



INTERNATIONAL TRANSFERS (UK) LTD CLIENT TERMS AND CONDITIONS

There are two versions of the International Transfers Client agreement: the Personal or individual agreement and the Business or Legal entity agreement. When an application is started on the web form, the pathway is chosen at the outset for either Personal or Business users.

For ease of use both versions of the client agreement are attached to this document however the version that applies to your specific application are determined by the path you selected during your initial application. If there is any doubt which application path you selected please contact International Transfers.

[Personal Client Agreement](#)

[Business Client Agreement](#)

[Download PDF Copy of Agreement](#)



INTERNATIONAL TRANSFERS CLIENT TERMS AND CONDITIONS

LEGAL ENTITY CLIENT AGREEMENT

The following terms and conditions apply to “the Customer(s)” being any Legal Entity who is transacting: for their own account and/or any legally authorized person or appointed trading authority on a Legal Entity account. International Transfers. complies with the Regulations established by the Financial Conduct Authority (FCA) for Money Service Businesses (MSB) and Payment Service Providers (PSP), <https://www.legislation.gov.uk/uksi/2017/692/contents/made>

The Customer(s) and Agility Forex (UK) Ltd operating as International Transfers (the Company, International Transfers) are the Parties to this agreement. The Customer and Agility Forex agree to the following:

1 Terms of this Agreement

1.1 For Legal Entities - International Transfers is a Doing business as brand of Agility Forex (UK) Ltd. The service is owned and operated by Agility Forex (UK) Ltd, 24 Old Queen Street, London, United Kingdom, SW1H 9HP, a UK registered company (12992671) and authorized by FCA (firm reference number 942039) a wholly owned subsidiary of Agility Forex Ltd (BC0960601). These terms and conditions apply to private clients ("you") who are dealing with International Transfers ("us" or "we") as a Legal Entity, including but not limited to a Corporation, Sole Proprietor, Partnership, Not for Profit Organization or Registered Charity through our Website. In this agreement the terms ‘International Transfers, the Company, us and we’ all refer to International Transfers.

1.2 Use of Agent - To operate an account for a Legal Entity, there must be a legally authorized person acting as the appointed Agent. A legally authorized person is defined as one who has been appointed to represent and sign on behalf of the Entity. Typically, through Resolution of the Entity. Please note any individual authorized to act on behalf of the Entity will be required to meet Know Your Client and ID verification requirements.

1.3 Structure of this Agreement - This Agreement comprises the entire agreement between the Parties with respect to the use of the Services of International Transfers by the Customer. The Terms and Conditions of this agreement apply to all Transactions you subsequently enter into with us.

1.4 Other Documents – The following documents are available on our website under ‘Legal’ (www.internationaltransfers.co.uk) and you acknowledge that you have access to them.

- I. Anti-Money Laundering Certification,
- II. Privacy Statement,

III. Website User Agreement

When signed into the International Transfers trading platform, you will also have access to these Terms and Conditions as well as our Complaints Handling Policy and Privacy Statement

2 Definitions

Authorize means authorize the stage of a Transaction when we transmit your funds from our account to your nominated Recipient account.

Authorized Signatory means an individual appointed and legally authorized by you to provide Instructions to us on your behalf.

Beneficial Owner any individual who exercises ultimate control over the management of a Legal Entity account, and/or any individual who ultimately owns or controls (whether directly or indirectly) more than 25% of the shares or voting rights in the Legal Entity

Booking means booking a Transaction by providing us with all of the relevant Transaction details.

Business Day means a day on which we are open for business which does not include Saturday and Sunday, New Year's Day, Christmas Day, Boxing Day, Good Friday and all British statutory holidays.

Business Relationship means a business, professional or commercial relationship between International Transfers and a customer, which arises out of the business of Agility and is expected at the time when contact is established to have an element of duration.

Close Out means reversing a Transaction in the circumstances set out in Section 8 or otherwise pursuant to this Agreement.

Transaction Confirmation means a written communication, however described, provided by us confirming the details of any Transaction that you have booked by telephone, email or online.

Delivery Date means the date on which we have requested that you deliver your funds to our account for transmission.

Insolvency Event means:

(a) a receiver, manager, trustee, administrator, controller or similar external administrator is appointed over any of the assets or undertakings of the Client;

(b) the Client is or becomes unable to pay its debts as and when they are due;

(c) the Client ceases to carry on a business;

(d) an order is made for the winding up or dissolution of the Client otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the Client.

Instructions means a request made by you to enter into a Transaction and shall be taken to include any information, communications or documents incidental to or relating to a Transaction whether we process the Transaction or not.

Legal Entity means an entity that is a Corporation, partnership, Fund, or unincorporated Not for Profit Association, Registered Charity or Religious organization.

Maturity Date means either the Business Day selected by the Customer for the settlement of a Trade or if the Customer does not select a Business Day for the settlement of a Trade, then two (2) Business Days following an executed Trade.

Order Confirmation means the notification we send you confirming the details of the Order you have entered into with us.

Order means a limit order pursuant to which you may instruct us to enter into a Transaction only when a Target Rate has been reached.

Partner means an Individual who works with International Transfers on a contract basis for client referrals.

Platform means the International Transfers online dealing platform

Rate means the foreign currency exchange rate that we quote you for a Transaction.

Recipient Account means the account to which you are sending your funds.

Required Amount means the British Pounds sterling (GBP) amount that is payable by you for a particular Transaction as set out in the Transaction Details.

Spot Contract means a foreign exchange contract under which we agree to exchange money at an agreed rate within 48 hours of the contract being entered into.

