

HIFX TERMS & CONDITIONS

Private client brokerage service

V.11.05

Interpretations: See page 2

1. Instructions

1.1 The Client will place an Order orally or in writing, which HIFX may accept orally or in writing. Each Order will be subject to these Conditions. HIFX will not be obliged to accept an Order and may refuse to do so without giving any reason. HIFX will have no liability to a Client for any resultant loss or damages suffered by the Client or any other party as a result of HIFX's refusal to accept an Order. No agreement for the Service will come into force until the Order Confirmation. Each Order if accepted by HIFX, will constitute a separate severable agreement.

1.2 The Client acknowledges that HIFX may record and store all telephone conversations with or without an automatic warning tone. HIFX reserves the right to produce and store a transcript of the recorded telephone conversation and use either the transcript or the recording of the telephone conversation for the purposes of verifying the details of an Order or to resolve any disputes between the Client and HIFX in respect of the Service.

1.3 The Client will be solely responsible for ensuring that the details it supplies to HIFX to enable HIFX to perform the Service, including without limitation the Client's contact details and the details of the Order and the Account are true and accurate and will not withhold or omit any information that would render those details false or inaccurate. The Client agrees to notify HIFX immediately it becomes aware of any error or change in the details it has supplied to HIFX.

1.4 The Client warrants that they will, on request, supply HIFX with all the information and documentation necessary to enable HIFX to comply with relevant English legislation pertinent to the Service including without limitation the Money Laundering Regulations 1993 (as amended).

1.5 The Client will supply to HIFX, on request, a specimen signature. A signature substantially resembling the specimen will be sufficient for HIFX to authenticate an instruction as being from the Client.

2. The Service

2.1 The Client warrants that they have full capacity to place an Order and that, in so doing, they are acting as principal only and not as agent for any third party whose identity has not been disclosed to HIFX at the time the Order is placed and that each Order is for non-speculative purposes only. The Client further warrants to take physical delivery on the Value Date of the purchased currency after payment to HIFX of the Sale Currency in full and in cleared funds.

2.2 HIFX cannot provide the Client with any investment advice including, without limitation, on the merits of a particular Order or its likely implications, nor can HIFX advise the Client on any investment products. The Client warrants that in placing an Order, it has relied purely on its own judgement and has not relied on anything not expressly contained within these Conditions. No Order may be altered, cancelled or withdrawn following Order Confirmation without the express written consent of a HIFX director.

2.3 HIFX reserves the right to require written confirmation of any Order or Client instruction.

3. Financial provisions

3.1 In the event of a Spot Trade, the Client will pay the Sale Currency in full into the Nominated Account on such date or dates as HIFX might direct, but no later than by 12pm on the second Working Day after the relevant Order.

3.2 In the event of a Forward Trade, the Client will immediately pay into the Nominated Account in cleared funds a Margin of 10% of the full amount of the Sold Currency, or such other percentage as HIFX may specify and will pay any outstanding balance of the Sale Currency into the Nominated Account not later than one Working Day before the Value Date of the particular Forward Trade.

3.3 In the event of a Same Day Trade the Client will pay the Sale Currency into the Nominated Account by no later than 12.00 on a Working Day, unless HIFX stipulates otherwise.

3.4 Unless otherwise specified in writing by HIFX, all payments due from the Client to HIFX pursuant to these Conditions will be made in the currency specified in the Contract Note without set-off, counterclaim or deduction whatsoever.

3.5 HIFX will make any payments to the Client under an Agreement in full unless required by law to deduct sums in respect of any taxation liabilities.

3.6 Banks have specified times of cut off for the receipt and dispatch of electronic payments. HIFX accepts no responsibility for any delay in onward payment attributable to the late arrival of funds or instruction of payment relative to the cut off times of the designated bank.

3.7 HIFX reserves the right to make a Margin Call to re-establish the Margin to the original percentage level agreed for the particular Trade if the Margin subsequently falls below the applicable threshold for that Trade as set out below as a result of an adverse market movement:

- (a) in the event an initial Margin of 10% falling to or below 5%
- (b) in the event an initial Margin of 15% falling to or below 10%
- (c) in the event an initial Margin of 20% falling to or below 15%.

