as emails, phone calls, or texts, are used to persuade the Client to transfer funds to an account controlled by a fraudster.

1.9 **"Authorised Person"** means a person authorised by the Client on Monex Pay to give on behalf of the Client Trading Instructions and or Payment Instructions and or other instructions and or to use and otherwise access the Client's Online Account and/or give instructions to MEL's dealing desk. Notification of this person's status to MEL and the type of instructions they can give to MEL may only be given by the Clients on Monex Pay and the Client shall provide such information to MEL as the Monex Pay platform requires.

1.10 **"Balance"** is the balance of the Sell Currency required to settle a Forward Contract.

1.11 **"Business Day"** means a day on which commercial and clearing banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England.

1.12 **"Buy Currency"** means the foreign exchange currency bought in accordance with the terms of the Contract.

1.13 **"Client"** means the party receiving MEL's Foreign Exchange Services pursuant to these Terms as identified in the Application Form.

1.14 **"Client E-Money Account"** means the electronic money account set up for the Client by MEL on Monex Pay which provides the Client with the ability to: (i) load and store electronic money balances; (ii) fund Contracts and the Foreign Exchange Services using their electronic money balance; (iii) receive Third Party Payments; and (iv) provide Payment Instructions in relation to electronic money stored on the Client E-Money Account.

1.15 **"Client Online Account"** means an internal ledger account, (and is neither a bank account nor an e-money account), set up for the Client by MEL on Monex Pay which gives the Client the ability to give Payment Instructions in relation to Buy Currency in accordance with a Contract, which is not a Client E-Money Account.

1.16 **"Contract"** means a foreign exchange contract entered into between MEL and the Client subject to these Terms under which MEL agrees to buy the Sell Currency supplied by the Client and the Client agrees to buy the Buy Currency for delivery of the Buy Currency supplied by MEL on the Delivery Date.

1.17 **"Contract Date"** is the date when the Contract is entered into between MEL and the Client as specified in the Contract Note.

1.18 **"Contract Note"** means MEL's written document setting out the details of the Contract which is sent by MEL to the Client following receipt from the Client of the Order, Limit Order or Stop Loss and its acceptance by MEL.

1.19 **"Currency Appendix"** means the currency appendix of MEL as set out in the Contract Note and as updated from time to time.

1.20 **"Delivery Date"** means the date when MEL's bank is instructed to send the Buy Currency to the Specified Account.

1.21 **"Designated Bank Account"** means the bank account in the Client's own name, designated for the receipt of any funds to be transferred to the Client and identified by the Client in any application for a Client E-Money Account

1.22 **"Direct Investment"** means capital investment in an enterprise, either directly or through a holding company, for the purpose of acquiring a long-term interest and significant control over the management of that enterprise.

1.23 **"Electronic Money"** (e-money) means electronically stored monetary value that may be used for making payments to entities other than the e-money issuer.

1.24 **"Electronic Money Services"** means the issuance of electronic money and services enabling the Client to store electronic money on the Client E-Money Account and to issue Payment Instructions for the execution of Payments using such electronic money, as set out in Parts 2 to 4 of these Terms.

1.25 **"Electronic Money Regulations 2011"** means the Electronic Money Regulations 2011 (SI 2011/99).

1.26 **"Exotic Currency"** means each currency specified as an exotic currency in the Currency Appendix.

1.27 **"Financial Counterparty"** shall have the meaning as given under Article 2(8) of the European Market Infrastructure Regulation.

1.28 **"Force Majeure Event"** means any event which occurs due to reasons outside of MEL's control (including, but not limited to, any natural, systems, facilities, technological, political or other cause and whether in respect of MEL, any trade repository or other service provider, third party or otherwise) and which cannot be overcome by reasonable diligence and/ or without unreasonable expense by MEL.

1.29 **"Foreign Exchange Services"** means the Foreign Exchange Services as set out in clauses 6 to 10 of these Terms.

1.30 **"Forward Contract"** means a Contract where the Value Date is for a period greater than that for a Spot Contract and which is a MiFID Exempt Forward Contract.

1.31 **"Group"** has the same meaning as in Section 421 of FSMA.

1.32 **"Initial Margin"** means the amount of Accepted Currency required to be paid over to MEL by the Client for a Contract calculated by reference to the Margin Rate.

1.33 **"Introducer"** has the meaning given in clause 29.

1.34 **"Limit Order"** means an instruction from the Client to enter into a Contract where the MEL Rate of the Sell Currency as compared to the Buy Currency moves to a specified rate (notified to MEL by the Client prior to the order).

1.35 **"Losses"** means all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and other professional fees).

1.36 **"Major Currency"** means each currency specified as a major currency in the Currency Appendix.

1.37 **"Margin Call"** means a request by MEL to the Client for Initial Margin and/or Variation Margin.

1.38 **"Margin Rate"** means, the rate as a percentage of the notional of the Contract at which Initial Margin is calculated.

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

1.39 **"Mark to Market Valuation"** means the process by which a Contract is determined to be "in-the-money" or "out-of-the-money" or designated as being "onside" or "offside", being the notional or unrealised profit or loss position from hypothetically executing an equal and opposite transaction at prevailing market rates at the time, as calculated by MEL in its sole discretion.

1.40 **"MEL"** means Monex Europe Limited, a company registered in England and Wales with registration number 06014261 and having its registered office at 40 Leadenhall Street, 12th Floor (South), London, EC3A 2BJ.

1.41 **"MEL Buy Currency Account"** means a segregated general client bank account in the name of MEL internally selected by MEL for the receipt of the Buy Currency by MEL from time to time and from which bank account payment of the Buy Currency is made by MEL to the Specified Account.

1.42 **"MEL Group Company"** means separately MEL and any other company or Affiliate of MEL or MEM to whom any rights, benefits or obligations are transferred.

1.43 **"MEL Rate"** is the rate at which MEL is willing to transact business on Limit Orders or Stop Losses.

1.44 **"MEM"** means Monex Europe Markets Limited, a company registered in England and Wales with registration number 08357567 and having its registered office at 40 Leadenhall Street, 12th Floor (South), London, EC3A 2BJ.

1.45 **"MiFID Exempt Forward Contract"** means a Forward Contract that is entered into as a means for facilitating payment for identifiable Goods & Services or Direct Investment, where the Client is not a Financial Counterparty and which is settled physically unless otherwise permissible under the Applicable Regulations.

1.46 **"MiFID II"** means the recast Markets in Financial Instruments Directive (2014/65/EU) and its implementing measures as transposed into national laws and regulations in the UK, together with the Markets in Financial Instruments Regulation (EU) No. 600/2014 and all related implementing or supplementary legislation and technical standards as it forms part of UK domestic law by virtue of section 3 of the EUWA (as amended from time to time).

1.47 **"Minor Currency"** means each currency specified as a minor currency in the Currency Appendix.

1.48 **"Monex Pay"** means MEL's online platform as accessible on the Website for providing Money Remittance Services and Electronic Money Services and other facilities as made available from time to time.

1.49 **"Money Laundering Regulations 2017"** means the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692).

1.50 **"Money Remittance Services"** means the provision of payment services by MEL to a Client without the use of a Client E-Money Account, including the fulfilment of a Payment Instruction, as set out in Parts 2 to 4 of these Terms.

1.51 **"Next Day Contract"** means a Contract where the Value Date is the Business Day after the Contract Date.

1.52 **"Nominated Account"** means a bank account in the name of MEL and nominated by MEL in the Contract Note for the receipt of funds from the Client or otherwise nominated by MEL from time to time.

1.53 **"Order"** means an instruction from the Client to MEL to enter into a Same Day Contract, Next Day Contract, Spot Contract or Forward Contract.

1.54 **"Order Confirmation"** means MEL's written document sent to the Client giving details of the Limit Order or Stop Loss that has been received from the Client.

1.55 **"Payment"** means a payment by MEL to the Specified Account by means of electronic transfer as a result of a Payment Instruction, including a payment of electronic money from the Client E-Money Account.

1.56 **"Payment Account Services"** means the provision of the Client E-Money Account and all services relating to the functioning and operations of such account, including the execution of payment transactions in accordance with Part 2B of these Terms.

1.57 **"Payment Confirmation"** means MEL's written document showing the details of the Payment having been executed.

1.58 **"Payment Instruction"** means an instruction from the Client for MEL to execute a Payment.

1.59 **"Payment Instrument"** means any device or agreed set of procedures enabling the Client to access any accounts, obtain information on the Client's account or give Payment Instructions to MEL.

1.60 **"Payment Services Regulation 2017"** means the Payment Services Regulations 2017 (SI 2017/752).

1.61 **"Payment Value Date"** means the date specified in the pre-payment notification to the Client from MEL or otherwise when the Buy Currency will be credited to the Specified Account.

1.62 **"Privacy Policy"** means the privacy policy of MEL as available on the Website and as updated from time to time.

1.63 **"Same Day Contract"** means a Contract where the Value Date is the same day as the Contract Date.

1.64 **"Sell Currency"** means the foreign exchange currency sold by the Client in accordance with the terms of the Contract.

1.65 **"Specified Account"** means the bank account shown on the Payment Instruction (which must include the unique identifier such as the account name, sort code and account number in the case of a sterling payment and the account name, the Swift Code and IBAN number in the case of certain payments in the European Economic Area) which the Client agrees is the bank account to which the Buy Currency is to be sent by MEL as part of the Money Remittance Services.

1.66 **"Spot Contract"** means a Contract in relation to a Major Currency where the Value Date is two (2) Business Days after the Contract Date or such longer period as is market practice for other currencies.