Target Rate means the rate at which an Order is triggered.



Transaction means a Spot Contract, or an Order, and shall be taken to refer to a series of transactions pursuant to standing instructions given by you.

Websites means any websites owned by us.

3 Representations and Warranties

You represent and warrant to International Transfers that:

- (1) You are a legally authorized individual (eg. Director, Officer, Partner, Trustee) or appointed User – as detailed in Schedule 1 of these Terms and Conditions.
- (2) You are acting for the exclusive benefit of the Legal Entity (Customer) and not on behalf of a Third Party.
- (3) The Business documents provided, supporting your role and responsibility for the Legal Entity, are current and valid
- (4) You have a valid commercial reason for entering into each Transaction and will not enter into any Transaction for speculative trading purposes;
- (5) In making your decision to enter into a Transaction, you will not rely on any market- related information that may be provided from time to time by us on our website or by our employees or consultants.
- (6) Execution of this Agreement and performance of your obligations under this Agreement will not violate any statute, regulation or bylaw
- (7) All information provided by you to the Company is true, correct and complete and you will notify the Company promptly if that information changes.
- (8) Any change in Legally Authorized persons, Officers or Directors or Beneficial Ownership will be reported to the Company promptly and no later than 10 business days.
- (9) You understand failure to update your account information may result in refusal to process, or close out of a Transaction.
- (10) International Transfers does not provide investment or tax advice

Your Indemnity - You agree to indemnify us for any costs, expenses or fees we may incur as a result of your failure to perform your obligations under this Agreement, whether they arise under Section 9 or in some other way. This includes any legal costs that we may incur in order to enforce our rights or recover any amounts you owe us. You also agree to indemnify us for any fees, costs, duties and taxes charged by third parties in relation to the Transactions you enter into, including fees charged by your Recipient bank, whether or not those fees or charges were notified to you in advance.

You are responsible for keeping your user name and password private and responsible for access to your account on our platform once you have logged in. When we act on instructions from your account you agree to indemnify us for all losses arising from unauthorized access to your account unless these losses arise due to negligence on our part. Where we are liable for any unauthorized transaction we will credit your account with any money lost up to the amount of the transaction. We will have no further liability to you.

You will be responsible for all losses if you have acted without reasonable care or you have acted fraudulently. Once you have notified us of any unauthorized access to your International Transfers account we will suspend your account and you will not be responsible for any unauthorized instructions carried out after this point.

4 Limitation of Liability

International Transfers will not be liable to the Customer for any loss, costs or damages incurred resulting from the Customer's use of the International Transfers online dealing platform or non-use if the platform is unavailable, with exception to issues directly caused by Agility. Whilst we do everything in our power to ensure the speedy transmission of funds, we cannot guarantee that delays in the transfer of funds won't happen and cannot accept any liability to you for any loss resulting from such a delay.

No Liability for Delays - You acknowledge that delays in the transmission and receipt of payments may occur. In particular, you acknowledge that we operate an online dealing platform that could be subject to technical, or other, problems, the nature and duration of which may be beyond our control. Any claim that Agility has breached our side of contract, must demonstrate the Customer at least "substantially performed" their own obligations. Our service also involves the use of intermediaries who are outside our control. Accordingly, while we do everything in our power to ensure the timely transmission of funds, we cannot guarantee that transfers of funds will always be made on time and cannot accept any liability to you for any loss suffered by you as a result of any delays in the transmission of funds.

Liability Limited - We do not in any circumstances assume liability to you in excess of the amount of money you have actually paid to us in relation to any particular transaction. We will not be liable to you for any form of consequential damages or loss that you may suffer as a result of:

- (i) delays in the transfer of your funds that are outside our control or resulting from your failure to meet contractual obligations, or
- (ii) our refusal at any time to transfer your funds regardless if related to Regulatory, Legislative or Policy decisions.
- (iii) communication malfunctions

You acknowledge that a "common mistake" is independently defined from the mistakes that may take place between quotes and acceptance (where no agreement has been entered into). Furthermore, that a "mistake about identity" resulting from a fraudulent misrepresentation will automatically make the contract void.

Without in any way limiting the effect of this paragraph or any other paragraph of this agreement, "consequential damages" shall be taken to include damages arising from:

- (i) loss of business,



(ii) loss of opportunity to realize a gain as a result of foreign exchange fluctuations;

(iii) loss of any other opportunity, or

(iii) loss of interest on funds.

For the avoidance of doubt and without limiting any other provision of this Agreement:

(a) if your funds fail to reach your Recipient Account as the result of a mistake made by us, we will credit your Recipient Account in the full amount of the funds you expect to receive but that shall be the full extent of our liability to you;

(b) if we Close Out or refuse to process one or more of your Transactions for any reason, we shall refund to you any funds that we hold on your behalf by way of Advance Payment or otherwise, but that shall be the full extent of our liability to you.

(c) While transactions can be entered in the system at any time, settlement will take place during business hours and is dependent upon on banking partners. Typically, M- F 8 am - 5 pm EST.

5 Anti-Money Laundering

Due to the inherent risks in transferring Currency between entities located in different countries, International Transfers takes extraordinary measures to ensure that it is not participating or assisting in money laundering or terrorist financing. In some circumstances, International Transfers may not be able to onboard a customer and/or transfer funds to certain jurisdictions based upon Sanctions, Regulations or licensing laws in the jurisdiction.