3.8 In the Event of a Margin Call being made the Client shall pay all those monies required pursuant to the Margin Call within twenty four hours of HIFX first communicating the Margin Call to the Client. The Client's failure to do so shall be a fundamental breach of the Conditions of the Trade in question and shall entitle HIFX, without prejudice to any other remedy available, to immediately and without notice to the Client terminate the Trade without liability.

3.9 The Client undertakes that the Margin or such other funds to be provided as security for the Client's obligations hereunder will be beneficially owned by the Client and will not be subject to any charge, lien or other encumbrance and the Client will not create any charge, lien or other encumbrance over any funds so provided.

3.10 The Margin will vest automatically in HIFX in any of the following circumstances:

- 3.10.1 on the Value Date;
- 3.10.2 the Client is in breach of any of the Conditions;
- 3.10.3 in the circumstances set out in Condition 4.1.4.

3.11 All funds provided by the Client under an Agreement (whether as security or otherwise) may be appropriated by HIFX in the event that HIFX incurs any liability in relation to a Trade or Trades, is exposed to increased market risk (as HIFX in its discretion may decide) in respect of any Trade or in the event that the Client is unable to pay its debts or fails to comply or breaches these Conditions.

3.12 HIFX reserves the right to charge the Client interest in respect of the late payment of any sum due under this agreement (as well after as before judgment) at the rate of five per cent per annum above the base rate from time to time of Barclays Bank Plc from the due date therefore until payment.

4. Duration, termination

4.1 HIFX will have the right to close out all or part of any Trade from the market without notice to the Client of the Client's liability upon or at any time after the happening of any of the following events:

4.1.1 the Client fails to make any payment for a Service when due and in accordance with the Conditions;

4.1.2 the Client materially breaches any of the Conditions or fails to comply with its obligations to HIFX in respect of a Trade or is materially in breach of any statute or regulation;

4.1.3 it becomes or may become unlawful for HIFX to maintain or give effect to all or any of the obligations under the Conditions or otherwise to carry on its business or if HIFX is requested to close out a Trade (or any part thereof) by any regulatory authority whether or not the request is legally binding or if HIFX in its absolute discretion considers it desirable or necessary to do so for its own protection;

4.1.4 in the event that the Client becomes unable to pay its debts as they become due or has a bankruptcy position presented against them or the Client proposes a form of composition or arrangement to its creditors or if the Client ceases or threatens to cease to carry on all or a part of its business;

4.1.5 any of the events specified above or anything analogous thereto occurs under the laws of any applicable jurisdiction.

4.2 If the Client becomes aware of the occurrence of any event referred to in this Condition 4, they will give HIFX immediate written notice of such event.

5. Limitation of Liability

5.1 The following provisions set out HIFX's entire liability to the Client for any losses, costs (including legal costs), damages, expenses, taxes, charges or any other liability whatsoever ("Claim").

5.2 The limitation and exclusion of liability is set on the basis that the Client is aware of the volatility of the foreign currency market.

5.3 HIFX will not be liable to the Client for any Claim which arises as a result of currency fluctuation between the Order Confirmation and the Value Date, or as a result of the Client's non-compliance with Condition 1.3 above.

5.4 HIFX excludes all further liability including indirect loss that for the purpose of these Conditions includes loss of profits, goodwill, anticipated savings, loss caused by the failure or delay of any third party in the transmission, provision or delivery of any Service or any other type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable.

5.5 Subject to provisions of this Condition 5, HIFX's total aggregate liability to the Client for any Claim incurred as a direct result of HIFX being in breach of the Conditions or negligent in the performance of the Service will not exceed the lesser of the total Sale Currency paid by the Client in respect of the Order giving rise to the Claim or £500,000.

