



**Ethical Currency
Terms of Business for Payment Services**

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1. ACCEPTANCE OF TERMS

- 1.1 These terms of business (“**Terms**”) will apply to the provision of services by Ethical Currency to you unless and to the extent they are varied pursuant to clause 20. They apply to all Spot Contracts, Forward Contracts and Payment Services Ethical Currency may provide to the Client.
- 1.2 Ethical Currency is a trading name of Mercury Foreign Exchange Limited. In these Terms (and any related communications in which Ethical Currency sets out the basis on which it agrees to provide services to the Client) references to “**Ethical Currency**”, “**we**”, “**us**” and “**our**” are to Mercury Foreign Exchange Limited (a company incorporated in England and Wales with number 06445887) and references to “**you**” or the “**Client**” are to a Client who has completed all Client sign-on procedures and has been issued with a Client ID.
- 1.3 These Terms will not appear in the documentation relating to individual Contracts to be carried out in accordance with the Client’s Orders by Ethical Currency but will nevertheless apply to each Contract to be carried out by Ethical Currency when instructed by the Client.
- 1.4 Please read these Terms carefully to ensure that you are aware of your rights and obligations in entering into Contracts with Ethical Currency.
- 1.5 For the purposes of the Payment Services Regulations 2009, these Terms constitute a “framework contract” for Payment Services. It governs the future execution of individual and successive Contracts and contains the obligations and conditions for setting up a payment account with Ethical Currency.

2. INFORMATION ABOUT MERCURY FOREIGN EXCHANGE LIMITED TRADING AS ETHICAL CURRENCY

- 2.1 The name of the Payment Services Provider under the PSRs and provider of regulated activities is Mercury Foreign Exchange Limited which is a company incorporated in England and Wales with number 06445887 and registered address at Flat 46, Harwood Point, Rotherhithe, London SE16 5HD. The head office is at 18 King William Street, London, EC4N 7BP. Mercury Foreign Exchange Limited is trading as “Ethical Currency”.
- 2.2 Ethical Currency can be contacted by post at its registered office, by telephone on +44 (0)207 199 3792, or by email at contact@ethicalcurrency.com.
- 2.3 Mercury Foreign Exchange Limited is authorised by the Financial Conduct Authority (the “**FCA**”) as a Payment Institution under the Payment Services Regulations 2009. Mercury Foreign Exchange Limited’s registration number is 506786.

- 2.4 The postal address of the FCA is 25 The North Colonnade, Canary Wharf, London E14 5HS and they can be contacted on 0800 111 6768 and consumer.queries@fca.org.uk for consumers and 0845 606 9966 or fcc@fca.org.uk for firms.
- 2.5 Mercury Foreign Exchange Limited is regulated by the FCA and Her Majesty's Revenue & Customs for the purposes of anti-money laundering compliance and is registered as a Money Service Business under the Money Laundering Regulations 2007. Mercury Foreign Exchange Limited's registration number is 12500717.
- 2.6 All Contracts created hereunder shall be governed by English law unless Ethical Currency notifies the Client otherwise. Notwithstanding any such notification, these Terms shall be governed by English law as set out in clauses 22.13 and 22.14.

3. INTRODUCTION

- 3.1 Ethical Currency provides facilities for the purchase and sale of currencies by the Client.
- 3.2 Ethical Currency's services comprise the purchase and sale of currency in accordance with the Client's Orders for Spot Contracts and/or Forward Contracts (including Forward Contracts which are conditional upon specified market conditions being achieved) for delivery by electronic transfer or cheque.
- 3.3 Ethical Currency does not provide advice as to the merits of proposed Orders and whilst Ethical Currency may provide information, the Client relies entirely on its own judgment when making an Order.
- 3.4 The Client must not use any of Ethical Currency services for speculative purposes to try and profit from exchange rate fluctuations.

4. BECOMING A CLIENT

- 4.1 In order to become a Client and before any services can be provided by Ethical Currency, the applicant must provide Ethical Currency with all information reasonably required by Ethical Currency to comply with its legal and regulatory obligations and its own internal risk management processes. In addition, the Client must provide Ethical Currency with its standard settlement instructions and its preferences with regards to receipt of communications from Ethical Currency.
- 4.2 The Client must provide Ethical Currency with the names and contact details of all individuals who are authorised to instruct Ethical Currency to make Orders on the Client's behalf (each a "**Nominated Dealer**"). Ethical Currency will only accept Orders from a Nominated Dealer and shall be entitled to assume that a Nominated Dealer is authorised to make any Order unless notified otherwise in writing by an officer or director of the Client. An Order received from an authorised e-mail address or telephone number shall be sufficient to authenticate an Order as being from a Client, and Ethical Currency shall be entitled to act upon instructions received from communication

channels provided to the Company by the Client. Where the Client makes an Order from an unauthorised telephone number, Ethical Currency will ask security questions to authenticate an Order as being from the Client. Once an Order is made by the Client, the Client may not withdraw or amend it without Ethical Currency's express consent unless Ethical Currency is in breach of these Terms.