The Customer understands that law enforcement and regulatory agencies may periodically inspect all Trades executed with International Transfers either by the consent of International Transfers or pursuant to applicable law. Therefore, the Customer understands that all information regarding Trades, accounts, and related transactions could potentially be disclosed by International Transfers to, and reviewed by, law enforcement and other regulatory agencies in accordance with applicable law.

Anti-Money Laundering, Terrorist Financing and Sanctions Compliance - You undertake that you will not knowingly do anything to put us in breach of The UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Money Laundering and Terrorist Financing (Amendment) Regulations 2019 and other subordinate instruments (AML/TF Laws). You undertake to notify us if you become aware of anything that would put us in breach of AML/TF Laws.

You agree to provide, when requested, additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/TF Laws in the UK or an equivalent overseas jurisdiction.



You acknowledge that operating an account on behalf of an undisclosed Third Party is a violation of these Terms and Conditions. You further understand that transfers to an unrelated Third Party may result in a Third Party determination requirement and, requests for additional supporting documentation to identify the purpose of the transaction and relationship to you.

You undertake that you are not aware and have no reason to suspect that:

(i) the money you are transferring is derived from or related to money laundering, terrorist financing or other illegal activities; and

(ii) the money you are transferring will be used to finance or is connected with Illegal Activities.

You understand and acknowledge that, in certain circumstances, we may be obliged to freeze or block an account and/or recipient where it is either used in connection with Illegal Activities or suspected to be related to Illegal Activities. Freezing or blocking can arise as a result of routine account monitoring that is required by AML/TF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account.

We retain the right, at any time, to refuse, in our sole discretion, to provide services.

6 Privacy

The use of personal information in UK commercial activities is protected by the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

International Transfers sets a high standard of information security. Our aim is to protect the confidentiality, integrity and availability of International Transfers and our customer information. As such we implement a range of physical, technical and administrative security measures to maintain the safety of your personal information. Comprehensive Information about your rights and the data we collect and how it is used is laid out in the International Transfers privacy policy, which is available upon request.

International Transfers will take all reasonable precautions to ensure that the information provided to us by the Customer will be kept private and confidential. We collect your personal information in order to provide our products and services and to satisfy our regulatory obligations under the guidelines set down by the Financial Conduct Authority (FCA)

We may provide your personal information to our intermediary bankers and to any government, law enforcement or regulatory bodies that require it or may formally request it. We may also provide your information to any partners, agents or intermediaries who are a necessary part of the provision of our products and services.



You acknowledge and agree that we use international intermediaries to process Transactions on your behalf and that your personal information may be sent to those overseas intermediaries in order to complete the transaction.

You acknowledge and agree that we may contact your bank to verify your identity, banking information and any other information relevant to this Agreement and your obligations under this Agreement. You also authorize International Transfers to consult reputable third party providers and to use the information we have collected from you to confirm on an ongoing basis the Customer's identity via credit file, credit reference checks and/or Mobile Service providers. These checks allow International Transfers to verify your identity and avoid fraud. These third parties may change from time to time.

7. Consent

Under the terms and conditions of this service agreement you have consented to allow International Transfers to use your data in the manner and under the terms laid out in the International Transfers Privacy statement

As per English Contract Law, you acknowledge and understand this contract is a legally binding promise where both parties must fulfil the detailed obligations. By signing this agreement you are advising us of your intent to create legal relations..

That consent is freely given, specific, informed and unambiguous. You understand how your data is collected, utilized and by whom as laid out in the privacy policy. You are giving your consent to each of the various uses of your data International Transfers needs to offer you its services as a financial institution.

You understand that we use your data under two legal bases: your specific consent as laid out above and under the legal basis, which speaks to our legal and regulatory responsibility to utilize your data to satisfy its legal and Regulatory requirements as an Authorized Payment Institution.

You consent to the electronic recording of telephone conversations without a warning message being given and that we may use the recordings as evidence in any dispute that may arise between us.

You must keep your information up to date either by informing us directly or through your client profile.

International Transfers. will review its privacy policy and by extension these terms and conditions from time to time to reflect changes to our operations and practices, new regulatory obligations and advancing technology.

8 Transactions/Instructions

Transactions are executed in accordance with UK laws.



Username and Password – You will create a username and password when you first register with International Transfers. The password can be changed at any time by the customer by accessing the Client Profile through the International Transfers platform. Should the customer forget his password a new temporary password will be issued once the Company has verified the customer’s identity. It is your responsibility to ensure the security of your username and password. We will rely on any Instructions received pursuant to the use of the username and password without checking the identity of the user and you will at all times be bound by those Instructions. You can provide us with instructions either online, by email or by telephone.

Authority - As a Legal Entity, an individual must be appointed as your Representative/Agent “Super User” to act on your behalf ("Agent") in accordance with section 1.2 and in one of the Roles details in Schedule A to these Terms & Conditions. We will act in accordance with all Instructions received from your Agent, and you will be bound by those Instructions, until you withdraw your authority for that Agent in writing.

Right not to accept Orders – We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to process your instructions we shall not be obliged to give a reason.

We may suspend any service provided to you as part of the International Transfers service without notice where we consider it necessary to do so to comply with Policy, Regulations or Common Law. We take our exchange rates from various market sources that we believe to be accurate. However, if one of those sources produces an ‘off market’ rate then we reserve the right to correct the rate. An off market rate is considered to be an exchange rate that is outside the day’s trading range.

Cancellation of Instructions – We can only cancel your instructions if we have not acted upon them. Once a Transaction has become legally binding, you may not cancel the Transaction in any circumstances. If the customer made an error in inputting instructions then International Transfers will make reasonable efforts to correct the Transaction but the customer understands and accepts that International Transfers is not obliged to make corrections and if corrections are made the Customer is liable for any costs incurred.