1.67 **"Stop Loss"** means an instruction from the Client to MEL to enter into a Contract where the MEL Rate of the Sell Currency as compared to the Buy Currency moves below a minimum predetermined target exchange rate (notified to MEL by the Client prior an Order).

1.68 **"Termination Amount"** has the meaning given in clause 9.5.

1.69 **"Termination Currency"** means GBP.

1.70 **"Termination Date"** has the meaning given in clause 9.4.

1.71 **"Termination Notice"** has the meaning given in clause 9.4.

1.72 **"Third Party Payments"** means payments from Approved Third Parties which are received into the Client E-Money Account and which are held by MEL as electronic money for the Client

1.73 **"Trading Instruction"** means an instruction received by MEL from the Client to place an Order, Limit Order or Stop Loss in accordance with these Terms.

1.74 **"Transfer Notice"** has the meaning given in clause 25.2.

1.75 **"UK EMIR"** means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (as amended from time to time), as it forms part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("EUWA") (as amended from time to time).

1.76 **"Value Date"** is the date specified in the Contract Note on which the Sell Currency or the Balance (in the case of a Forward Contract) must be transferred by the Client to the Nominated Account.

1.77 **"Variation Margin"** means the amount of Accepted Currency required by MEL in addition to the Initial Margin, both Initial Margin and Variation Margin as calculated in accordance with these Terms and the Margin Facility Agreement (if any).

1.78 **"Website"** means MEL's website at https://secure.monexeurope.com.

1.79 **"Working Hour"** is an hour between 9 am and 5 pm GMT or BST during a Business Day.

1.80 Unless the context otherwise requires, references to the singular include the plural.

1.81 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.82 References in these Terms to a provision of law is a reference to that provision as amended or re-enacted from time to time.

2. CHANGES TO TERMS

2.1 MEL will from time to time need to makes changes to these Terms. MEL can anticipate some of the reasons why it would be fair to do this, and has listed them below:

a. because of a change in Applicable Regulations;

b. if the change benefits the Client, for example when introducing new products or services or improving existing ones;

c. to reflect a change in MEL's costs in providing the Foreign Exchange, Electronic Money Services and Money Remittance Services;

d. in response to possible risks to the security of the Client Online Account or the Client E-Money Account; and

e. to respond to any other change that impacts how MEL provides the Foreign Exchange, Electronic Money Services and Money Remittance Services.

2.2 MEL may also make changes for any other reason that cannot be foreseen assuming that such a change is a reasonable and proportionate response to a change in circumstances that affects MEL or that MEL reasonably thinks will affect it.

2.3 MEL will notify the Client of any change to these Terms by giving notice and detailing the proposed changes in writing. Where the changes relate to Money Remittance Services or Electronic Money Services, MEL will give no less than two (2) months written notice before the changes take effect. For other changes, MEL will usually give the Client thirty (30) days' written notice of the change, except that MEL may make changes more quickly if MEL believes, in its reasonable opinion, that such changes are not detrimental to the Client. The written notice may take the form of a letter, email or other electronic means and MEL may inform the Client by publishing on its Website such change. If the Client does not agree to the changes, the Client can terminate this Agreement free of charge prior to the changes taking effect by giving notice to MEL. If the Client does not reject the changes, the Client will be deemed to have accepted the change.

3. CLIENT UNDERTAKINGS

3.1 The Client represents and undertakes to MEL on each day that these Terms are in force that:-

(a) the Client has full power and authority to enter into a Contract with MEL;

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

(b) all information provided to MEL by the Client is true and accurate;

(c) the Client will provide full disclosure of any information relevant to any Contract entered into with MEL, including, but not limited to information relating to the Client and its creditworthiness which might or might reasonably be expected to affect MEL's decisions relating to the Client. The Client agrees to notify MEL of any changes from time to time;

(d) the Client has completed and executed the foreign exchange means of payment representation set out at Schedule 1A hereto and agrees that MEL may carry out any checks and may request any information from the Client, which the Client agrees to make available, regarding the financial status of the Client or to enable MEL to comply with the Applicable Regulations and English law and/or make decisions as to whether or not to accept or continue with a Contract;

(e) each Contract entered into by the Client with MEL is for legitimate and legal purposes and where the Contract is a Forward Contract it is a MiFID Exempt Forward Contract;

(f) the Client has the necessary experience and knowledge (i) to understand the risks involved in relation to any Contract entered into and (ii) in relation to foreign exchange markets, products and services;

(g) the Client relies on its own knowledge and judgement when entering into the Contract and does not rely on any view or opinion expressed by MEL; and

(h) the Client has the Sell Currency under its control, has the ability to transfer the Sell Currency to MEL to arrive in cleared funds on the Value Date and is willing and able to accept delivery of the Buy Currency on the Delivery Date.

3.2 The Client agrees to promptly notify MEL should there be any changes to any of the foregoing representations.

4. MEL UNDERTAKINGS

4.1 MEL shall, at all times, perform its obligations and exercise discretion under these Terms with reasonable care, provided that MEL shall not be required to do or cause to be done anything which is contrary to any law, rule or regulation or MEL is otherwise prevented from doing by any law, rule or regulation.

4.2 MEL gives no warranties or representations whatsoever in relation to the exchange rates it provides for any Contract and is under no obligation to provide the best or most competitive exchange rates available.

5. CLIENT FUNDS

5.1 The Client accepts that the nature of the currency markets demands that any currency transaction between the Client and MEL is time critical and therefore time shall be of the essence in respect of any Client obligations.

5.2 Payment Instructions from the Client to MEL in relation to any Money Remittance Service and all matters relating to any and all Payment Instruments are subject to clauses 11 to 18 of these Terms.

5.3 The Client agrees to provide MEL with Initial Margin and/or Variation Margin in accordance with these Terms. All Margin Calls must be satisfied within the time periods specified in clause 8 of these Terms.

5.4 All funds due from the Client to MEL under these Terms shall be made in full without any set-off, counterclaim or deduction whatsoever (including but not limited to bank charges or any Buy Currency relating to any other Contract) and in accordance with these Terms and any additional instructions from MEL.

5.5 MEL is not a deposit taking business. All funds received by MEL are for the specific purpose of Foreign Exchange Services. No interest will be paid to the Client on any funds (including Initial Margin and Variation Margin) received by MEL from the Client for the duration of the Contract.

5.6 While MEL will not charge the Client commission in relation to any Contract, MEL shall be entitled to charge the Client as set out in Part 3 of these Terms and to deduct these charges from monies held by MEL for the Client. In addition, MEL may deduct from a Payment such amounts as MEL may be required by law to deduct for example in respect to taxation liabilities.

5.7 Due to the nature of the currency market, MEL does not offer pre-set fixed rates or spreads in respect of the Sell Currency but quotes rates on a transaction by transaction basis. In most cases, MEL will make the Client aware of all rates and costs prior to entering into a Contract.

5.8 MEL may, upon request from the Client, quote a defined or fixed differential rate away from the market on a per currency pair basis.

5.9 The Client acknowledges that MEL has no obligation to disclose to the Client any profit that it makes on a Contract.

PART 1: FOREIGN EXCHANGE SERVICES

6. CLIENT TRADING INSTRUCTIONS

6.1 All Trading Instructions from the Client to MEL to perform any service or action are subject to and must be made in accordance with these Terms.

6.2 Only an Authorised Person may give Trading Instructions to MEL and may do so by means of telephone or internet communication as set out in these Terms. MEL is entitled to act upon Trading Instructions which are or appear to be from the Client or any Authorised Person on behalf of the Client. It is the Client's responsibility to keep MEL updated as to the list of Authorised Persons and MEL will not be liable to the Client or a third party where it has accepted a Trading Instruction from a person who originally had authority to act on behalf of the Client but who does not now have authority if MEL has not been informed in the correct manner through Monex Pay.

6.3 MEL is not obliged to accept an Order, a Limit Order or a Stop Loss and may refuse to do so at its sole discretion. The reasons why MEL may refuse an Order, a Limit Order or a Stop Loss include but are not limited to circumstances: (i) where MEL cannot support the requested currency pair or the value of the Order or (ii) where MEL has concerns about the Client's status under Applicable Regulations. There may be other reasons why MEL will refuse an order. If MEL refuses an Order, a Limit Order or a Stop Loss, MEL will promptly notify the Client and, where possible and in accordance with Applicable Regulations, will notify the Client of the reasons for the refusal. MEL will not be liable to a Client or any other party for any loss or damages resulting from MEL's refusal to accept an Order, a Limit Order or a Stop Loss.

6.4 Each Order, if accepted by MEL, will result in the Client entering into a Contract and each Contract will constitute a separate severable agreement.

6.5 Where MEL accepts a Limit Order or Stop Loss a Contract will arise immediately upon the Limit Order or Stop Loss being filled by MEL and such date shall be the Contract Date and the Order Confirmation shall be deemed to form the Contract Note in relation to the relevant Limit Order or Stop Loss, as the case may be. MEL will cancel a Limit Order or Stop Loss if clear Trading Instructions from the Client are received by MEL to do so before the Limit Order or Stop Loss is filled by MEL.

6.6 Once a Trading Instruction is given by the Client, the Client may not withdraw or amend it without the prior written consent of MEL. MEL may, in its absolute discretion, refuse to accept such Client requests to withdraw or amend a Trading Instruction.