- 4.3 On provision of the above information to Ethical Currency's satisfaction, Ethical Currency shall provide the Client with a Client ID and the contact details of its dedicated sales trader.
- 4.4 Each Nominated Dealer may be asked to provide Ethical Currency with a specimen signature. Ethical Currency may use the signature to authenticate Orders received by Ethical Currency in writing by e-mail, fax or post.
- 4.5 It is the Client's responsibility to keep safe and not to disclose (and procure that no Nominated Dealer shall disclose) his Client ID or passwords and to take reasonable measures to ensure that his communication channels with Ethical Currency (email, phone, mobile, computer, network, fax) are secure and cannot be accessed or violated by third parties. Ethical Currency will not be liable for any losses incurred, and shall have no liability to the Client in respect of monies sent to third parties, as a result of an unauthorised person accessing the Client's email or using the Client ID or the Client's passwords or other details that the Client has failed to keep secure in accordance with these Terms. If the Client or any Nominated Dealer becomes aware of the loss or theft of the Client's Client ID, it must notify Ethical Currency immediately.

5. ANTI-MONEY LAUNDERING

- 5.1 The law requires authorised persons (and those providing payment Services) to obtain evidence of the identity of their clients and the beneficial owners of their clients (where such clients are incorporated entities) on a risk-based and proportionate basis.
- 5.2 The Client will be required to provide ID Documentation from one of its directors and Ethical Currency may request additional information and documentation from the Client where necessary for Ethical Currency to comply with relevant legislation, including without limitation, the Money Laundering Regulations 2003, Proceeds of Crime Act 2002 and EU Wire Regulations 1781/2006.
- 5.3 Ethical Currency may be unable to act for any person or continue acting for the Client if such person or the Client fails to provide Ethical Currency with any documents specified by Ethical Currency or fails to provide Ethical Currency with information which enables Ethical Currency to understand its ultimate beneficial ownership or control.
- 5.4 To assist Ethical Currency with meeting its obligations, Ethical Currency may seek electronically and by other means (which may include disclosure of the Client's information (and that of any beneficial owner) to a credit reference agency who may

keep a record of the search) to verify the Client's ultimate beneficial owners' identity (where the Client is a corporate entity).

- 5.5 Ethical Currency is obliged to keep its Clients' affairs confidential. However Ethical Currency is required to disclose information to the Serious Organised Crime Agency where it is suspicious that any Contract on behalf of a client involves money laundering. In addition, Ethical Currency may from time to time be required to disclose information to other governmental, judicial and quasi-judicial bodies or by order of a court of competent jurisdiction.
- 5.6 If, while Ethical Currency is acting for the Client, it becomes necessary to make a money laundering disclosure, Ethical Currency may not be able to inform the Client that a disclosure has been made or of the reasons for it.

6. CLIENT INSTRUCTIONS

- 6.1 The Client warrants that it has the full capacity to place an Order (and that each of its Nominated Dealers is properly and lawfully appointed and has the full capacity to place an Order on behalf of the Client) and that the Client is acting as a principal only and not as agent for any third party whose identity has not been disclosed to Ethical Currency.
- 6.2 The Client may place an Order verbally or in writing, and once the Order is accepted verbally or in writing by Ethical Currency, such Order will form a Contract.
- 6.3 Ethical Currency is under no obligation to accept any Order or execute any Contract and may refuse to do so without giving any reason. Ethical Currency will not be liable to the Client or any other party for any loss or damages resulting from Ethical Currency's refusal to accept an Order.
- 6.4 Ethical Currency reserves the right to:
- (a) refuse to accept any Order that establishes a new position;
 - (b) assign limits or limit Contracts or the size of any open position that might result from a Contract which the Client may carry with Ethical Currency at any time;
 - (c) require the Client to reduce open positions carried with Ethical Currency;
 - (d) when Ethical Currency deems it necessary for its Client's protection, close out or otherwise liquidate existing positions and the Client shall be liable for any deficiency resulting therefrom, unless such deficiency results from the fraud, wilful misconduct or gross negligence of Ethical Currency. The Client will not knowingly allow its open Contracts with Ethical Currency to exceed any position or exercise limit.
- 6.5 Ethical Currency reserves the right to require written confirmation of any Order or Client Order.

