

Compliance documentation - checklist

As a provider of foreign exchange services, No1 Currency is regulated by HM Revenue & Customs and complies with all anti money laundering regulations. In doing so, any business or individual who wishes to utilise our services must in the first instance read and accept our terms and conditions (attached) and register their details by completing and returning the following documentation.

- 1 Completed and Signed Copy of our Application Form**

We are required to retain the original of the completed and signed Application Form. We are also required to retain a certified copy of your passport/driving licence (as shown in the attached template).
- 2 A Certified Copy of Your Passport/Photo Driving Licence**

That is to say, an independent third party must sign the photocopy of your passport to say that the photograph is of a true likeness to you. They must also print their name, address, occupation and the date (see template attached). Please note that we require the photocopy with the original signature to be sent to us. (Note – we do not need to see the original passport/licence).
- 3 A Copy of a Company Letterhead/Compliment Slip**

Please also enclose a company letterhead/compliment slip showing the current business address.
- 4 Terms & Conditions**

Read and accept our standard terms & conditions as set out in this application form.

PLEASE BE ADVISED THAT UNDER CURRENT LEGISLATION WE ARE UNABLE TO EXECUTE ANY CURRENCY TRANSACTIONS WITHOUT THE ABOVE DOCUMENTATION.

Application Form – foreign exchange services

Company details

Company Name: (the client)	<input type="text"/>		
Trading Name: (if different)	<input type="text"/>		
Co. Registration No:	<input type="text"/>		
Address:	<input type="text"/>		
	<input type="text"/>		
Tel. No:	<input type="text"/>	Postcode:	<input type="text"/>
Website:	<input type="text"/>	Fax No:	<input type="text"/>
Years in Business:	<input type="text"/>	Line of Business:	<input type="text"/>
Annual Turnover:	<input type="text"/>	Annual FX Turnover:	<input type="text"/>
Currencies Traded:	<input type="text"/>	Type of Transactions: (e.g. spot, forward):	<input type="text"/>
		Purpose of Transaction:	<input type="text"/>
		Name of Main Bankers:	<input type="text"/>
		Current FX Provider:	<input type="text"/>

Employee details

Please detail below the names of the employees who will be authorised to trade with No1 Currency (please supply an extra sheet if necessary)

1.	Name:	<input type="text"/>		
	E-mail:	<input type="text"/>	Title:	<input type="text"/>
	Limit:	<input type="text"/>	Signature:	<input type="text"/>
2.	Name:	<input type="text"/>		
	E-mail:	<input type="text"/>	Title:	<input type="text"/>
	Limit:	<input type="text"/>	Signature:	<input type="text"/>
3.	Name:	<input type="text"/>		
	E-mail:	<input type="text"/>	Title:	<input type="text"/>
	Limit:	<input type="text"/>	Signature:	<input type="text"/>

Client Agreement

- 1 The Client requests No1 Currency Ltd (“No1 Currency”) from time to time to provide foreign exchange services including without limitation buying and selling currencies (spot and forward) to the Client pursuant to the attached Terms and Conditions.
- 2 The Client has received, read and understood the Terms and Conditions and agrees to be bound by them.
- 3 The Client warrants that the information in this Application Form is correct and that No1 Currency will be informed immediately in writing of any subsequent changes to that information.
- 4 The Client confirms that the above person(s) are authorised to give instructions for buying and selling currencies (spot and forward) and bank notes, and to transfer monies to third parties.
- 5 No1 Currency may only accept payment from a bank account in the Client’s own name and not from a third party unless prior arrangements have been agreed.
- 6 The Client consents to the digital recording of all telephone conversations with No1 Currency with or without an automatic tone warning device.

Compliance

No1 Currency is required to comply with the UK’s Money Laundering Regulations and must be able to identify its customers. In order to process your application promptly and to ensure the smooth running of future transactions please complete the following section by ticking each box and signing before returning the page with your signature and all previous pages together with the enclosures to us.

- I have enclosed a certified copy of the passport or photo driving licence of a director /partner/principal of the Client.
- I have enclosed a copy of the Client’s letterhead or compliment slip.