6.7 Should MEL withdraw or amend a Trading Instruction at the Client's request, the Client shall be liable to reimburse MEL in full, on demand, for any Losses incurred as a result of such withdrawal or amendment.

6.8 MEL reserves the right to require written confirmation of any Trading Instruction, for example where the Trading Instruction appears to be ambiguous, or unclear.

6.9 Whenever an Authorised Person gives a Trading Instruction by telephone or internet communication the Client accepts that MEL cannot absolutely verify that it is either properly placed by the Client or does not contain errors. Trading Instructions are given at the risk of the Client. The Client acknowledges that MEL is under no duty to make any enquiries concerning Trading Instructions sent by telephone or internet communication which are believed by MEL to be genuine Trading Instructions from the Client.

6.10 The Client acknowledges that MEL may record and store all telephone and internet communication. Telephone conversations may be recorded with or without an automatic warning tone. MEL reserves the right to produce and store copies of these communications in a central server and use these copies for the purposes of verifying the details of any Contract or to resolve any disputes between the Client and MEL.

6.11 Although MEL will endeavour to maintain the security and privacy of internet communications, the Client acknowledges that the internet and emails may not be a secure medium for the communication of sensitive information. The Client agrees that communication by email or its use of the Website will be at the Client's own risk.

7. TRADING DOCUMENTATION

7.1 Following receipt of an Order, Limit Order or Stop Loss MEL shall transmit by email to the Client a Contract Note in the case of an Order and an Order Confirmation in the case of a Limit Order or Stop Loss. A failure by MEL to issue a Contract Note or Order Confirmation to the Client will not prejudice the rights and obligations of either party under these Terms.

7.2 If MEL issues a Contract Note or Order Confirmation to the Client any error or omission in the content of such Contract Note or Order Confirmation must be notified to MEL within one Working Hour of its dispatch to the Client. If the Contract Note or Order Confirmation is dispatched outside of Working Hours any error or omission should be notified within the first Working Hour of the next Business Day. Thereafter the Client is deemed to have accepted the content of the Contract Note or Order Confirmation and shall not thereafter be entitled to dispute the content of the Contract Note or Order Confirmation.

7.3 Contract Notes and Order Confirmations are to be sent by email. In exceptional circumstances and upon written request by the Client, they may be sent by post. They shall be deemed to have been received by the Client upon transmission if sent by email and two (2) Business Days from the date of posting if sent by post. Documents shall be sent to the last known email address or postal address given by each party from time to time. It is the duty of the Client to ensure that MEL has up-to-date contact information.

7.4 MEL reserves the right to reissue any Contract Note or Order Confirmation to correct any inadvertent mistake, error or omission and MEL agrees to do so promptly as soon as it comes to MEL's attention.

7.5 In any event the Client is entitled to a copy of the Contract Note and these Terms at any time up and until the later of the termination of the Foreign Exchange Services or the Money Remittance Services.

8. INITIAL AND VARIATION MARGIN

8.1 Any Initial Margin provided by the Client shall vest automatically in MEL on the Contract Date or in any of the circumstances set out in these Terms. The effect of this is that any such cash comprising Initial Margin or Variation Margin, as the case may be, will not be segregated from any cash belonging to MEL and will be used by MEL in the course of its business and the Client will rank as a general creditor of MEL in respect of such cash. In the event of MEL's insolvency, the Client will only have an unsecured claim against MEL for repayment of that cash, and such claim will be subject to the exercise by

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

MEL of any set-off rights that it may have under any agreement that MEL may enter into with the Client, or otherwise under general and applicable law.

8.2 The Client undertakes that any Initial Margin and/or Variation Margin provided by it was at the date of transfer beneficially owned by the Client and was not subject to any charge, lien or other encumbrance. The Client undertakes that it will not create or attempt to create any charge, lien or other encumbrance over the Initial Margin or any Variation Margin.

8.3 Subject to these Terms, MEL reserves the right to make an additional Margin Call at any time and on any number of occasions where there is, in the sole and absolute discretion of MEL:

(a) A deterioration in the financial standing or creditworthiness of the Client;

(b) Concern as to the ability of the Client to settle any of its obligations under a Contract;

(c) A circumstance that justifies such action;

(d) An Adverse Market Movement; or

(e) General market conditions which lead MEL to believe that there may be an Adverse Market Movement.

8.4 An Adverse Market Movement is also deemed to occur where, in MEL's sole determination, the market rate for the Sell Currency to the Buy Currency has moved adversely on a Mark to Market Valuation.

8.5 If the Client fails to comply with any of its obligations under these Terms, the Initial Margin and any Variation Margin may be used by MEL to settle, satisfy or reduce any liabilities of the Client to MEL under these Terms including any Termination Amount and such liability shall be reduced by the amount of the Initial Margin or Variation Margin so applied.

8.6 The Initial Margin and any Variation Margin may be retained by MEL and be either used as part of the Sell Currency payable by the Client in respect to the relevant Contract or put towards a separate Contract in accordance with clause 8.5.

8.7 MEL may at its discretion, upon notifying the Client or at the Client's request, retain the Buy Currency on any one or more Contracts and use it towards settlement of any Initial Margin or Variation Margin or any Sell Currency required on another Contract.

8.8 MEL may at its discretion use the Initial Margin and any Variation Margin in relation to one Contract as Initial Margin or Variation Margin on another Contract with MEL where an Adverse Market Movement has caused the Initial Margin on such Contract to fall short of the Margin Rate.

8.9 In respect of clause 8.5, MEL will exchange currency at the appropriate rate where necessary.

8.10 MEL may at its sole discretion delay calling for Initial Margin or Variation Margin. Any such delay or failure by MEL in calling for Initial Margin or Variation Margin is not and should not be presumed to be a waiver of such right and furthermore, a single or partial exercise of that right is not and should not be presumed to preclude any subsequent or further exercise of that right or moreover the exercise of any other right, power or privilege of MEL pursuant to these Terms, or any other separate agreement.

INITIAL MARGIN REQUIREMENTS

8.11 MEL reserves the right to require the Client to provide Initial Margin for any Contracts where MEL deems it to be necessary or prudent and may make additional Margin Calls.

8.12 With respect to Initial Margin, the Margin Rate is calculated at the relevant time (being the Contract Date in respect of the Initial Margin) as: (a) five percent (5%) in respect of Contracts for Major Currencies;

(b) Between five percent (5%) to ten percent (10%) in respect of Contracts for Minor Currencies as determined by MEL; or

(c) Between ten percent (10%) to fifteen percent (15%) in respect of Contracts for Exotic Currencies as determined by MEL.

8.13 MEL may change the Margin Rate without notice according to market conditions.

8.14 From time to time in exceptional circumstances, upon request from the Client on a case-by-case basis, the Board of Directors of MEL may consider different Initial Margin arrangements.

8.15 For all Forward Contracts the Client must transfer to the Nominated Account or Client E-Money Account the Initial Margin (as instructed by MEL) within one (1) Business Day of the Contract Date and the Balance by 12pm London time on the Value Date. Failure to deliver the full amount of the Sell Currency by 12pm London time on the Value Date constitutes a material breach of these Terms. Any additional Initial Margin requested by MEL pursuant to a Margin Call must be transferred by the Client to the Nominated Account or Client E-Money Account within one (1) Business Day of Monex first communicating the Margin Call to the Client.

VARIATION MARGIN REQUIREMENTS

8.16 Where MEL makes a Margin Call for Variation Margin the Client must transfer to the Nominated Account or Client E-Money Account the Variation Margin within one (1) Business Day of MEL first communicating the Margin Call to the Client.

8.17 Variation Margin is required in relation to an Adverse Market Movement where the market rate for the Sell Currency to the Buy Currency has moved adversely on a Mark to Market Valuation.

8.18 If the Client requests it and it is due, MEL will return the Variation Margin to the Client if there is a correction in the market which cancels out the full Adverse Market Movement but the obligation to return the Variation Margin is subject to 8.19.

8.19 MEL may, at its sole discretion, convert any Variation Margin held by MEL into Initial Margin in relation to any Contract it might hold with the Client.

9. CLOSE OUT OF FOREIGN EXCHANGE CONTRACTS

9.1 For Same Day Contracts, Next Day Contracts and Spot Contracts, the Client must deliver cleared funds into the Nominated Account or Client E-Money Account for the full amount of Sell Currency, less any Initial Margin or Variation Margin, pertaining to that particular Contract already held by MEL on or before 12pm London time on the Value Date, as instructed by MEL. Failure to deliver the full amount of the Sell Currency by 12pm London time on the Value Date constitutes a material breach of these Terms.

9.2 The Client agrees that MEL has the right to close out any Contract and all or any part of any other outstanding transactions with MEL and to cancel any Limit Orders or Stop Losses whenever entered into if:-

(a) The Client fails to transfer the Sell Currency, the Balance, Initial Margin or Variation Margin to MEL or fails to pay any other amounts to MEL when due in accordance with these Terms or Client fails to pay or deliver any amounts due to MEL pursuant to any Margin Facility Agreement;

(b) The Client suffers any form of insolvency;

(c) the Client dies or, in MEL's reasonable opinion, becomes of unsound mind;

(d) The Client is in material breach of these Terms or has materially breached the terms of any other agreement with MEL or any other MEL Group Company and, if the breach is capable of being remedied, has failed to remedy the breach within the time period notified to the Client by MEL;

(e) MEL is requested to do so by any regulatory body or is required to do so by Applicable Regulations;

(f) The Client notifies MEL that it does not intend to proceed with the Contract;

(g) MEL considers that the Forward Contract ceases to be a MiFID Exempt Forward Contract;

(h) any representation made by Client pursuant to these Terms, the Application Form or pursuant to any other agreement entered into between MEL and Client proves to have been incorrect or untrue in any material respect when made or repeated or when deemed to have been made or repeated; or

(i) MEL considers it necessary to do so to prevent serious risk of economic detriment or other harm to MEL.