- 6.6 Once Ethical Currency has accepted an Order, that Order shall be irrevocable and shall not be capable of cancellation. For the avoidance of doubt this means that if an exchange rate moves in an adverse direction, the Client shall not be able to cancel the Contract. Depending on the type of Contract, the Client may be able to close out the Contract with the result that the Client would make a loss and would be required to pay to Ethical Currency an amount in respect of such loss and any additional fees in respect of closing such Contract.
- 6.7 The Client acknowledges that foreign exchange business may from time to time be restricted, closed or otherwise impeded or that action may be taken by a counterparty in an emergency or otherwise to close out a Forward Contract or exercise set-off rights (an “**Impediment**”). Any such action may result in Ethical Currency being unable to enter into or otherwise execute a Forward Contract. The Client shall remain fully liable for all existing open positions, new positions or eliminated positions resulting in whole or in part from an Impediment.

7. SPOT CONTRACT AND FORWARD CONTRACTS

- 7.1 In order to place an Order for a Spot Contract or Forward Contract, the Client must provide the following information to Ethical Currency:
- (a) the full name of the payer or payee (as applicable);
 - (b) the full name of the Nominated Dealer placing the Order (if applicable);
 - (c) the notional amount of outgoing or incoming currency (as applicable);
 - (d) the Client’s settlement instructions where they differ from the Client’s standard settlement instructions; and
 - (e) the Value Date.
- 7.2 Ethical Currency will provide the Client with the following information in respect of the Order prior to execution:
- (a) the transaction number;
 - (b) the maximum execution time;
 - (c) the Value Date (to be determined by reference to the maximum execution time);
 - (d) the Exchange Rate (where applicable); and
 - (e) any charges payable by the Client in respect of the Contract (including a breakdown of the amounts of those charges where applicable).
- 7.3 Ethical Currency will provide the Client with a confirmation in respect of the Order after execution. The confirmation will detail any change in the information provided pursuant to clause 7.2.

8. DOCUMENTATION

- 8.1 The Client will be solely responsible for ensuring that the details the Client supplies to Ethical Currency are true, complete and accurate, and the Client will not withhold or omit any information that may cause those details to be false or inaccurate.
- 8.2 Ethical Currency will provide the Client with a Confirmation confirming the details of each Contract to buy or sell currency which will be sent by email and is conclusive evidence of a Contract.
- 8.3 The Client must inform Ethical Currency of any errors or omissions within one Working Day from when the Confirmation was issued by Ethical Currency to the Client. Otherwise the Client is deemed to have accepted the contents of such document and shall not thereafter be entitled to dispute the contents of the Confirmation. If Ethical Currency is satisfied that an error has been made in the Confirmation, Ethical Currency will at any time re-issue the Confirmation with the amended details.
- 8.4 A Contract remains binding whether or not the Client receives the Confirmation and the Client will notify Ethical Currency if the Client has not received a Confirmation within 2 hours of making the Order.

9. PAYMENT

- 9.1 For Spot Contracts, the Client must deliver cleared funds (but not cash) into the Client Account for the full amount specified in the Confirmation (the sale currency and any applicable charges) on or before the Value Date.
- 9.2 For Forward Contracts, the Client must deliver cleared funds (but not cash) to the Client Account covering the Margin within one Working Day and the remaining full amount specified in the Confirmation on or before the Value Date of the Order.
- 9.3 Ethical Currency does not accept cash as Margin or payment. Any references in these Terms to cleared funds shall not include cash. Any funds paid into the Client Account(s) in cash will incur a processing fee of 3%. These funds may be returned back to the Client (less the processing fee) if the source of funds is not proven to Ethical Currency's satisfaction.
- 9.4 All payments due from the Client to Ethical Currency under these Terms shall be made in full without set-off, counter-claim, deduction or withholding whatsoever unless the Client has a valid court order against Ethical Currency in the amount withheld.
- 9.5 Ethical Currency will endeavour to pay to the Client the amount due in the manner and at the date detailed in the Confirmation only after cleared funds as detailed in the Confirmation have been received in full into the Client Account.
- 9.6 Ethical Currency may deduct from the payment to be made to the Client such amounts as Ethical Currency may be required by law to deduct in respect of taxation liabilities,

together with any Ethical Currency administration fees chargeable in accordance with these Terms and bank charges.

10. MARGIN

10.1 When the Client places an Order for a Forward Contract, the Client must deposit (in accordance with clause 9.2) and maintain in the Client Account as Margin until the Forward Contract is completed, an amount in cleared funds (but not cash) being equal to [NUMBER]% of the notional amount of the Forward Contract.

10.2 Ethical Currency will monitor the value of the Client's aggregate open Forward Contracts on a mark-to-market basis. In the event of any adverse exchange rate movement which occurs after the Client has placed an Order for a Forward Contract, Ethical Currency may request (which request may be made on an intraday basis), and the Client shall immediately provide, such additional funds by way of additional Margin as Ethical Currency may reasonably require to off-set the increased risk to Ethical Currency.

10.3 Ethical Currency reserves the right to make multiple calls for Margin whilst the relevant exchange rate is less advantageous than at the date and time of the Client placing the Order for the Forward Contract.