Customers can enter into a transaction by giving Instructions via the platform, by telephone or by email. The Transaction will be legally binding when we receive your Instructions. If transacting via the platform, the transaction is legally binding as soon as we receive your electronic instructions. We will provide you with confirmation of the Transaction details on the screen at the time of transaction and also send details by email. If you book a transaction by telephone the Transaction is legally binding at the conclusion of the telephone call. A Transaction Confirmation will be sent by email. If you book a Transaction by email, the Transaction will be legally binding when we process the email. This method may not be immediate but will be processed as soon as the email is picked up. A Transaction Confirmation will be sent by email.

Transaction Confirmation

The terms of each Trade will be set out in the Transaction Confirmation presented to the Customer on the Transaction Confirmation Screen, which follows the Customer acceptance of the Transaction. The Transaction



confirmation is evidence of the completed Transaction and the terms of the completed Transaction.

The Transaction will not be invalidated if, for any reason, the Transaction Confirmation is not presented to the Customer by International Transfers on the Transaction Confirmation Screen as a result of a computer malfunction or any other reason. If, for any reason, the Transaction confirmation is not presented to the Customer, the records of International Transfers with respect to that Transaction will constitute conclusive evidence of the terms of the Transaction. If a Transaction confirmation is not presented to the Customer for any reason, the Customer should notify International Transfers immediately by calling the Customer Support Number, and International Transfers may provide the Customer with a confirmation by email or other means setting out the terms of the Transaction.

Maturity Date

It may be possible at our discretion to adjust the Maturity Date, either to extend it or bring it forward. If we agree to this you acknowledge that the Rate may need to be adjusted to account for the new Maturity Date.

Payment for Transaction

Once a Trade has been finalized and entered into following the Customer's acceptance, the Customer must make each payment or delivery required to be made by it under the terms of the Trade in the Currency, in the amount, on the date and in accordance with the settlement instructions for the Trade, as set out in the related Trade confirmation. All payments must be received by us in cleared funds and for the full amount being transferred, including any fees that may be payable, before we credit your Recipient account.

Spot Transactions

Payment into our account of the full amount required to settle the Spot Transaction must be initiated on the day the Transaction becomes legally binding. If we have not received the funds within 2 business days we reserve the right to Close Out the Transaction in accordance with Section 9 with the Customer liable for any losses the Company might take.

Electronic Funds Only

You agree to make all payments into our account electronically and you acknowledge that we will transmit your funds by electronic means only. We do not accept cash or cheques.

Beneficiaries

You must provide us with full Recipient details, including Name and Address of the account holder and Name and Address of the Recipient Bank. We will not be liable for any costs caused by delays in settling transactions due to erroneous Recipient details.



Third Party Payments

From time to time the Customer may request that a payment due to the Customer be made to an account in the name of a third party and in these cases International Transfers may require additional background information. The Customer acknowledges and agrees that International Transfers does not accept or bear any liability or responsibility for any loss, including Consequential Loss, incurred or sustained by the Customer as a result of or arising from International Transfers paying a third party account.

Funds Held by US

We do not hold your funds in trust. Funds are held in a client account separate from the working capital account of the Company.

Interest

We shall not pay interest on any money held by us as a Payment Reserve, or held for any other reason.

Mistakes

If we have acted in accordance with your instructions and your funds have been sent to the wrong account as a result of a mistake made by you we are under no obligation to recover the funds or to resend the funds to the correct Recipient. If we have made a mistake by sending the funds to the wrong account, we will take immediate action at our expense to recover those funds and resend them to the correct account.

9 Closing Out

We may Close Out a particular transaction or all transactions you have with us without notice if:

- a) You fail to make any payment when it is due
- b) You fail to provide requested material information
- c) Information you have given us is inaccurate, incomplete or misleading
- d) Bankruptcy proceedings are commenced against you
- e) You breach an important part of this agreement
- f) The performance of our obligations under this agreement becomes illegal

When we Close Out a transaction we go into the market and sell the currency we initially bought for you. In all likelihood the market price would have moved and if a loss is incurred you will be liable to pay us the amount of that loss, together with any other expenses that may have been incurred.

We will not pay out to you any resulting profit from a Closing Out.

You acknowledge that any loss resulting from closing out your transaction is a debt payable by you and that we may deduct this loss from any money we might hold for you. The balance of any money owing should be



paid within 7 days of the closing out.

10 Services

We offer Spot Contracts to be settled immediately.

The International Transfers Platform is not for speculative trades and we do not offer any form of margin trading. All transactions entered into must be settled by the customer by delivering to us the full amount of the funds you have sold.

We will not enter into any arrangement whereby the Customer nets off 2 separate transactions that would allow the Customer to pay or receive any loss or profit realized by the net off. All transactions need to be settled in full.

We do not offer financial advice. The International Transfers platform is for transaction execution only.

11 Termination

The parties may terminate the agreement for material or fundamental breach of the agreement as mandated under Common law. The parties independently also have a right to terminate upon any of the following termination events, which may be mutual or unilateral:

- (a) termination on 30 days notice
- (b) termination on insolvency
- (c) termination on a change of control
- d) If there is a repudiatory breach of contract.
- e) Customer Incapacity

12 Records

Our records will be evidence of your dealings with International Transfers. You agree not to object to the admission of our records as evidence should any legal dispute arise between us. You acknowledge that our records are kept in electronic format and are not in writing.