9.3 If the Client becomes aware of any event referred to in clause 9.2, it shall give MEL notice immediately. MEL will promptly notify the Client if it exercises its rights under clause 9.2.

9.4 If a Contract is terminated pursuant to this clause 9, the effective date of termination will be the date determined by MEL (acting in good faith) (the **"Termination Date"**) and notified to the Client by written notice (the **"Termination Notice"**). The Termination Notice will include the Termination Date and the Termination Amount payable in respect of such termination, calculated in accordance with clause 9.7 below. If the Termination Amount set out in the Termination Notice is a positive amount, the Client agrees to pay MEL the Termination Amount within one (1) Business Day of MEL providing the Termination Notice. If the Termination Amount is a negative amount, MEL agrees to pay the Termination Amount to the Client as soon as reasonably practicable.

9.5 The **"Termination Amount"** means the difference between

(a) the aggregate amounts owed to MEL by the Client, which shall include any and all Losses, costs and expenses incurred by MEL in connection with the termination; and

(b) the aggregate amounts owed to the Client by MEL.

In determining the Termination Amount, MEL will convert amounts into the Termination Currency (being the currency selected by MEL for the purposes of determining the Termination Amount) at the appropriate rate where necessary.

9.6 The Client agrees that MEL's sole liability to the Client in connection with such termination and for the purposes of the Termination Amount calculation shall be to return any amounts the Client actually paid to, and were received by, MEL.

9.7 Should any of the events set out at clause 9.4 above occur, MEL may determine that an event of default or default (howsoever described) shall also occur under any other agreement entered into between Client and any MEL Group Company and MEL or that MEL Group Company, as the case may be shall have all rights and remedies available to it thereunder (as if such event of default or other similar event (howsoever described) had been specified therein and all notices and grace periods had been given or expired). For the avoidance of doubt in relation to any Contract that is documented under or is subject to any other agreement, any termination and close-out of that Contract will be effected pursuant to that other agreement but the amounts payable shall be considered by MEL when calculating the Termination Amount hereunder.

9.8 If MEL cancels out the Contract (that is the Contract does not proceed to delivery of the Buy Currency), the Client shall be liable to MEL for any losses arising as a result of MEL having to reverse the Contract and buy the Sell Currency and sell the Buy Currency to cancel out the Contract. Any such Losses arising must be paid by the Client to MEL within one (1) Business Day of the date that MEL cancels out the Contract or otherwise cancelling the Contract.

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

9.9 If MEL cancels out the Contract MEL is entitled to retain any profit that may arise as result of cancelling the Contract.

9.10 In the event that the Client does not fulfil its obligations under a Contract, the Client will pay any interest charges incurred by MEL as a result of the non-fulfilment of the Client's obligations.

10. MEL LIABILITY FOR FOREIGN EXCHANGE SERVICES

10.1 Notwithstanding any other provision of these Terms, in relation to the provision of Foreign Exchange Services, neither MEL nor its agents or employees shall incur liability to the Client (or any person claiming under or through it) under these Terms for loss arising from or directly connected to:

(a) MEL's inability to fulfil its obligations under these Terms as a result of Applicable Regulations;

(b) a Force Majeure Event;

(c) any acts, omissions or failure of any third party, expect where such act, omission or failure is directly caused by MEL; or

(d) an Order or Payment in respect of which MEL has acted on the Client's direct instructions.

10.2 Notwithstanding any other provision of these Terms, in relation to the provision of Foreign Exchange Services, neither MEL nor its agents or employees shall incur liability to the Client (or any person claiming under or through it) under these Terms for any indirect or consequential loss or damage.

PART 2: MONEX PAY ONLINE

11. CLIENT ONLINE ACCOUNT

11.1 The Client Online Account is not a "Payment Account" for the purposes of the Payment Services Regulation 2017.

11.2 To open a Client Online Account, the Client must provide a username, password, email address, a mobile phone number and two items of memorable information and such other information for security purposes as MEL shall require for each Authorised Person who is entitled to access the Client Online Account. MEL reserves the right to change the requisite security information it requires without giving prior notice to the Client. Each Authorised Person's username and password are personal to that Authorised Person and are not transferable without MEL's prior written consent.

11.3 MEL reserves the right to require the Client to change an Authorised Person's login and security details at any time and for any reason and the Client must promptly change the login and security details of any Authorised Person where MEL asks the Client to do so.

11.4 The Client Online Account may only be accessed by an Authorised Person and the Client agrees that no Authorised Person is permitted to disclose his or her login details to any other person. It is the Client's responsibility to regularly monitor and update the list of Authorised Persons on Monex Pay and to ensure that all Authorised Persons are so authorised.

11.5 MEL shall be entitled not to act on the Client's instructions if it has any grounds for suspecting the user of the Client Online Account is not an Authorised Person, but MEL owes the Client no duty to check that the user is an Authorised Person where the correct login and security details are used to access the Client Online Account.

11.6 The Client must inform MEL immediately by telephone should the Client suspect or discover that (a) someone else knows any Authorised Person's login or security details or (b) that any Authorised Person's login or security details may have been misused or lost or stolen. Subject to clause 22, if any Authorised Person's login or security details have been so compromised or used to access Monex Pay or the Client's Online Account by an unauthorised person then unless the Client has notified MEL, MEL will not be liable to the Client for acting on any instruction received by MEL from that Authorised Person.

11.7 The Client must take all reasonable precautions to keep safe and prevent unauthorised and fraudulent use of Monex Pay and the Client Online Account. These precautions include, but are not limited to, the following:

(a) treating security details as confidential, (b) never sharing or allowing others to use an Authorised Person's login or security details, (c) using anti-virus software, anti-spyware software and a personal firewall to keep personal computer secure, (d) never accessing Monex Pay or the Client Online Account from any computer or mobile device connected to a wireless or local area network such as a public internet access device, (e) never recording security details on any software which retains it automatically, (f) immediately logging off from the Client Online Account once they have concluded their use, (g) always accessing Monex Pay via the Website (and never going to Monex Pay from a link except that from the initial welcome email) and entering security details, (h) always being sure of the identity of the person or company the Client is sending money to and (i) always ensuring that all Authorised Persons lists are maintained and up-to-date and ensuring that access rights are immediately revoked where an Authorised Persons is no longer authorised by the Client.

12. USE OF MONEX PAY

12.1 The Privacy Policy which can be found here (https://www.monexeurope. com/privacy-policy/) governs each Authorised Person's use of Monex Pay.

12.2 MEL reserves the right to change Monex Pay or any feature or facility of Monex Pay or service provided through Monex Pay to the Client. MEL will advise the Client of any such changes by placing a message on the Website login page, through a Monex Pay app or by emailing the Client.

12.3 The Client is responsible for obtaining, maintaining and ensuring compatibility of the Client's own equipment when using Monex Pay. MEL will not be responsible for any loss of or damage to the Client's data, software, computer, telecommunications or other equipment caused by their use of any of Monex Pay unless such loss or damage is directly and solely caused by MEL and such loss or damage was foreseeable.

12.4 MEL does not warrant that the Client's access to Monex Pay and the Client's Online Account will be uninterrupted, continuous or error free or free from infection by viruses or anything else with contaminating or destructive properties.

12.5 The Client must not misuse Monex Pay by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful to computer systems.

12.6 The Client must not gain or attempt to gain unauthorised access to Monex Pay or the Client Online Account or any server, computer or database connected to Monex Pay. The Client must not attack Monex Pay through a denial-of-service attack or a distributed denial-of service attack or do anything that would facilitate or allow such an attack. Any such deliberate action may amount to the commission of a criminal offence and MEL reserves the right to report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the Client's identity to them.

12.7 MEL uses a high level of encryption and the use of such encryption may be illegal in some countries outside of the UK. The Client should ensure that the Client does not knowingly use Monex Pay or any feature of Monex Pay where this is not permitted by the Client's local law.

12.8 MEL will use reasonable endeavours to keep Monex Pay free from viruses and corrupt files.

12.9 MEL shall not be liable to the Client for any loss, expense, damage, delay, costs, or compensation (whether direct or indirect or consequential) which may be suffered by the Client or incurred by the Client arising from or in any way connected with any interruption or inability to access Monex Pay, any errors in Monex Pay, a distributed denial-of-service attack, any viruses or other technologically harmful material that may infect the Client's equipment by accessing or using Monex Pay, any use of Monex Pay that his not permitted by the Client's local law unless such loss or damage is directly and solely caused by MEL and such loss, expense, damage, delay cost of compensation is foreseeable.

13. TERMINATION OF MONEX PAY

13.1 The Client may cancel the Client's access to Monex Pay or the Client's Online Account at any time by contacting MEL via telephone or email. MEL may terminate or suspend the Client's use or the use by their Authorised Persons of Monex Pay or any part of it, at any time.

13.2 Subject to clause 24, MEL will give the Client at least one (1) month's notice prior to the termination of the Client's access to Monex Pay.

PART 2B PAYMENT ACCOUNT SERVICES

14. PROVISION OF CLIENT E-MONEY ACCOUNTS

14.1 A Client may request that MEL open a Client E-Money Account and MEL may, in its sole discretion, accept such request and issue a Client with a Client E-Money Account. Where MEL issues a Client with a Client E-Money Account, the provisions of this Section 2B shall apply in addition to the other provisions of these Terms.