10.4 Where Ethical Currency has requested that Margin be paid in accordance with the provisions of clauses 10.1 or 10.2, the Margin is immediately due and payable and must be paid by no later than 3.30pm on the same day, or if this time has past when the Margin is requested, by 3,30pm on the next Working Day.

10.5 Except as set out in clause 10.6, the Client hereby grants to Ethical Currency:

- (a) a valid and continuing first priority and fixed security interest in all Margin at any time held or controlled by or through Ethical Currency; and
- (b) any Margin which is in transit to, or from, or allocated to, or is otherwise in the custody of Ethical Currency,

as security for the payment and performance when due of all of the Client's obligations to Ethical Currency under these Terms.

10.6 The Client hereby transfers to Ethical Currency all right, title and interest of the Client, free and clear of all encumbrances, in and to all Margin at any time held or controlled by or through Ethical Currency as security for the payment and performance when due of all of the Client's obligations to Ethical Currency under these Terms.

10.7 Such Margin may be applied by Ethical Currency in satisfaction of all amounts owing by the Client to Ethical Currency from time to time and in particular in any of the following circumstances:

- (a) Ethical Currency incurs any liability or loss in respect of any Order including any other Contract the Client may have with Ethical Currency where the Client fails to fulfil its obligations under these Terms;
 - (b) the Client is in breach of any of these Terms including when the Client fails to pay the balance due as detailed in the Confirmation of the Forward Contract.
- 10.8 The Client will not be entitled to any interest on any Margin or any other sums held on behalf of the Client in the Client Account.
- 10.9 Where a Client has failed to provide Margin by 3.30pm, Ethical Currency may refuse to keep the relevant Forward Contract open and the Client will be liable to Ethical Currency for:
 - (a) any cost incurred by Ethical Currency in exiting the Forward Contract; and
 - (b) any interest incurred by Ethical Currency on the cost of borrowing funds in order to provide margin to any third party.
- 10.10 Upon exercise of any of its rights under clause 10.2, Ethical Currency is under no obligation to disclose details of its decision.

11. CLIENT FUNDS

- 11.1 As part of our registration with the FCA as a small payments institution and authorised body, we provide our Clients with safeguarding services for funds that we receive for the provision of payment services and designated investment business (the “**Relevant Funds**”).
- 11.2 As soon as Relevant Funds are held by Ethical Currency, they will be segregated from all other funds in a separate client account held with an authorised credit institution.
- 11.3 If Relevant Funds are held by Ethical Currency overnight or longer they will be held in a separate account with an authorised credit institution.
- 11.4 Ethical Currency’s client account is held with Barclays Bank plc which is a very large global bank with a long term credit rating of A2 (Negative) (Moody’s), A (stable) (Standard + Poor’s) and A (stable) (Fitch).. In the event Barclays Bank plc became insolvent, Ethical Currency may not be able to access client monies held on behalf of the Client and there is some uncertainty as to how client money held in a designed client account at an insolvent authorized credit institution would be treated by its liquidators.

12. TERMINATION & DISPUTE

- 12.1 Ethical Currency may terminate or refuse to perform or terminate all or any part of any Contract, without incurring any liability to the Client for losses or damages that may be sustained as a result and without giving notice to the Client, upon or at any time after the happening of any of the following events:

- (a) the Client fails to make any payments when due under these Terms;
- (b) the Client materially breaches any of the Terms or fails to comply with its obligations to Ethical Currency in respect of an Order or is materially in breach of any statute or regulation or Ethical Currency has reasonable grounds to believe that the Client is acting fraudulently;
- (c) the Client becomes unable to pay its debts as they become due or an Order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution other than for the purposes of a solvent amalgamation or reconstruction of the Client or the Client proposes a form of composition or arrangement to its creditors;
- (d) the Client fails in any respect to fully and promptly comply with, or threatens to cease to carry on, all or any part of its obligations to Ethical Currency under these Terms;
- (e) if any of the representations of, or information supplied by, the Client are or become inaccurate;
- (f) it becomes or may become unlawful for Ethical Currency to maintain or give effect to all or any of the obligations under these Terms;
- (g) (where the Client is an individual), the Client dies or becomes a patient (as defined in section 145(1) of the Mental Health Act 1983);
- (h) (where the Client is an individual), the Client is made bankrupt or has a bankruptcy petition presented against him;
- (i) a regulatory body with statutory authority requests that Ethical Currency does so;
- (j) Ethical Currency reasonably considers it necessary to do so for its protection.

12.2 If the Client becomes aware or suspects that any events listed in clause 12.1 has taken or may take place, the Client must notify Ethical Currency immediately.

12.3 If a dispute arises between Ethical Currency and the Client relating to these Terms or of any Contract, Ethical Currency may terminate or take any action it considers appropriate in relation to the dispute without previously notifying the Client.