13 Disputes

If you have a problem with our service you should bring it to our attention immediately. Our complaints officer will attempt to resolve the dispute to your satisfaction as quickly as possible.

If a satisfactory outcome cannot be achieved you can refer your case to an independent arbitrator. Under this



Client Agreement you agree to be bound by the decision of the arbitrator.

Nothing in this agreement prevents either of us approaching a court to appeal the decision of the arbitrator or to take legal action to recover any amounts owed to us by way of Closing Out.

14 Changes to Agreement

From time to time we may modify these International Transfers Terms and Conditions. We will inform you by email of any changes made and your continued use of the International Transfers Service after being notified of any changes will constitute your agreement to and acceptance of the changes.

15 General

This agreement shall be governed by the UK Contract and Common law. All trades shall be deemed to have taken place at the head office of International Transfers in London, UK. The courts of the UK shall have exclusive jurisdiction for settling disputes arising from this agreement and both parties submit to this jurisdiction.

If any part of this agreement becomes invalid under applicable law it will not affect the validity of the rest of the agreement.

Neither party will be liable for any failure or delay in performance (except for responsibility to make payments) due to government acts (e.g. currency controls), acts of God, war of civil unrest, or other circumstances beyond the party's reasonable control.

The Terms & Conditions will be reviewed periodically, or upon material changes to any provision stated herein. Current Terms & Conditions are available for client review at any time on our Website. Updates to Terms & Conditions will be announced on the landing page of the Agility Webpage.

16 Acceptance

By proceeding with opening an account the Customer confirms that the representations and warranties in this Agreement are true and that the Customer accepts this agreement in its entirety.



Schedule 'A' Users for Legal Entity Account

When a Legal Entity account is opened at International Transfers, an Individual who is appointed a Legally Authorized Signatory “Signatory” on behalf of the Entity must review, acknowledge and agree to the Terms & Conditions to open and operate an account at International Transfers. A signatory has, in his/her sole discretion, the ability to execute, acknowledge, appoint, verify, deliver, file and record, for and in the name of the Entity any and all documents evidencing the existence of the Entity, its organization structure and ultimate beneficial ownership.

A Legal Entity may have multiple users as authorized persons with access to the customer account. An Authorized Person shall be any person, whether or not an officer of the customer, who is authorized to give oral and/or written and/or electronic Instructions with respect to the customer account. Any person who is not an Officer/Director or Ultimate Beneficial Owner will be an authorized person conducting a transaction for the Entity under a service agreement. Authorized persons must be designated a specific User ‘Role’ with predetermined privileges.

All authorized persons must be assigned by an Individual who is appointed a signatory on behalf of the Entity. One User may be assigned more than one role if deemed appropriate by the Signatory.

Multiple Users are classified as one of five roles, as outlined below:

Administrator Role

The Administrator role is automatically assigned to the signatory who initially opens the Entity account. This role may be reassigned in coordination with an onboarding specialist at Agility. The Administrator role represents the ‘Super User’ for the account who can update records, upload documents, add recipients and enter transactions.

Trade Creator Role

The trade creator is an individual who has been assigned authorization to enter transactions concerning the entity’s account. Transactions entered by a trade creator must first be approved by the Administrator or Trade Approver prior to processing.

Trade Approver Role

The trade approver is an individual who has been assigned a level of discretionary trading authorization that gives the assigned individual the power to both enter and execute orders or make transaction related inquiries concerning the entity’s account.

Recipient Creator Role

The recipient creator is an individual who has been assigned authorization to add potential new recipient payees on behalf of the Entity.

Recipient Approver Role

The recipient approver is an individual who has been authorized to add new recipients, approve recipients added by others and delete existing recipients on behalf of the Entity.

INTERNATIONAL TRANSFERS CLIENT TERMS AND CONDITIONS

INDIVIDUAL CLIENT AGREEMENT

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1 Terms of this Agreement

1.1 For Individuals - The Agility Forex service is owned and operated by International Transfers, 24 Old Queen Street, London, United Kingdom, SW1H 9HP, a UK registered company (12992671) and authorized by FCA (firm reference number 942039) a wholly owned subsidiary of Agility Forex Ltd (BC0960601). These terms and conditions apply to private clients ("you") who are dealing with International Transfers ("us" or "we") as an individual through our Website. In this agreement the terms ‘International Transfers, the Company, us and we’ all refer to International Transfers.

1.2 Use of Agent - If you would like us to receive instructions from somebody else acting on your behalf, you must sign an Agent Appointment Form. Please contact us for the form. Please note any individual authorized to

enter transactions will be required to meet Know Your Client and ID verification requirements.

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(a) a receiver, manager, trustee, administrator, controller or similar external administrator is appointed over any of the assets or undertakings of the Client;

(b) the Client is or becomes unable to pay its debts as and when they are due;

(c) the Client ceases to carry on a business;

(d) an order is made for the winding up or dissolution of the Client otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the Client.

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Rate means the foreign currency exchange rate that we quote you for a Transaction.

Required Amount means the British Pounds sterling (GBP) amount that is payable by you for a particular Transaction as set out in the Transaction Details.

Spot Contract means a foreign exchange contract under which we agree to exchange money at an agreed rate within 48 hours of the contract being entered into.



Target Rate means the rate at which an Order is triggered.

Transaction means a Spot Contract, or an Order, and shall be taken to refer to a series of transactions pursuant to standing instructions given by you.

Websites means any websites owned by us.