14.2 For the avoidance of doubt, Clients may continue to receive the Money Remittance Services without a Client E-Money Account through the Client Online Account and Monex Pay.

14.3 The Client E-Money Account is a Payment Account for the purposes of the Payment Services Regulations 2017.

14.4 MEL offers Client E-Money Accounts in the currencies communicated to the Client by MEL. For the avoidance of doubt, MEL will not be able to offer the Payment Account Services in respect of currencies that are outside of the scope of this list.

14.5 To open a Client E-Money Account, Clients must provide a username, password, email address, a mobile phone number and two items of memorable information and such other information for security purposes as MEL shall require for themselves and each Authorised Person who is entitled to access the Client E-Money Account, if any. MEL reserves the right to change the requisite security information it requires without giving prior notice to the Client. Each Authorised Person's username and password are personal to that Authorised Person and are not transferable without MEL's prior written consent.

14.6 Where the Client already holds a Client Online Account, MEL may, at its sole discretion, open a Client E-Money Account for the Client using existing information it holds on the Client and any Authorised Person.

14.7 Clients can view any balance held on the Client E-Money Account using Monex Pay. Information relating to any transfers to or from the Client E-Money Account will be made available on Monex Pay.

15. PURPOSE OF THE PAYMENT ACCOUNT SERVICES

15.1 The Client E-Money Account can be used by Clients to: (a) store funds in one or more currencies nominated by the Client; (b) issue Payment Instructions for payments to other payment recipients; (c) receive third party payments; and/or (d) execute Foreign Exchange Transactions in accordance with Part 1 of these Terms, including meeting Initial Margin and Variation Margin requirements.

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

15.2 The Client authorises MEL to debit the Client E-Money Account to meet obligations owed by the Client in relation to the execution of Foreign Exchange Transactions, including, without limitation, to meet any Initial Margin, Variation Margin or Margin Call requirements or the delivery of the Sell Currency due under a Contract.

15.3 MEL reserves the right to change the Payment Account Services or any feature or facility of the Payment Account Services. MEL will advise the Client of any such changes by placing a message on the Website login page, through the Client E-Money Account or by emailing the Client.

15.4 The Client must take all reasonable steps to ensure that the Client E-Money Account is never used for illegal or immoral purposes, nor any other purpose that could harm the MEL brand.

16. USE OF CLIENT E-MONEY ACCOUNTS

16.1 MEL will credit any funds received from the Client or through a Third Party Payment to the Client E-Money Account and shall treat the receipt of any such funds as a request to issue electronic money.

16.2 Payment Instructions in relation to a Client E-Money Account can be given through Monex Pay.

16.3 Client may request redemption of electronic money stored on the Client E-Money Account at any time through Monex Pay. Any redemption from the Client E-Money Account will be to the Designated Bank Account. A fee will be charged for redemption in circumstances where the Client has not entered into any trades in foreign currency and subsequently requires redemption in the same currency as originally held in the E-Money Account. At the time it enters into a trade in foreign currency, the Client will be informed of the amount of any other charges which may be payable if the Client requests redemption of the amounts due into a designated account denominated in any currency other than the Termination Currency. Client may request redemption of electronic money stored on the Client E-Money Account for up to six (6) years following termination of the Terms.

16.4 The Client must comply with all reasonable instructions provided by MEL regarding the security of the Client E-Money Account.

16.5 MEL may require the Client to authenticate any instruction relating to the Client E-Money Account. This could be authenticated, for example, by the provision of log in details, identification, user information or such other authentication methods as determined by MEL from time to time.

16.6 The Client's personal details that are linked to the Client E-Money Account must be kept up-to-date at all times.

16.7 The Client should take reasonable steps to stop its Client E-Money Account from being misused. The Client must maintain adequate security and control of any and all devices, items, IDs, passwords and personal identification numbers and/or codes that the Client uses to access their Client E-Money Account and the Payment Account Services. Such precautions include, but are not limited to the steps listed in clause 11.7.

16.8 The Client must inform MEL immediately by telephone should the Client suspect or discover that: (a) someone else knows the relevant login or security details for the Client E-Money Account; or (b) that any such login or security details may have been misused or lost or stolen.

16.9 The Client is responsible for obtaining, maintaining and ensuring compatibility of the Client's own equipment when using the Payment Account Services. MEL will not be responsible for any loss of or damage to the Client's data, software, computer, telecommunications or other equipment caused by their use of any of the Payment Account Services unless such loss or damage is directly and solely caused by MEL and such loss is foreseeable.

16.10 MEL does not warrant that the Client's access to the Payment Account Services will be uninterrupted, continuous or error free or free from infection by viruses or anything else with contaminating or destructive properties.

17. OPEN BANKING

17.1 The Client may permit authorised third parties to access data or carry out transactions on the Client E-Money Account through the use of third party application programming interfaces and MEL shall permit such access as required by the Payment Services Regulations 2017.

PART 3: ELECTRONIC MONEY SERVICES AND MONEY REMITTANCE SERVICES

18. PAYMENT INSTRUCTIONS

18.1 Only an Authorised Person may give Payment Instructions to MEL. All Payment Instructions should be provided by means of Monex Pay. The Client authorises MEL to accept such Payment Instructions. Payment Instructions given by email or other internet communication are not secure and are sent at the Client's risk.

18.2 MEL will act upon Payment Instructions which are or appear to be from the A uthorised Person on behalf of the Client without further confirmation. MEL reserves the right to require further written confirmation of any Payment Instruction, for example where the Payment Instruction appears to be ambiguous or unclear.

18.3 A Payment Instruction shall be deemed to be received at the time of receipt of the Payment Instruction by MEL unless (a) it is received on a day that is not a Business Day or after 12 pm London time on that Business Day in which case it shall be deemed to have been received on the first Business Day thereafter or (b) the Client agrees with MEL that the Payment Instruction is to take place on a specific day or when MEL receives the Buy Currency.

18.4 The Client may not revoke or amend a Payment Instruction after the end of the Business Day preceding the Delivery Date, without the prior written consent of MEL. MEL may, at its absolute discretion, refuse to accept such Client requests to revoke or amend a Payment Instruction.

18.5 Should MEL revoke or amend a Payment Instruction at the Client's request, the Client shall be liable to reimburse MEL in full, on demand, for any reasonable costs incurred as a result of such revocation or amendment. MEL will notify the Client in writing or by email of any such reasonable costs.

18.6 MEL reserves the right to delay, decline or reverse any Payment Instruction if MEL reasonably suspects that the Payment might be unlawful or might be associated with financial crime/fraud or if it reasonably believes that by carrying out the Payment it might breach its compliance obligations or if the Client is in breach of the Terms. The Client agrees that MEL will not be liable to the Client if MEL delays or refuses to carry out any Payment Instruction in such circumstances.

18.7 Where the Client disputes any executed Payment Instruction entered into through Monex Pay, MEL will investigate the matter in good faith and the Client agrees to fully co-operate with MEL and local law enforcement in any such investigations.

18.8 Where MEL suspects that the Payment might be unlawful or might be associated with financial crime/fraud or it may breach MEL's compliance obligations, MEL will normally contact the Client and will verify their identity by asking them some security questions.

18.9 The Client accepts that MEL may introduce alternative methods of Payment Instrument from time to time.

PAYMENT INSTRUCTIONS RECEIVED BY INTERNET COMMUNICATION

18.10 The Client must provide a username, password, email address, a mobile phone number and two items of memorable information and such other information for security purposes as Monex Pay shall require for each Authorised Person who is entitled to give Payment Instructions by internet communication. MEL reserves the right to change the requisite security information it requires from the Client and it will give the Client reasonable notice of such a change. Each Authorised Person's username and password are personal to that Authorised Person and are not transferable without MEL's prior written consent.

18.11 Whenever Payment Instructions are given by use of the Authorised Person's username and password pertaining to an Authorised Person, the Client authorises MEL to act on those Payment Instructions received.

18.12 The Client agrees that all Payment Instructions by email or other internet communication shall be made at Client's own risk.

18.13 Where a Payment Instruction received by email or other internet communication is later found to be incorrect or to have been intercepted by a third party and altered, the liability for any loss resulting from such incorrect or altered Payment Instruction shall remain with the Client. MEL recommends that Payments Instructions are given by Monex Pay.

18.14 The Client acknowledges that MEL may record and store all internet communications. MEL reserves the right to produce and store copies of these communications in a central server and use these copies for the purposes of verifying the details of any Payment Instructions or to resolve any disputes between the Client and MEL.

18.15 Although MEL will endeavour to maintain the security and privacy of internet communications, the Client acknowledges that the internet and emails may not be a secure medium for the communication of sensitive information. The Client agrees that communication by email or its use of MEL's websites will be at the Client's own risk.

PAYMENT INSTRUCTIONS RECEIVED THROUGH MONEX PAY

18.16 The Client agrees that Authorised Persons with the requisite permissions are authorised to give Payment Instructions to MEL by using Monex Pay.

18.17 Whenever Monex Pay the Client Online Account or the Client E-Money Account is accessed through the login and security details pertaining to an Authorised Person, the Client authorises MEL to act on those Payment Instructions received.

18.18 It is the Client's a responsibility to regularly monitor and update the list of Authorised Persons on Monex Pay and to ensure that all Authorised Persons are so authorised. MEL will not be liable to the Client or a third party where it has accepted a Payment Instruction from a person who originally had authority to act on behalf of the Client but who does not now have authority if MEL has not been informed of any changes in the correct manner by the Client.