12.4 The Client accepts that Ethical Currency may record and store any telephone conversations which are made between the parties and that any such recording or transcript of telephone conversations may be relied on to assist in resolving any dispute that may arise between Ethical Currency and the Client.

12.5 Clauses 5, 10.5 to 10.7 (inclusive), 13.1, 16, 17, 19 and 22 shall survive termination of these Terms.

13. CHARGES

- 13.1 If the Client fails to make any payment required under these Terms when it is due, interest will be charged on the outstanding sum at a rate levied by Ethical Currency's settlement bank or £10 per day, whichever is greater. Such sums will accrue and be calculated daily from the date payment was due until the date the Client pays in full and shall be compounded monthly and Ethical Currency shall be entitled to claim from the Client its reasonable costs in recovering any sums overdue.
- 13.2 If the Client's cheque, or any other method of payment, is dishonoured, returned, not met on first presentation or stopped for whatever reason, Ethical Currency shall levy an administrative charge of £25 (or equivalent currency) in respect of each such payment. Cash payments will be subject to a processing fee, whether or not the payment is returned to the Client.
- 13.3 Ethical Currency will charge the Client bank charges and Ethical Currency administration fees, and any other costs incurred or suffered by Ethical Currency or by Order of the Client, to reverse, recall or modify the contract(s) or transfer(s) except as the result of any error on the part of Ethical Currency.
- 13.4 If the Client requests information or materials which are not provided as part of the Services, Ethical Currency may accept, or decline the request and may charge an Administration Fee to fulfil such request.
- 13.5 All our current fees are detailed on our website at <http://www.ethicalcurrency.com> and any fees in respect of any Contract will be set out in the Confirmation.
- 13.6 Any transfer of funds (whether resulting from a Contract or otherwise) may be liable to taxation in the UK or in any other applicable jurisdiction. It is the responsibility of the Client to ascertain the applicability and extent of any taxation and to declare and pay any tax on any such sums. In the event that Ethical Currency is required to withhold any sums in respect of taxation by any court, regulation or taxing entity in any applicable jurisdiction, Ethical Currency shall be permitted to do so. Ethical Currency shall have no obligation to account to the Client in respect of sums so withheld.

14. EXCHANGE RATES

- 14.1 For any Spot Contract or Forward Contract, we will apply the prevailing market rate of exchange for the relevant currency pair at the time of execution of the Contract. The rate of exchange will be clearly communicated to you and agreed with you at the time when the Order is placed. Unless a payment fee applies to the Contract under these Terms or the Confirmation, the only 'cost' of the Contract will be the rate of exchange.
- 14.2 Subject to clause 14.3 and subject to any specific instructions that may be given by the Client, when executing a Spot Transaction or Forward Transaction, Ethical Currency will use reasonable endeavours to obtain the best result for the Client taking into account the exchange rate, cost, speed, size and any other consideration relevant to the execution of

the Order. Ethical Currency will determine (in its sole and absolute discretion) the relative importance of each of these execution factors by using its commercial judgement and experience in light of available market information.

- 14.3 Notwithstanding clause 14.2, the Client acknowledges and agrees that exchange rates may change prior to the time of execution of a Spot Transaction or Forward Transaction. There may be circumstances in which the exchange rate captured for a Spot Transaction or Forward Transaction differs from the rate which was notified to the Client at the time when the Order was placed. Without limitation to the provisions of clause 17, Ethical Currency shall not be liable in respect of any loss or diminution of value or profit derived from the change in any exchange rate.

15. REPORTS

Ethical Currency will update you on the status of any open Contract at a reasonable frequency. Where a Forward Contract is “out of the money” this will be no less frequently than each Working Day unless you indicate that you do not wish or need to receive such regular reports. In respect of a Spot Contract, Ethical Currency may not update you on the status unless you request specific notifications and these are included in the Confirmation.

16. LIABILITY OF THE CLIENT

- 16.1 The provisions of this clause 16 reflect the requirements of the PSRs.
- 16.2 The Client is liable up to a maximum of £50 for any loss incurred in respect of an unauthorised Contract arising:
- (a) from the use of a lost or stolen payment instrument; or
 - (b) where the Client (or any Nominated Dealer) has failed to keep its Client ID safe.
- 16.3 The Client is liable for all losses incurred in respect of an unauthorised Contract where it:
- (a) has acted fraudulently; or
 - (b) has with intent or gross negligence failed to comply with the provisions of clause 4.5.
- 16.4 Except where the Client has acted fraudulently, the Client is not liable for any losses incurred in respect of an unauthorised Contract:
- (a) arising after it has made the notification referred to in clause 4.5.; or
 - (b) where Ethical Currency has failed at any time to provide appropriate and reasonable means to enable the Client to provide notification in accordance with clause 4.5.