5.6 The Client will indemnify and keep HIFX indemnified against all liabilities incurred by HIFX in the proper performance of its services or the enforcement of its rights hereunder and, in particular, without prejudice to the generality of such indemnity against all amounts which HIFX may certify to be necessary to compensate it for all liabilities sustained or incurred by HIFX (including but not limited to HIFX's loss of profits) as a result of:

5.6.1 any default in payment by the Client of any sum under the Conditions when due or any other breach by the Client of these Conditions;

5.6.2 HIFX doing and taking all and any actions and steps whatsoever to carry out the terms of any Client instructions whether oral or written from or purporting to be from Authorised Persons for such purpose pursuant to and in accordance with Condition 2 above; or

5.6.3 HIFX exercising its right under Conditions 4.1.1, 4.1.2, 4.1.4 or where appropriate 4.1.5 to close out all or any part of any Trade and in such event HIFX will have the right, as an alternative to its right to seek an indemnity from the Client, to set-off against any Client monies held by HIFX any amounts owed by the Client to HIFX in respect of any Service.

6. General

6.1 Nothing in these Conditions are intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce an Agreement;

6.2 The Client agrees that nothing in these Conditions will be deemed to create a partnership, joint venture or agency relationship between the parties.

6.3 Condition 5 will survive termination of any Order made under the Conditions.

6.4 These Conditions constitute the entire agreement and understanding of HIFX and the Client and supersede all oral communications and prior writing relating to it (with the exception of the Contract Note) although, subject to the provisions of Condition 5.3, 5.4 and 5.5, liability for fraudulent misrepresentation or fraud is not excluded.

6.5 HIFX may amend these Conditions by notice in writing to the Client at any time and such amendment will be binding with the agreement of the Client from the date of such notice. Any such amendment will not be retrospective or affect any rights or obligations that may already exist in respect of any Order.

6.6 Should any of the Conditions be deemed unenforceable or illegal, the remaining Conditions will nevertheless continue in full force and effect.

6.7 The Client may not assign or otherwise transfer the benefit of any agreement without the express written consent of HIFX. HIFX may assign and/or novate its rights and obligations under the Conditions to any third party and the Client hereby consents without reservation to any such assignment or novation.

6.8 Any failure by either party to exercise and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this agreement will not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.

6.9 If any of the Conditions conflicts with the Contract Note, the Contract Note will prevail.

6.10 Any reference in the Conditions to the singular will where appropriate include the plural.

6.11 These Conditions will be governed and construed in accordance with English Law and any dispute pursuant to these Conditions will be determined by the English Courts.

Interpretation:

In these terms and conditions ("Conditions"), unless the context requires otherwise:

"Account" means the bank account notified by the Client to HIFX into which any sums due from HIFX to the Client pursuant to any Order will be paid.

"Agreement" means any agreement between HIFX and the Client incorporating the Conditions.

"Client" means the individual who places an Order having signed and returned a copy of these Conditions to HIFX.

"Conditions" means these terms and conditions.

"Contract Note" means HIFX's written document setting out the details of the Order which will be sent to the Client following the Order Confirmation.

"Forward Trade" specifies a transaction where the Value Date is later than two working days after the instruction.

"HIFX" means HIFX Plc whose registered office is at Morgan House, Madeira Walk, Windsor, Berkshire, SL4 1EP.

"Margin" means the deposit or advance payment required by HIFX from the Client in advance of each Trade with the exception of a Spot Trade.

"Margin "Call" means request by HIFX to the Client to provide such additional amounts (not exceeding the full amount of the Sale Currency) as it may reasonably require on account of an adverse exchange rate movement between the date of contract and the Value Date.

"Nominated Account" means the bank account nominated by HIFX from time to time into which the Sale Currency and/or Margin will be paid.

"Order" means the Client's oral or written request for HIFX to perform the Service on the Client's behalf.

"Order Confirmation" means when HIFX confirms the details of the Order to the Client by telephone.

"Sale Currency" means the sums payable by the Client to HIFX in consideration of the Service including, without limitation, any Margin or Margin Call.

"Same Day Trade" means to sell a Sale Currency in Sterling, Euro, Canadian Dollars or US Dollars for Purchase Currency which differs from the Sale Currency, being in Sterling, Euro, Canadian Dollars or US Dollars, by the end of the same Working Day subject to clause 3.3.

"Service" means HIFX's execution of a Trade on the Client's behalf.