18.19 The Client must inform MEL as soon as possible by telephone of any unauthorised or incorrectly initiated or executed Payment Instruction and such notification in any event should be no later than 13 months after the Delivery Date on becoming aware of the unauthorised or incorrectly initiated or executed Payment Instruction.

REFUSAL TO ACCEPT A PAYMENT INSTRUCTION

18.20 MEL reserves the right to refuse to accept or execute a Payment Instruction if:

(a) there are insufficient cleared funds recorded as available for use by the Client on the Client Online Account with MEL or credited to the Client E-Money Account;

(b) the Client is in breach of these Terms, the Application Form or the terms relating to any other transaction with MEL or any MEL Group Company;

(c) MEL has reasonable grounds for suspecting fraud or other unlawful activity in relation thereto;

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

(d) MEL believes there is a significant and detrimental change to the Client's financial standing;

(e) MEL is required to refuse to make the Payment on legal or regulatory grounds; or

(f) MEL believes that execution of the Payment Instruction may have a detrimental effect on MEL's reputation.

(g) If MEL refuses to accept or execute a Payment Instruction it will inform the Client as soon as possible, give reasons for the refusal (unless it is unlawful to do so) and where appropriate give the Client reasonable opportunity to remedy the reason for the refusal.

19. PAYMENT IMPLEMENTATION AND NOTIFICATION

19.1 **Receipt of Sell Currency:**

(a) For Clients without a Client E-Money Account: On receipt of the Sell Currency from the Client into the Nominated Account, MEL will immediately make available details of the receipt of the Sell Currency into the Client's Online Account with the Value Date of the funds credited.

(b) For Clients with a Client E-Money Account: on receipt of the Sell Currency into the Client E-Money Account, MEL will immediately issue electronic money in the value of the Sell Currency and credit the Client E-Money Account with the Value Date of the funds credited as electronic money.

19.2 **Currency Purchase**:

(a) For Clients without a Client E-Money Account: Following receipt of the Sell Currency or the Balance from the Client into the Nominated Account, MEL will sell the Sell Currency and buy the Buy Currency and credit a MEL Buy Currency Account with the Buy Currency. MEL will make available details on the Client's Online Account of the Buy Currency or the Balance credited to a MEL Buy Currency Account. The Buy Currency will be held in the MEL Buy Currency Account until MEL has received the appropriate Payment Instructions from the Client in the prescribed format. MEL will then make Payment of the Buy Currency to the Specified Account from the MEL Buy Currency Account in accordance with the Contract.

(b) For Clients with a Client E-Money Account: Following receipt of the Sell Currency or the Balance from the Client into the Client E-Money Account for the purposes of executing a Contract, MEL will sell the Sell Currency and buy the Buy Currency and issue electronic money in the value of the Buy Currency and credit the Client E-Money Account with the Buy Currency. The Buy Currency will be held in the Client E-Money Account as Electronic Money.

19.3 Banks have specified times of cut-off as shown in the Currency Appendix for the receipt and dispatch of electronic payments. MEL accepts no responsibility for any delay in onward payment attributable to the late arrival of funds or Payment Instruction relative to the cut-off times of the designated bank. MEL will not be under any obligation to transfer the Buy Currency to the Specified Account or execute a Payment Instruction on the Client E-Money Account (as applicable) until it has unconditionally received the Sell Currency in full as cleared funds in the Nominated Account or Client E-Money Account.

19.4 Provided that the full amount of Sell Currency or the Balance is received by MEL before 12 pm London time on the Value Date, MEL will on receipt of a valid Payment Instruction remit the Buy Currency to the Specified Account or execute the Payment Instruction on the Client E-Money Account (as applicable) but not earlier than the Delivery Date.

19.5 Where the full amount of the Sell Currency or the full remaining Balance is received by MEL after 12 pm London time on the Value Date, MEL will, subject to clause 19.2, seek to remit the Buy Currency on the Delivery Date to the Specified Account.

19.6 The Client is liable for all reasonable Losses suffered and costs incurred by MEL or the Client as a result of the Client making payment into the wrong account at MEL or in the wrong currency to MEL.

19.7 MEL shall not be liable to the Client where the Client provides incorrect information in the Payment Instructions and in particular if the unique identifier is wrong.

19.8 MEL shall not be liable for any fees or commissions charged by any intermediary bank (including the Client's bank) when any funds are transferred to any of MEL's bank accounts or to the Client E-Money Account.

19.9 On the Delivery Date, and having received the appropriate Payment Instruction from the Client in the prescribed format MEL shall endeavour to transmit electronically to the Client a Payment pre-notification in English which will set out the details of the Payment which MEL intends to make (which includes the name of the payee, the amount of the payment, the Delivery Date, Payment Value Date, the payee's account details and any applicable charges).

19.10 Once MEL has remitted the Buy Currency to the Specified Account it will endeavour to email the Client a Payment Confirmation which will set out the details of the Payment including the Payment Value Date. Any failure by MEL to issue a Payment Confirmation to the Client does not mean the Payment has not been executed.

19.11 Payment Confirmations and pre-notifications are sent by email. In exceptional circumstances and upon written request by the Client, they may be sent by post. They shall be deemed to have been received by the Client upon transmission if sent by email and two (2) Business Days from the date of posting if sent by post. Documents shall be sent to the last known email address, postal address given by each party from time to time. It is the duty of the Client to ensure that MEL has up-to-date contact information.

19.12 Upon request by the Client MEL will provide the Client with the appropriate SWIFT message confirming either MEL's intention to remit funds or that the funds have been sent or credited as per the Payment Instruction.

19.13 If MEL does not execute, or incorrectly executes a transaction, MEL will without undue delay take the necessary action to rectify the error or omission.

19.14 Where the Client requests information about the execution of a Payment Instruction, MEL will take steps to trace the payment and will notify the Client of the outcome.

19.15 Where the Client provides incorrect information in the Payment Instructions and the funds are consequently transferred to the wrong bank account, MEL will, on being informed by the Client of such an event, make reasonable efforts to recover the funds and cooperate with the payee's bank in taking steps to recover the funds.

19.16 **APP FRAUD**

(a) The Client shall ensure that any Payment Instructions it authorises are made to legitimate beneficiaries and agrees to verify their identities before providing a Payment Instruction to MEL.

(b) The Client undertakes to take all necessary precautions to mitigate the risk of APP Fraud, including but not limited to independently verifying all Payment Instructions, employing robust security measures such as utilising MEL's multi-factor authentication, and adopting any additional security measures that MEL develops over time.

(c) From time to time, MEL may request additional information from the Client to verify the legitimacy of a payment or payment's recipient. The Client acknowledges that failure to comply with such requests may result in delays or prevent the processing of the Payment Instruction.

(d) The Client acknowledges that MEL may delay processing a Payment Instruction for up to four (4) Business Days where there are reasonable grounds to suspect fraud or dishonesty by a third party

(e) The Client undertakes to immediately report any suspicion of being a victim of APP Fraud to MEL at fraud@monexeurope.com. The Client acknowledges that failure to report such incidents immediately may adversely affect the ability to investigate and recover any lost funds.

(f) Where the Client authorises a Payment Instruction that is subsequently identified as APP Fraud, and if the Client failed to exercise reasonable care and caution in relation to such authorisation, the Client shall be held liable for any financial loss resulting from the APP Fraud.

(g) Where the Client has reported Authorised Push Payment (APP) Fraud and has complied with all applicable security measures, MEL, upon notification by the Client, will make reasonable efforts to investigate the APP Fraud and attempt to recover the Client's funds in accordance with its regulatory obligations.

(h) The Client may be entitled to claim a refund if it is determined that MEL did not provide adequate protection against APP Fraud or failed to meet its regulatory obligations regarding APP Fraud prevention.

(i) MEL will not be liable for losses arising from APP Fraud in the following circumstances:

I. the Client has made a payment to another account in their name;

II. the payment was not authorised by the Client;

III. the payment was not in sterling (£);

IV. the payment was an international transaction (where either the sending or receiving account was not located in the UK);

V. the Client was complicit in the fraud (i.e., colluded with the fraudster);

VI. the claim relates to a transaction conducted prior to 7th October 2024;

VII. the claim is made more than 13 months after the payment to the fraudster;

VII. the payment was executed on a payment system other than Faster Payments or CHAPS;

IX. the Client acted with negligence.

(j) If the Client is a victim of APP Fraud, MEL will evaluate the situation based on the Financial Conduct Authority's (FCA) guidelines for APP Fraud reimbursement. If MEL determines that the Client qualifies for compensation under these guidelines, a refund will be issued.

(k) MEL will aim to provide a decision on any refund related to APP Fraud within five (5) Business Days of notification, contingent upon completing the necessary investigation and obtaining relevant information. In exceptional circumstances, this timeframe may be extended to thirty-five (35) Business Days.

(l) If the Client is entitled to a refund, MEL will reimburse up to £85,000 per claim as established by the Payment Systems Regulator for APP Fraud cases. However, MEL may apply an excess of £100 in certain instances, resulting in a maximum refundable amount of £84,900.

(m) If a dispute arises between MEL and the Client regarding an APP Fraud case, MEL will address the dispute according to the FCA's guidelines concerning APP Fraud. Clients who remain dissatisfied with MEL's resolution of their APP Fraud complaint have the right to escalate their complaint to the Financial Ombudsman Service, located at Exchange Tower, London, E14 9SR.