3 Representations and Warranties

You represent and warrant to International Transfers that:

- (1) You are an individual acting for your own purposes and not on behalf of a Third Party.
- (2) You are over the age of majority in the Province or Jurisdiction where your primary residence is
- (3) You have a valid or personal reason for entering into each Transaction and
will not enter into any Transaction for speculative trading purposes;
- (4) in making your decision to enter into a Transaction, you will not rely on any market-related information that may be provided from time to time by us on our website or by our employees or consultants.
- (5) Execution of this Agreement and performance of your obligations under this Agreement will not violate any statute, regulation or bylaw
- (6) All information provided by you to the Company is true, correct and complete and you will notify the Company promptly if that information changes.
- (7) You understand failure to update your account information may result in refusal to process, or close out of a Transaction.
- (8) International Transfers does not provide investment or tax advice

Your Indemnity - You agree to indemnify us for any costs, expenses or fees we may incur as a result of your failure to perform your obligations under this Agreement, whether they arise under Section 8 or in some other way. This includes any legal costs that we may incur in order to enforce our rights or recover any amounts you owe us. You also agree to indemnify us for any fees, costs, duties and taxes charged by third parties in relation to the Transactions you enter into, including fees charged by your beneficiary bank, whether or not those fees or charges were notified to you in advance.

You are responsible for keeping your user name and password private and responsible for access to your account on our platform once you have logged in. When we act on instructions from your account you agree to indemnify us for all losses arising from unauthorized access to your account unless these losses arise due to negligence on our part. Where we are liable for any unauthorized transaction we will credit your account with any money lost up to the amount of the transaction. We will have no further liability to you.

You will be responsible for all losses if you have acted without reasonable care or you have acted fraudulently. Once you have notified us of any unauthorized access to your International Transfers account we will suspend

your account and you will not be responsible for any unauthorized instructions carried out after this point.

4 Limitation of Liability

International Transfers will not be liable to the Customer for any loss, costs or damages incurred resulting from the Customer's use of the International Transfers online dealing platform or non-use if the platform is unavailable with exception to issues directly caused by Agility. Whilst we do everything in our power to ensure the speedy transmission of funds, we cannot guarantee that delays in the transfer of funds won't happen and cannot accept any liability to you for any loss resulting from such a delay.

No Liability for Delays - You acknowledge that delays in the transmission and receipt of payments may occur. In particular, you acknowledge that we operate an online dealing platform that could be subject to technical, or other, problems, the nature and duration of which may be beyond our control. Any claim that Agility has breached our side of contract, must demonstrate the Customer at least "substantially performed" their own obligations. Our service also involves the use of intermediaries who are outside our control. Accordingly, while we do everything in our power to ensure the timely transmission of funds, we cannot guarantee that transfers of funds will always be made on time and cannot accept any liability to you for any loss suffered by you as a result of any delays in the transmission of funds.

Liability Limited - We do not in any circumstances assume liability to you in excess of the amount of money you have actually paid to us in relation to any particular transaction. We will not be liable to you for any form of consequential damages or loss that you may suffer as a result of:

- (i) delays in the transfer of your funds that are outside our control or resulting from your failure to meet contractual obligations, or
- (ii) our refusal at any time to transfer your funds regardless if related to Regulatory, Legislative or Policy decisions.
- (iii) communication malfunctions

You acknowledge that a "common mistake" is independently defined from the mistakes that may take place between quotes and acceptance (where no agreement has been entered into). Furthermore, that a "mistake about identity" resulting from a fraudulent misrepresentation will automatically make the contract void.

Without in any way limiting the effect of this paragraph or any other paragraph of this agreement, "consequential damages" shall be taken to include damages arising from:

- (i) loss of business,
- (ii) loss of opportunity to realize a gain as a result of foreign exchange fluctuations;
- (iii) loss of any other opportunity, or
- (iii) loss of interest on funds.

For the avoidance of doubt and without limiting any other provision of this Agreement:

- (a) if your funds fail to reach your Beneficiary Account as the result of a mistake made by us, we will credit your Beneficiary Account in the full amount of the funds you expect to receive but that shall be the full extent of our liability to you;
- (b) if we Close Out or refuse to process one or more of your Transactions for any reason, we shall refund to you any funds that we hold on your behalf by way of Advance Payment or otherwise, but that shall be the full extent of our liability to you.

5 Anti-Money Laundering

Anti-Money Laundering, Terrorist Financing and Sanctions Compliance - You undertake that you will not knowingly do anything to put us in breach of The UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Money Laundering and Terrorist Financing (Amendment) Regulations 2019 and other subordinate instruments (AML/TF Laws). You undertake to notify us if you become aware of anything that would put us in breach of AML/TF Laws.

You agree to provide, when requested, additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/TF Laws in the UK or an equivalent overseas jurisdiction.

You acknowledge that operating an account on behalf of an undisclosed Third Party is a violation of these Terms and Conditions. You further understand that transfers to an unrelated Third Party may result in a Third Party determination requirement and, requests for additional supporting documentation to identify the purpose of the transaction and relationship to you.

You undertake that you are not aware and have no reason to suspect that:

- (i) the money you are transferring is derived from or related to money laundering, terrorist financing or other illegal activities ; and
- (ii) the money you are transferring will be used to finance, or is connected with, Illegal Activities.



You understand and acknowledge that In certain circumstances, we may be obliged to freeze or block an account and/or recipient where it is either used in connection with Illegal Activities or suspected to be related to Illegal Activities. Freezing or blocking can arise as a result of routine account monitoring that is required by AML/TF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account.

We retain the right, at any time, to refuse, in our sole discretion, to provide services.