"Spot Trade" means a transaction where the Value Date is two working days after the date of instruction.

"Trade" means each transaction to purchase and deliver currency for the Client including, without limitation, a Forward Trade, Same Day Trade or a Spot Trade.

"Value Date" means the date on which the currency transaction reaches value with the counter-party specified by HIFX.

"Working Day" means 09.00 to 17.30 on any day when the clearing banks in London are open for business.

Data protection declaration

Any personal data that the Client supplies to HIFX to enable HIFX to perform the Service is protected by the Data Protection Act 1998. You agree that HIFX may use such personal data for the purposes of performing the Service, assessing the risk of performing the Service (including conducting credit searches), for the purposes set out in Condition 1.2 and to enable HIFX to enforce its rights under the Conditions, if necessary. HIFX may also use this information for promotional purposes including, without limitation, to share the personal data with businesses in our Group and with selected third parties whom we believe have products or services that may be of interest to the Client. To prevent HIFX using such personal data for promotional purposes, please advise HIFX in writing.

Foreign Exchange Services For Individuals Application Form (page 3 of 3)

Client names: ("the Client") **Applicant 1 (A1)**
Applicant 2 (A2)

Address:
.....
.....

Post code: **E-mail:**

Tel no:..... **Fax no:**

Specimen signatures: **A1**..... **A2**

Reason for needing currency:

BEST RATE CURRENCY SERVICES to Overseas Property Online.com, Mortgage Shop.com & OPO Management Ltd recommended clients

Registration Checklist: Please tick each box to confirm

Applicants must provide TWO forms of authenticated identification. In order to have your ID authenticated you simply need to have someone outside of your immediate family sign the copies and state "authenticated as a true copy of the original" including their full name, address and contact numbers.

- Authenticated proof of ID either a black and white copy of your passport **photo** page or **photo ID drivers licence**.
- Authenticated proof of address (bank statement or utility bill) **must be less than 3 months old**.
- The dealers telephone lines are digitally recorded at all times. Once a deal has been agreed it cannot be cancelled.
- HIFX dealers cannot predict future exchange rates.
- Having instructed an HIFX dealer to buy currency you will be sent a contract note or invoice. If you do not receive the contract note you must inform your dealer within 48 hours.
- If you book a "forward contract" HIFX require a part-payment of 10% initially and the 90% balance on maturity of the contract.
- HIFX can only accept payment from the client's own bank account and not from a third party, unless prior arrangements have been agreed. (E.g. from your lawyer's account). HIFX accepts payment by cheque to a maximum of £50,000.
- HIFX cannot accept payment by cash under any circumstances.

HIFX is the only currency broker to have eliminated all bank receipt charges. As a result we guarantee that you will not have to pay any receipt charges when sending funds abroad - should a client incur charges, HIFX will refund them in full upon receipt of proof from the bank in question.

The Client confirms that the following provisions of the Service, as further set out in HIFX's Terms and Conditions for the provision of Foreign Exchange Service for Individuals ("the Conditions"), have been explained by HIFX and accepted by the Client.

1. The requirement to deposit the Margin stipulated by HIFX and any further amounts pursuant to Margin Call on Forward Trades.
2. The requirement to meet the payment deadline times for Same Day Trades, Spot and Forward Trades.

I/we wish to engage HIFX plc to provide the Service pursuant to the Conditions.

I/we warrant that the above information is correct and that any changes will be notified immediately to HIFX plc in writing.

I/we confirm that I/we have read, understand and agree to be bound by all of pages 1 – 3 inclusive of the HIFX plc Terms & Conditions.

For the avoidance of doubt by agreeing to these terms and conditions the Client is not placing an Order, or agreeing to place any future Orders with HIFX, save that when an Order is placed with HIFX the relationship between HIFX and the Client shall be governed by these terms and conditions

Signed by "the client" (First applicant A1, joint application A1 and A2)

Signature: **A1** **A2**

Name: **A1** **A2**

Date: **A1** **A2**

Retain pages 1 and 2 for your reference; complete and return this page to HIFX via post, fax or email. If you fax or email this page please ensure you send a hard copy in the post.