- 16.5 A Client is entitled to redress under this clause 16 only if it notifies Ethical Currency without undue delay, and in any event no later than 12 months after the debit date, on becoming aware of any unauthorised or incorrectly executed Contract.
- 16.6 Where Ethical Currency has failed to provide or make available information concerning the Contract in accordance with clause 7.3, the Client is entitled to redress under the relevant clause notwithstanding that the Client has failed to notify Ethical Currency as set out in clause 16.5.

17. LIABILITY OF MERCURY

- 17.1 Ethical Currency shall not be liable for any indirect, special or consequential loss or any loss attributable to lost profits or opportunities. Nor shall Ethical Currency have any liability whatsoever arising out of any action which Ethical Currency, in good faith, considers is necessary for it to comply with anti-money laundering and terrorist financing legislation (in any jurisdiction applicable to Ethical Currency). Ethical Currency shall not be liable to you for any delay or failure to fulfil its obligations caused by circumstances outside its reasonable control.
- 17.2 Where Ethical Currency and another person (such as another payment services provider) are liable to the Client in respect of the same matter or item, the Client agrees that the liability of Ethical Currency to the Client will not be increased by any limitation of liability the Client has agreed with that other person or because of the Client's inability to recover from that other person beyond what the liability of Ethical Currency would have been had no such limitation been agreed and/or if that other person had paid his or its share.
- 17.3 Where any loss, liability, cost or expense (a "**Loss**") is suffered by the Client for which Ethical Currency would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by the Client from Ethical Currency (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate Ethical Currency's contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred.
- 17.4 Ethical Currency shall not be liable for any Loss arising as a result of any default or negligence of any other payment service provider.
- 17.5 The Services are provided to the Client solely and exclusively by Ethical Currency. None of Ethical Currency's employees assumes any personal responsibility to the Client or any other person, owes the Client or any other person any personal duty of care nor is liable to the Client or any other person for any Loss arising, directly or indirectly, as a

consequence of their own acts or omissions. Accordingly, the Client agrees not to bring a claim against any of Ethical Currency's employees personally. This clause does not exclude or limit the liability of Ethical Currency for (i) the acts or omissions of any of its employees in the course of its business or (ii) the acts or omissions of its employees performed within the scope of the employee's contract of employment.

- 17.6 Ethical Currency accepts no responsibility for any delay in onward payment attributed to the late arrival of funds or instruction of payment relative to the cut off times of the designated bank or for delays or faults due to the clearing banks or banking systems.
- 17.7 Ethical Currency shall not be liable for any bank charges that the Client may incur in sending or receiving funds to or from Ethical Currency.
- 17.8 Ethical Currency shall not be liable to the Client for the non-performance of Ethical Currency obligations or the failure to execute any Order by reason of any cause beyond the reasonable control of Ethical Currency or if the execution of the Order would be illegal.
- 17.9 Ethical Currency's liability under or in connection with a Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the fees received by Ethical Currency under that particular Contract in which the liability arises.
- 17.10 Nothing in these Terms limits or excludes the liability of Ethical Currency for death or personal injury caused by its negligence or for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Ethical Currency or to the extent that the liability may not be excluded or limited by any applicable law.
- 17.11 The Client shall indemnify Ethical Currency and keep it indemnified from and against all liabilities, damages, losses and costs (including legal costs) duties, taxes, charges or commissions incurred or suffered by Ethical Currency 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 Ethical Currency may certify to be necessary to compensate it for all costs, expenses, liabilities and losses sustained or incurred by Ethical Currency (including but not limited to Ethical Currency's loss of profit and any loss or expenses which Ethical Currency may suffer or incur in taking such action as Ethical Currency in its sole discretion consider necessary or appropriate in the circumstances to cover, reduce or eliminate its exposure in respect of any Contracts where the Client fails to honour its obligations hereunder) as a result of:
 - (a) default by the Client in making any payment under a Contract or any other material breach by the Client of its obligations under the Contract;
 - (b) Ethical Currency effecting and taking all and any action and steps whatsoever to carry out the terms of any Order from or purporting to be from a person duly designated or authorised by the Client provided Ethical Currency authenticates Orders as detailed in Clause 4; or

- (c) Ethical Currency terminating all or any part of any Order or Contract as a result of a request from a regulatory body with statutory authority to do so following a breach by the Client of any relevant legislation or regulations including but not limited to money laundering legislation and regulations.

17.12 If the Client becomes aware of any unauthorised Orders, errors in the Confirmation or the delivery of funds, it must inform Ethical Currency immediately. If proven that the Client was aware of such issues but failed to inform Ethical Currency in good time, the Client may be liable for any loss incurred.

18. COMPLAINTS

18.1 Ethical Currency operates a Client complaints procedure for fair and prompt handling of complaints. The Client may notify Ethical Currency of any complaint by telephone, fax, email or in person.

18.2 Upon receipt of a complaint, Ethical Currency will respond promptly with full details of its complaints procedure, including information on timings and the requirement for a final response letter.