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

20. CHARGES

20.1 MEL will not charge the Client for the remittance of the first Payment of the Buy Currency under the Contract. MEL reserves the right to charge the Client £20 (or the full cost to MEL if higher) in relation to each additional Payment under the Contract.

21. ANTI MONEY-LAUNDERING

21.1 MEL is required by law to conduct ongoing monitoring of all Clients and transactions in order to comply with the Money Laundering Regulations 2017. This includes monitoring Payments and transactions for the prevention and detection of financial crime. To comply with this requirement, the Client is required to:

(a) provide MEL with all information and documents as MEL considers necessary for the opening of the Client E-Money Account and for the establishment of the business relationship;

(b) ensure that such information is correct, accurate and truthful;

(c) execute all documents MEL reasonably requests from the Client from time to time, including any document in order to confirm the relevant tax residence;

(d) notify MEL immediately in writing of any changes in circumstances in respect of (a)-(c) above which might cause the information provided to become incomplete or inaccurate; and

(e) respond promptly and no later than four (4) Business Days from the receipt of any request to any requests for information relating to a Payment.

22. MEL LIABILITY FOR MONEY REMITTANCE SERVICES AND ELECTRONIC MONEY SERVICES

22.1 MEL is required to ensure that Client funds are appropriately safeguarded under the Payment Services Regulations 2017 (for Money Remittance Services) and the Electronic Money Regulations 2011 (for Electronic Money Services) (together, the "Relevant Regulations"). Where MEL holds funds for a Client in a Client E-Money Account or holds a Buy Currency pending a Payment Instruction in the course of providing Money Remittance Services or Electronic Money Services, these funds will, where required, be either (1) held in segregated bank accounts in MEL's name, or (2) invested in secure, liquid assets that meet the criteria set out by the Financial Conduct Authority ("FCA") and placed in a separate account with an FCA-authorised custodian (in each case, the **"Safeguarded Funds"**). All Safeguarded Funds will be held separate from MEL's own funds in accordance with the Relevant Regulations. In the event of MEL's insolvency, the Safeguarded Funds will form an asset pool which is separate from MEL's insolvent estate, and an administrator will be entitled to reimburse Clients from this pool (in priority to other creditors). An administrator's or insolvency practitioner's costs will be paid from the Safeguarded Funds in priority to other claims. For the avoidance of doubt, Safeguarded Funds are not protected by the Financial Services Compensation Scheme ("FSCS"). For the further avoidance of doubt, Initial Margin and Variation Margin, or any other funds held by MEL which are unrelated to Money Remittance Services or Electronic Money Services, are not Safeguarded Funds.

22.2 Subject to clause 22.3, MEL shall not be liable to the Client for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with any delay, failure or error in making any Payment pursuant to a Contract where such delay failure or error is caused directly or indirectly by:-

(a) Failure or error or essential maintenance or critical change or, repairs or alteration of any computer system or communications system or transmission link of any kind under the control of a third party; or

(b) The acts or omissions of any third party; or

(c) MEL or any bank making necessary enquiries as required by present or future Applicable Regulations.

22.3 The Client might be entitled to claim a refund in relation to a Payment made under a Payment Instruction or any payment where:

(a) The payment was not authorised under these Terms; or

(b) MEL has incorrectly or defectively executed the Payment.

22.4 If the Client is entitled to a refund MEL will reimburse interest and charges the Client has incurred as a result of the incorrect or defective execution of the Payment or an unauthorised execution of a payment transaction.

PART 4: GENERAL APPLICATION

23. DISPUTES AND COMPLAINTS

23.1 MEL will deal with any complaint by a Client in accordance with MEL's Complaints Policy which can be found here: https://www.monexeurope.com/ complaints-policy.

FOREIGN EXCHANGE SERVICES

23.2 If a dispute arises between MEL and the Client at any time with respect to the Foreign Exchange Services. MEL may take any reasonable action which it deems necessary and appropriate with respect to the Contract, including closing out any Contract. Where practicable MEL will provide Client with notice prior to taking any such action and agrees in good faith to consult with Client to endeavour to promptly resolve any such dispute in good faith.

MONEY REMITTANCE SERVICES AND ELECTRONIC MONEY SERVICES

23.3 The Client may notify MEL if it is dissatisfied with any aspect of the Money Remittance Services or Electronic Money Services and MEL will seek to resolve that matter as soon as possible. The Client must notify MEL by telephoning MEL's Operations Department on the numbers given in the welcome email or settlement reminder or emailing compliance@monexeurope.com or writing to the Compliance Department at 40 Leadenhall Street, 12th Floor (South), London, EC3A 2BJ.

23.4 If MEL issues a Payment Confirmation to the Client, the Client should review the Payment Confirmation and notify MEL of any errors as soon as possible.

23.5 The Client must inform MEL as soon as possible by telephone where the Client believes there has been any unauthorised or incorrectly initiated or executed Payment Instruction and such notification in any event must be made no later than 13 months after the Delivery Date but as soon as possible on becoming aware of the unauthorised or incorrectly initiated or executed Payment Instruction. If the Client does not notify MEL within these timescales the Client will lose any right to a refund under clause 23 of the payment made.

23.6 Where MEL establishes that the Payment was not authorised by the Client or incorrectly executed MEL will refund the amount of the Payment and where appropriate restore Client's Online Account, Nominated Account and/or MEL Buy Currency Account, as the case may be, to the state it was in before the Payment was made. Notwithstanding any other provision, the Client's maximum liability in respect of an unauthorised payment will be £35 unless the Client is found to have acted fraudulently or negligently or allowed another person to use its account.

23.7 MEL may make such reasonable investigations and enquiries as are necessary to establish whether or not the Payment Instruction given by the Client has been properly authorised or executed.

23.8 If the unauthorised transaction arises from the Client having acted fraudulently or negligently the Client will be liable for all Losses incurred.

24. GENERAL TERMINATION RIGHTS

24.1 The Client may terminate these Terms at any time without reason by giving at least one (1) month's prior written notice to MEL.

24.2 Client may terminate these Terms with immediate effect by written notice to MEL upon the occurrence of an act of insolvency with respect to MEL.

24.3 MEL may terminate this Agreement at any time without reason by giving at least two (2) months' prior written notice to the Client.

24.4 MEL may terminate this Agreement immediately without notice (in whole or in part) if:

(a) the Client is using the Foreign Exchange Services and / or Money Remittance Services fraudulently or illegally;

(b) MEL is required to do so by Applicable Regulations or a regulator;

(c) in MEL's view (acting reasonably), MEL must do so to fulfil its legal or regulatory obligations; or

(d) the Client is in serious and repeated breach of these Terms.

24.5 Otherwise, MEL may suspend or terminate these Terms and/or Foreign Exchange Services and / or Money Remittance Services (in whole or in part) at any time with immediate effect by giving notice if:

(a) the Client breaches any material representation or warranty or is otherwise in material breach of these Terms;

(b) the Client breaches or otherwise fails to comply with any Applicable Regulations;

(c) MEL has any material concerns over the adequacy of the information the Client has provided;

(d) the Client suffers an insolvency event, including but not limited to the filing of a bankruptcy petition;

(e) an applicable regulatory or law enforcement authority initiates a criminal, regulatory or enforcement action, or investigation against the Client;

(f) there is any other change in the Client's circumstances (including a deterioration in or change to the Client's financial position) which MEL considers materially adverse to the continuance of the Foreign Exchange Services, Electronic Money Services and/or Money Remittance Services; or

(g) a Force Majeure Event occurs.

25. ASSIGNMENT

25.1 The obligations under these Terms bind, and the rights will be enforceable by, the parties and their respective successors and permitted assigns.

25.2 MEL may, at any time, transfer all or any part of its rights and obligations under these Terms to any MEL Group Company by delivering to the Client a written notice of transfer (a **"Transfer Notice"**) specifying the MEL Group Company to which any such transfer is to be made and the date of the transfer and the Client agrees to take such actions as MEL may reasonably require to effect such transfer. On delivery of a Transfer Notice to Client, and to the extent set out in any such Transfer Notice, MEL and the Client shall be released from obligations to each other and the MEL Group Company or MEL Group Companies specified in the transfer notice and Client shall assume all of the rights and obligations to each other (and to any other MEL Group Companies) under these Terms (or any other terms as specified in the Transfer Notice) as were previously owed to or by MEL and the rights and obligations under any other terms detailed in the Transfer Notice.

25.3 The Client may not assign or transfer any of its rights, benefits and/ or obligations under these Terms, any Contract or any contract entered into under these Terms or declare a trust of any such rights without the prior written consent of MEL. The Client's obligations may not, without the prior written consent of MEL, be performed by anybody else. Any purported assignment or transfer, declaration of trust or performance of obligations without such consent will be invalid.

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

26. STATEMENTS, NOTICES AND COMMUNICATIONS

26.1 MEL will provide the Client with a monthly statement by email. In exceptional circumstances, MEL will provide the Client with statements via an alternative medium but MEL reserves the right to charge the Client £10 per statement provided in another medium.

26.2 All notices will be in English, unless agreed by both MEL and the Client. If required by the Client the Terms and any notices may be translated in to another language but only at the Client's expense.

26.3 Notices in writing will take effect:-

(a) If delivered personally or by courier, at the time of delivery to the address;

(b) If sent by first class pre-paid post, two (2) Business Days after posting; or

(c) If sent by fax or email, at the time of its transmission, unless (in the case of (a) and (c) above) the date of that delivery (or attempted delivery) or that transmission, as applicable, is not a Business Day or that communication is delivered (or attempted) or transmitted, as applicable, outside Working Hours on a Business Day, in which case that communication will be deemed given and effective on the first following day that is a Business Day.