6 Privacy

The use of personal information in UK commercial activities is protected by the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

International Transfers sets a high standard of information security. Our aim is to protect the confidentiality, integrity and availability of International Transfers. and our customer information. As such we implement a range of physical, technical and administrative security measures to maintain the safety of your personal information. Comprehensive Information about your rights and the data we collect and how it is used is laid out in the International Transfers privacy policy, which is available upon request.

International Transfers will take all reasonable precautions to ensure that the information provided to us by the Customer will be kept private and confidential. We collect your personal information in order to provide our products and services and to satisfy our regulatory obligations under the guidelines set down by the Financial Conduct Authority (FCA)

We may provide your personal information to our intermediary bankers and to any government, law enforcement or regulatory bodies that require it or may formally request it. We may also provide your information to any partners, agents or intermediaries who are a necessary part of the provision of our products and services.

You acknowledge and agree that we use international intermediaries to process Transactions on your behalf and that your personal information may be sent to those overseas intermediaries in order to complete the transaction.

You acknowledge and agree that we may contact your bank to verify your identity, banking information and any other information relevant to this Agreement and your obligations under this Agreement. You also authorize International Transfers to consult reputable third party providers and to use the information we have collected from you to confirm on an ongoing basis the Customer's identity via credit file, credit reference checks and/or Mobile Service providers. These checks allow International Transfers to verify your identity and avoid fraud. These third parties may change from time to time.

7. Consent

Under the terms and conditions of this service agreement you have consented to allow International Transfers to use your data in the manner and under the terms laid out in the International Transfers Privacy statement

As per English Contract Law, you acknowledge and understand this contract is a legally binding promise where both parties must fulfil the detailed obligations. By signing this agreement, you are advising us of your intent to create legal relations.

That consent is freely given, specific, informed and unambiguous. You understand how your data is collected, utilized and by whom as laid out in the privacy policy. You are giving your consent to each of the various uses of your data International Transfers needs to offer you its services as a financial institution.

You understand that we use your data under two legal bases: your specific consent as laid out above and under the legal basis, which speaks to our legal and regulatory responsibility to utilize your data to satisfy its legal and Regulatory requirements as an Authorized Payment Institution.

You consent to the electronic recording of telephone conversations without a warning message being given and that we may use the recordings as evidence in any dispute that may arise between us.

You must keep your information up to date either by informing us directly or through your client profile.

International Transfers. will review its privacy policy and by extension these terms and conditions from time to time to reflect changes to our operations and practices, new regulatory obligations and advancing technology.

8 Transactions/Instructions

Transactions are executed in accordance with UK laws.

Username and Password – You will create a username and password when you first register with International Transfers. The password can be changed at any time by the customer by accessing the Client Profile through the International Transfers platform. Should the customer forget his password a new temporary password will be issued once the Company has verified the customer’s identity. It is your responsibility to ensure the security of your username and password. We will rely on any Instructions received pursuant to the use of the username and password without checking the identity of the user and you will at all times be bound by those Instructions. You can provide us with instructions either online, by email or by telephone.

Authority - As a Legal Entity, an individual must be appointed as your Representative/Agent “Super User” to



act on your behalf ("Agent") in accordance with section 1.2 and in one of the Roles details in Schedule A to these Terms & Conditions. We will act in accordance with all Instructions received from your Agent, and you will be bound by those Instructions, until you withdraw your authority for that Agent in writing.

Right not to accept Orders – We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to process your instructions, we shall not be obliged to give a reason.

We may suspend any service provided to you as part of the International Transfers service without notice where we consider it necessary to do so to comply with Policy, Regulations or Common Law. We take our exchange rates from various market sources that we believe to be accurate. However, if one of those sources produces an 'off market' rate then we reserve the right to correct the rate. An off-market rate is considered to be an exchange rate that is outside the day's trading range.

Cancellation of Instructions – We can only cancel your instructions if we have not acted upon them. Once a Transaction has become legally binding, you may not cancel the Transaction in any circumstances. If the customer made an error in inputting instructions, then International Transfers will make reasonable efforts to correct the Transaction but the customer understands and accepts that International Transfers is not obliged to make corrections and if corrections are made the Customer is liable for any costs incurred.

Customers can enter into a transaction by giving Instructions via the platform, by telephone or by email. The Transaction will be legally binding when we receive your Instructions. If transacting via the platform, the transaction is legally binding as soon as we receive your electronic instructions. We will provide you with confirmation of the Transaction details on the screen at the time of transaction and also send details by email. If you book a transaction by telephone the Transaction is legally binding at the conclusion of the telephone call. A Transaction Confirmation will be sent by email. If you book a Transaction by email, the Transaction will be legally binding when we process the email. This method may not be immediate but will be processed as soon as the email is picked up. A Transaction Confirmation will be sent by email.

Transaction Confirmation

The terms of each Trade will be set out in the Transaction Confirmation presented to the Customer on the Transaction Confirmation Screen, which follows the Customer acceptance of the Transaction. The Transaction confirmation is evidence of the completed Transaction and the terms of the completed Transaction.

The Transaction will not be invalidated if, for any reason, the Transaction Confirmation is not presented to the Customer by International Transfers on the Transaction Confirmation Screen as a result of a computer malfunction or any other reason. If, for any reason, the Transaction confirmation is not presented to the Customer, the records of International Transfers with respect to that Transaction will constitute conclusive evidence of the terms of the Transaction. If a Transaction confirmation is not presented to the Customer for any reason, the Customer should notify International Transfers immediately by calling the Customer Support Number, and International Transfers may provide the Customer with a confirmation by email or other means



setting out the terms of the Transaction.