18.3 Where the Client is not satisfied with the outcome of a complaint, or with Ethical Currency's response, you may be entitled to use the Financial Ombudsman Service (the "FOS"). The FOS operates an out-of-court complaint and redress service. For further information on the FOS's processes or for information on how to submit a complaint, please see the FOS website: www.financial-ombudsman.org.uk.

18.4 The FCA operates a complaints procedure for Clients or interested parties to submit complaints about alleged breaches of the Payment Service Regulations. The complaints form is available on the FCA's website: www.fca.org.uk.

19. FORCE MAJEURE

19.1 Ethical Currency shall be under no liability to the Client where failure to fulfil any obligation under these Terms is due to:

- (a) abnormal and unforeseeable circumstances beyond the control of Ethical Currency, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- (b) the obligations of a payment service provider under other provisions of EU or national law.

19.2 If, in the circumstances described in clause 19.1 Ethical Currency is delayed or prevented from fulfilling its obligations under these Terms, Ethical Currency will take all reasonable steps to notify the Client and we shall be entitled to extend the time for performance of the relevant Order or fulfilment of the obligation for so long as such cause of prevention or delay shall continue. If the event continues to cause prevention or delay for a period of more than 30 days, both the Client and Ethical Currency shall

have the right, upon notifying the other, to terminate these Terms and any outstanding Contract.

20. CHANGES TO THESE TERMS

20.1 Any change to these Terms in relation to Orders and for Contracts to be executed by Ethical Currency will be communicated to the Client no later than two months before the date on which it is to take effect. Any proposed change may be made unilaterally by Ethical Currency where the Client does not, before the proposed date of entry into force of the change, notify Ethical Currency to the contrary and the Client will be deemed to have accepted the relevant change.

20.2 If a change is proposed in the circumstances described in clause 20.1, the Client has a right to terminate these Terms immediately and without charge before the proposed date of entry into force of the changes.

20.3 Ethical Currency will also notify you if there is a change in our regulatory status or any other significant change in its circumstances which would require it to notify the FCA.

21. NOTICES AND COMMUNICATIONS

21.1 Where Ethical Currency communicates with the Client, it will at all times ensure that the communication is fair, clear and not misleading.

21.2 All communications with the Client shall be in English only.

21.3 Unless an alternative method of delivery is specified in these Terms, any notification to be given by Ethical Currency to the Client under these Terms shall be given by telephone, or by delivering the same personally or by sending the same by e-mail, by special delivery or by facsimile transmission to the Client's address, e-mail address or fax number as set out on the Client Information and Acceptance of Terms.

21.4 Any notice given pursuant to clause 21.3 shall be deemed to have been received by the Client when sent by special delivery 24 hours from the date of posting and shall be deemed when sent by facsimile transmission to be received by the Client at the time of transmission provided that the party giving the notice proves that the registered envelope containing the notice was correctly addressed or proves the date, time and correct number of the facsimile transmission. Any notice served by email shall be deemed to have been received when transmitted.

21.5 Ethical Currency may correspond, convey documentation and generally communicate with the Client (unless the Client expressly request otherwise on specific Contracts) and receive such communications from the Client, electronically.

21.6 The Client acknowledges that the electronic transmission of information by e-mail on the internet or otherwise has inherent risks and such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to

be delivered. Ethical Currency uses filtering software to reduce the amount of spam arriving in users' inboxes and there is a risk that this and our anti-virus software may filter out legitimate Client correspondence.

21.7 Ethical Currency shall use our reasonable endeavours to ensure that electronic communications that it sends are free from viruses and other material which may cause harm to any other computer system. The Client undertakes to do likewise with any electronic communications it sends to Ethical Currency.

22. GENERAL

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

22.2 Except in so far as the context otherwise requires, each provision in these Terms shall be construed as independent of every other provision, and if any provision or part of any provision hereof is or becomes partially or fully invalid, illegal or unenforceable then the validity, legality and enforceability of the remaining provisions shall not be affected. In such circumstances, the invalid, illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

22.3 A failure by either party to exercise or enforce any right conferred upon it by these Terms shall not be deemed to be a waiver of such right or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22.4 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22.5 The parties agree and consent to the recording of telephone conversations between the parties with or without an automatic tone warning device; and the use of such recording as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties.

22.6 If Ethical Currency makes any recordings or transcript it may also destroy them in accordance with its normal procedures.

22.7 Any personal data supplied to Ethical Currency by the Client is protected by the Data Protection Act 1998. The Client agrees that Ethical Currency may use such data for the purposes of performing the Service, assessing the Client's identity and credit standing by reference agencies.