27. FORCE MAJEURE

27.1 MEL will not be liable to the Client for failure to perform or delay in performing any of its obligations in relation to a Contract in so far as the performance of such obligations is prevented by a Force Majeure Event. For the avoidance of doubt, a Force Majeure Event does not include an Adverse Market Movement or an event causing an Adverse Market Movement but does include MEL being unable to obtain Buy Currency due to any circumstances beyond its reasonable control.

27.2 If MEL is unable to perform or is delayed in performing its obligations in relation to a Contract due to a Force Majeure Event, MEL shall promptly notify the Client of the occurrence of a Force Majeure Event and use all reasonable endeavours to continue to perform its obligations in relation to the Contract.

28. SET-OFF

28.1 Subject to Applicable Regulations, MEL may at any time, without prior notice to the Client, set-off any sum payable by MEL or any MEL Group Company to the Client against any sum payable by the Client to MEL or any MEL Group Company. To the extent that any sums are so set off, they will be discharged promptly and in all respects.

28.2 MEL will give notice to the Client of any set-off effected under this clause 28.

28.3 For the purpose of this clause 28, MEL may convert one amount into the currency in which the other is denominated at a rate of exchange selected by MEL in its reasonable discretion.

28.4 If an obligation is unascertained, MEL may in good faith estimate that obligation and set off in respect of the estimate, subject to accounting to the Client when the obligation is ascertained.

28.5 Nothing in this clause 28 shall be effective to create a charge or other security interest. This clause 28 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which MEL is at any time otherwise entitled (whether by operation of law, contract or otherwise).

29. MISCELLANEOUS

29.1 In cases where the Client is introduced to MEL through a third person such as a business introducer or associate or affiliate (**"Introducer"**), the Client acknowledges that MEL is not bound by any separate agreements entered into between the Client and the Introducer. It is also made clear that the Introducer is not authorised by MEL to bind MEL in any way, to offer guarantees against Losses, to offer Foreign Exchange Services or legal, investment or tax advice on MEL's behalf. It is also noted that the Introducer is not authorised by MEL to collect money from Client. The Client acknowledges that MEL may enter into commission sharing arrangements for the introduction of Clients and may require certain personal data to be shared.

29.2 No person who is not a party to a Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract. MEL does not owe any fiduciary duties to you in connection with these Terms. You should seek your own independent advice before signing these Terms.

29.3 These Terms together with the Application Form, Contract Note and Order Confirmation shall constitute the whole agreement between the parties in relation to a Contract and supersede any previous arrangement, understanding or agreement between them relating to a Contract (unless specified otherwise). The Client acknowledges that, in entering into an agreement with MEL, it does not rely on any statement, representation, assurance or warranty of MEL or any of its employees or agents other than as expressly set out in these Terms unless agreed in writing by two directors of MEL.

29.4 A failure or delay in exercising any right, power or privilege in respect of these Terms will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

29.5 Should any of these Terms be deemed unenforceable or illegal, the remaining Terms will nevertheless continue in force and effect.

29.6 The Client hereby declares that, to the extent applicable, the Client is in compliance with the provisions of the Foreign Account Tax Compliance Act (**"FATCA"**) and the Client hereby undertakes to ensure the compliance of the provisions of the FATCA (to the extent applicable) at all times. The Client agrees to indemnify MEL against all Losses which it may incur as a result of the Client's failure to comply with its obligations under FATCA. MEL reserves the right to request, and the Client has the obligation to provide MEL with documentary evidence to validate the Client's U.S. /non-U.S. status for FATCA purposes and to determine the Client's tax residency to ensure MEL's compliance with the legal and regulatory requirements adopted in the applicable jurisdictions including but not limited FATCA.

29.7 In circumstances where, pursuant to the Contract, monies are owed by the Client to MEL, the Client shall be obliged to make payment of the same when due in accordance with the Contract. The Client shall not be entitled to avoid, delay or reduce its obligation to make payment when due under the Contract by reference to, or in reliance on, any actual or alleged counterclaim or set off. The Client shall not be entitled to raise any alleged counterclaim or set off in response to any statutory demand, winding up petition, bankruptcy petition or other insolvency proceedings brought by MEL in relation to monies owed pursuant to the Contract (including in order to dispute that such monies are owed to MEL).

29.8 In circumstances where, pursuant to the Contract, monies are owed by the Client to MEL and the Client fails to make payment of the same when due in accordance with the Contract MEL shall be entitled to assume that the Client is insolvent and unable pay its debts as they fall due. In that case, MEL reserve the right to take appropriate further action, which may include the commencement of insolvency proceedings against the Client for the full amounts owed, including interest and costs.

30. PERSONAL INFORMATION

30.1 In this clause 30:

(a) "DPA" means the Data Protection Act 2018 as amended, extended or re-enacted from time to time; and

(b) the terms **"Personal Data"**, and **"process"** shall have the meanings given to them in the DPA.

30.2 The Client acknowledges that MEL may process Personal Data about the Client in accordance with MEL's Privacy Policy, which can be found here https://www.monexeurope.com/privacy-policy/.

31. GOVERNING LAW AND JURISDICTION

31.1 These Terms (including any non-contractual obligations arising out of or in connection with these Terms) are governed by and shall be construed in accordance with English law.

31.2 Each party to these Terms submits to the non-exclusive jurisdiction of the courts of England and Wales over any dispute, action or proceeding arising out of or relating to these Terms.

31.3 For the avoidance of doubt, Clause 31.2 is not intended to limit the Client's rights under mandatory statutory consumer protection regulations and does not preclude the Client from commencing a dispute arising out of these Terms in any court of competent jurisdiction located in the Client's jurisdiction of domicile.

32. LANGUAGE

32.1 The Client acknowledges that, while all or any part of these Terms may be made available to the Client and may be translated from English into another language, the definitive binding version of the Terms is the English language version and, in the event of any discrepancy between any different translations of the Terms, the English language Terms shall prevail.

Monex Europe Ltd.
40 Leadenhall Street
12th Floor (South)
London EC3A 2BJ
T: +44 (0)203 650 6300
E: compliance@monexeurope.com

SCHEDULE 1A – FOREIGN EXCHANGE MEANS OF PAYMENT REPRESENTATION INTRODUCTION

The financial regulations which came into effect on 3rd January 2018 require that persons trading foreign exchange (FX) forward transactions with EU financial institutions will have to provide a representation that all their FX transactions are excluded from these regulations on the basis they are entered into for the purposes of payment facilitation.

BACKGROUND

FX forwards used for the purposes of payment facilitation (eligibility criteria below) will not be classed as financial instruments. Rather they will be treated in the same way as spot FX, and will therefore not be subject to certain financial regulations (such as MiFID II and UK EMIR).

PAYMENTS FACILITATION ELIGIBILITY CRITERIA

FX forwards will qualify for the means of payment exclusion if they meet the following criteria:

1. The FX forwards are traded for the purpose of facilitating payment for identifiable goods or services (for example, entering into an FX forward in order to pay an upcoming invoice in a foreign currency, or in preparation of an upcoming purchase in a foreign currency, as opposed to trading FX forwards for speculative purposes); and
2. The FX forwards are traded bilaterally, as opposed to on a regulated trading venue. The Financial Conduct Authority has provided some examples of scenarios that would fit within the exclusion. Please see the different examples below.

CONSEQUENCES IF TRADING FALLS OUTSIDE OF THE FX MEANS OF PAYMENT EXCLUSION

If you are not eligible for the exclusion, or do not wish for the exclusion to be applied to your FX transactions, then you may be eligible to execute FX transactions through our sister company, Monex Europe Markets Limited (**"MEM"**). Please contact your designated dealer or sales representative to discuss this further.

FOREIGN EXCHANGE MEANS OF PAYMENT REPRESENTATION

By signing and agreeing to these Terms, you represent that:

1. Each and every FX transaction entered into on or after the date below between the Client and Monex is a **'Means of Payment Transaction'** pursuant to Article 10(b) Commission Delegated Regulation (EU) 2017/565;
2. "Means of Payment Transaction" means a transaction that is physically settled (otherwise than by reason of a default or other termination event), is entered into in order to facilitate payment for identifiable goods, services or Direct Investments and is not traded on a trading venue;
3. You have read this Schedule 1A and the explanatory information provided by Monex, sought independent advice where necessary, and understand what is meant by a Means of Payment Transaction; and
4. The Client will notify Monex or MEM, as the context may require, of any transaction that does not qualify for the payment exclusion prior to entry into the relevant transaction (e.g. trading is for speculative purposes or for the purposes of general hedging of balance sheet).

MEANS OF PAYMENT – EXAMPLES OF CONTRACT TYPES

CONTRACT TYPE	EXEMPT?
Flexible forward where full amount can be settled at any time or defined fixed period up to maturity date	Yes if for means of payment for identifiable goods, services or direct investment
Flexible forward contract where customer draws down early up to maturity	Yes if for means of payment for identifiable goods, services or direct investment
Large forward contract to cover multiple smaller payments for goods	Yes because the whole contract has been identified as for goods, services or direct investment
Forward contract that is "rolled" once	Potentially available if the original contract was for means of payment for identifiable goods, services or direct investment and the delivery/payment date has changed to the new rolled date
Non-deliverable forward	Not exempt because is not delivered