Maturity Date

It may be possible at our discretion to adjust the Maturity Date, either to extend it or bring it forward. If we agree to this, you acknowledge that the Rate may need to be adjusted to account for the new Maturity Date.

Payment for Transaction

Once a Trade has been finalized and entered into following the Customer's acceptance, the Customer must make each payment or delivery required to be made by it under the terms of the Trade in the Currency, in the amount, on the date and in accordance with the settlement instructions for the Trade, as set out in the related Trade confirmation. All payments must be received by us in cleared funds and for the full amount being transferred, including any fees that may be payable, before we credit your Recipient account.

Spot Transactions

Payment into our account of the full amount required to settle the Spot Transaction must be initiated on the day the Transaction becomes legally binding. If we have not received the funds within 2 business days, we reserve the right to Close Out the Transaction in accordance with Section 9 with the Customer liable for any losses the Company might take.

Electronic Funds Only

You agree to make all payments into our account electronically and you acknowledge that we will transmit your funds by electronic means only. We do not accept cash or cheques.

Beneficiaries

You must provide us with full Recipient details, including Name and Address of the account holder and Name and Address of the Recipient Bank. We will not be liable for any costs caused by delays in settling transactions due to erroneous Recipient details.

Third Party Payments

From time to time the Customer may request that a payment due to the Customer be made to an account in the name of a third party and in these cases International Transfers may require additional background information. The Customer acknowledges and agrees that International Transfers does not accept or bear any liability or responsibility for any loss, including Consequential Loss, incurred or sustained by the Customer as a result of or arising from International Transfers paying a third party account.

Funds Held by US



We do not hold your funds in trust. Funds are held in a client account separate from the working capital account of the Company.

Interest

We shall not pay interest on any money held by us as a Payment Reserve, or held for any other reason.

Mistakes

If we have acted in accordance with your instructions and your funds have been sent to the wrong account as a result of a mistake made by you we are under no obligation to recover the funds or to resend the funds to the correct Recipient. If we have made a mistake by sending the funds to the wrong account, we will take immediate action at our expense to recover those funds and resend them to the correct account.

9 Closing Out

We may Close Out a particular transaction or all transactions you have with us without notice if:

- a) You fail to make any payment when it is due
- b) You fail to provide requested material information
- c) Information you have given us is inaccurate, incomplete or misleading
- d) Bankruptcy proceedings are commenced against you
- e) You breach an important part of this agreement
- f) The performance of our obligations under this agreement becomes illegal

When we Close Out a transaction we go into the market and sell the currency we initially bought for you. In all likelihood the market price would have moved and if a loss is incurred you will be liable to pay us the amount of that loss, together with any other expenses that may have been incurred.

We will not pay out to you any resulting profit from a Closing Out.

You acknowledge that any loss resulting from closing out your transaction is a debt payable by you and that we may deduct this loss from any money we might hold for you. The balance of any money owing should be paid within 7 days of the closing out.

10 Services

We offer Spot Contracts to be settled immediately.



The International Transfers Platform is not for speculative trades and we do not offer any form of margin trading. All transactions entered into must be settled by the customer by delivering to us the full amount of the funds you have sold.

We will not enter into any arrangement whereby the Customer nets off 2 separate transactions that would allow the Customer to pay or receive any loss or profit realized by the net off. All transactions need to be settled in full.

We do not offer financial advice. The International Transfers platform is for transaction execution only.

11 Termination

The parties may terminate the agreement for material or fundamental breach of the agreement as mandated under Common law. The parties independently also have a right to terminate upon any of the following termination events, which may be mutual or unilateral:.

- (a) termination on 30 days' notice
- (b) termination on insolvency
- (c) termination on a change of control
- d) If there is a repudiatory breach of contract.
- e) Customer Incapacity

12 Records

Our records will be evidence of your dealings with International Transfers. You agree not to object to the admission of our records as evidence should any legal dispute arise between us. You acknowledge that our records are kept in electronic format and are not in writing.

13 Disputes

If you have a problem with our service, you should bring it to our attention immediately. Our complaints officer will attempt to resolve the dispute to your satisfaction as quickly as possible.

If a satisfactory outcome cannot be achieved, you can refer your case to an independent arbitrator. Under this Client Agreement you agree to be bound by the decision of the arbitrator.

Nothing in this agreement prevents either of us approaching a court to appeal the decision of the arbitrator or to take legal action to recover any amounts owed to us by way of Closing Out.

14 Changes to Agreement



From time to time, we may modify these International Transfers Terms and Conditions. We will inform you by email of any changes made and your continued use of the International Transfers Service after being notified of any changes will constitute your agreement to and acceptance of the changes.

15 General

This agreement shall be governed by the UK Contract and Common law. All trades shall be deemed to have taken place at the head office of International Transfers in London, UK. The courts of the UK shall have exclusive jurisdiction for settling disputes arising from this agreement and both parties submit to this jurisdiction.

If any part of this agreement becomes invalid under applicable law it will not affect the validity of the rest of the agreement.

Neither party will be liable for any failure or delay in performance (except for responsibility to make payments) due to government acts (e.g. currency controls), acts of God, war of civil unrest, or other circumstances beyond the party's reasonable control.

The Terms & Conditions will be reviewed periodically, or upon material changes to any provision stated herein. Current Terms & Conditions are available for client review at any time on our Website. Updates to Terms & Conditions will be announced on the landing page of the Agility Webpage.

16 Acceptance

By proceeding with opening an account the Customer confirms that the representations and warranties in this Agreement are true and that the Customer accepts this agreement in its entirety.