- 22.8 The Client agrees that from time to time Ethical Currency may contact the Client regarding services that Ethical Currency deem to be of interest to the Client.
- 22.9 Ethical Currency may send notices or other communications by fax, email or post and proof of posting or dispatch of any notice or other communication shall be deemed to be proof of receipt. Notices and other communications may be sent to the last known fax number, email or address of the Client. Ethical Currency will not accept any liability for the Client failing to update Ethical Currency of the Client's current contact details.
- 22.10 While Ethical Currency will use reasonable endeavours to make the Website available, Ethical Currency does not guarantee that it will operate continuously or without interruptions.
- 22.11 These Terms (and all documents referred to herein and annexed hereto) constitute the entire agreement between the Client and Ethical Currency and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- 22.12 Each of the Client and Ethical Currency agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 22.13 These Terms and any Contract to which these Terms apply and any dispute or claim arising out of or in connection with these Terms or any such Contract or its or their subject matter or formation (including non-contractual disputes or claims) are governed by and shall be construed in accordance with the laws of England.
- 22.14 Each of the Client and Ethical Currency agrees that the courts of England and Wales shall have exclusive jurisdiction over any claim, dispute or matter arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) and any Contract to which these Terms apply or its subject matter or formation (including non-contractual disputes or claims) or any of the documents to be entered into pursuant to these Terms.

Schedule 1 Definitions

“Administration Fee” is a reasonable fee charged to the Client for providing information or materials requested by the Client which are not part of the Terms. If the law specifies a maximum amount that can be charged for providing any such information or materials, then the Administration Fee will not exceed such maximum amount.

“Certified Person” means an independent professional person including a doctor, teacher, solicitor, barrister or accountant who can verify the original versions of the ID Documentation.

“Client Account(s)” are segregated bank accounts used by Ethical Currency to hold all Client funds. These accounts may be pooled and are used solely in the performance of Ethical Currency foreign exchange services obligated to perform for Clients. In performance of foreign exchange trades for the Clients, Ethical Currency may be required to pay money held in Client Accounts to counterparty banks or brokers as collateral for those foreign exchange trades. Where Ethical Currency does this, the balance of funds remaining in its Client Accounts will be retained as Client money. When money is repaid to Ethical Currency from counterparty banks or brokers to whom Ethical Currency has paid Client money as collateral to enable the performance of its services, Ethical Currency will treat that money received as Client money and it shall be paid into its Client Account.

“Client ID” is a unique reference Ethical Currency assigns to the Client for identification purposes. Similar to a bank account number, the Client ID must be kept secure. If the Client decides to disclose it to any third party, it is done so at the Client’s own risk.

“Confirmation” means the email confirmation issued by Ethical Currency to the Client recording the details of the Contract including the administration fees to be charged by Ethical Currency in respect of the Contract as well as any additional email confirmation provided by Ethical Currency to the Client from time to time.

“Contract” means a binding agreement between Ethical Currency and the Client for the purchase and/or sale of currency subject to these Terms.

“Forward Contract” is an Order to buy and sell currency where the Value Date is more than two Working Days from the Trade Date.

“ID Documentation” means without limitation a copy of a passport or photo driving licence or national identity card. We may require a utility bill not more than 3 months old and not a mobile phone bill. Both documents may need to be certified by a Certified Person.

“Margin” means the security amount or advance payment required by Ethical Currency from the Client and as specified in the Confirmation required for a Forward Contract.

“Order” is a verbal or written, (including by fax or email) or online instruction from the Client for Ethical Currency to perform a service or action.

“Payment Services” means those services set out in Schedule 1 Part 1 to the PSRs.

“PSRs” means the Payment Services Regulations 2009 (as amended by the Payment Services Regulations 2012).

“Services” means the services provided by Ethical Currency pursuant to these Terms.

“Spot Contract” means an Order to buy or sell currency where the Value Date is within two days from the Trade Date.

“Swap Contract” is an action to buy and sell currency to extend or reduce the Value Date of an existing spot trade for the full or partial amount. This may come from a Client Order or by Ethical Currency without the Clients consent where it is deemed necessary to cover any exposed positions. Additional fees may be charged to the Client.

“Terms” means the terms and conditions as stated here (as updated from time to time in accordance with clause 20).

“Trade Date” means the date when the currency was bought and sold.

“Value Date” is the date by which the bought currency is due to be sent to the Client, subject to receiving funds and payment instruction from the Client by the date and time specified in the Confirmation.

“Website” means <http://www.ethicalcurrency.com>.

“Working Day” is a day other than a Saturday, a Sunday or public holiday in England when clearing banks in London are open for business.

Unless the context requires words denoting the singular shall include the plural and vice-versa, references to any gender shall include all other genders and references to persons shall include bodies corporate, unincorporated associations and partnership in each case whether or not having a separate legal personality. References to the word **“include”** or **“including”** are to be construed without limitation. References to the word **“parties”** means either of the Ethical Currency or the Client and **“party”** shall be constructed accordingly.