Data Protection

The Xchange Business may process the personal data supplied above, and other personal data you supply to us or we generate in the course of our relationship, in order to: i) process and fulfil orders, and ii) communicate with you about your account, and iii) perform credit checks and similar from time to time in order to allow us to set your trading limits. No1 Currency may contact you or your employees with marketing information about services offered by us or members of our Group, which we believe may be of interest to you.

If you do not want to receive that marketing information then tick this box.

All personal data will be processed as set out in clause 13 (Data Protection) of the attached terms and conditions.

Print Name:

Authorised Signature:

Date:

Passport certification

Below the picture of your photograph, please ensure that the following text is written and completed:

I hereby certify that this is a true likeness of:

Insert name of person shown in photograph

Signed by:

Signature of independent third party

Printed name:

Printed name of independent third party

Position:

Occupation of independent third party

Address:

Full postal address of independent third party

Postcode:

Date of Certification:

Date of signing

General terms and conditions

These Terms and Conditions ("the Terms") together with the Application Form completed by you and any other documentation referred to in them (together "this Agreement") govern the provision of foreign currency exchange services provided to you by No1 Currency. References in these Terms to "we", "us", "our", "ours" and "No1 Currency" are to No1 Currency Ltd. References in these Terms to "you", "your", "yours" and "Client" are to you, the customer of No1 Currency and, as the context requires, your designated authorised representative(s) from time to time.

1. No1 Currency

- 1.1 No1 Currency buys and sells currencies for trade, business or other commercial purposes. No1 Currency does not supply currency for speculative purposes or provide investment advice
- 1.2 Any individual, company or other business organisation ("the Client") wishing to enter into transactions with No1 Currency for the purchase and/or sale of currency ("Orders") agrees with No1 Currency that all transactions shall be carried out on these Terms.
- 1.3 No1 Currency services comprise the purchase and/or sale of currency in accordance with the Client's instructions for spot and/or forward delivery by electronic transfer or in note form. No1 Currency deals with the Client on an execution only basis and does not provide advice as to the merits of proposed Orders. Whilst No1 Currency may provide information about currency markets and related matters, the Client relies entirely on its own judgement when making an Order.

2. Client instructions

- 2.1 No1 Currency will accept oral or written Orders (including Orders by fax or email) from the Client and shall be entitled to act upon such Orders received from such person or persons as the Client authorises ("Authorised Persons"). Details of Authorised Persons together with specimen signatures shall be supplied to No1 Currency by the Client on entering into this Agreement and thereafter as amended in writing from time to time. Such amendment shall not be effective until acknowledged in writing by No1 Currency.
- 2.2 The Client agrees that Orders by fax or email are entirely at its own risk. The Client agrees to indemnify No1 Currency and keep No1 Currency fully indemnified on demand against any losses that No1 Currency may incur as a result of accepting Orders by fax or email whether from the Client or purporting to be from the Client and which No1 Currency honestly believe have come from the Client. No1 Currency shall be under no duty to question or make any enquiries concerning any Orders by fax or email which it believes in good faith to be genuine Client instructions.
- 2.3 An Order is made when No1 Currency accepts the Client's proposal for an Order and this will generally be an oral acceptance. No1 Currency may in any event require the Client to confirm Orders in writing.
- 2.4 Once an Order has been placed by or on behalf of the Client and accepted by No1 Currency it cannot be rescinded, withdrawn or amended without No1 Currency's express consent. No1 Currency may, at its absolute discretion, refuse to accept any Order given by the Client without giving any reason or being liable for any loss occasioned thereby.

3. Documentation

- 3.1 For the purpose of this clause and clause 4 below "Business Day" shall mean a day when the banks in the City of London are normally open for business.
- 3.2 No1 Currency will provide the Client with a document confirming the details of each Order which shall, whether sent by fax, post or email be conclusive evidence of the contract formed between the parties.
- 3.3 Unless the Client notifies No1 Currency of any error or omission within the earlier of two Business Days of receipt of any documents issued by No1 Currency to the Client or the Value Date, the Client shall be deemed to have agreed and accepted the contents of such documents and shall not thereafter be entitled to dispute the contract of any such document which shall, in the absence of any obvious error, be conclusive evidence of the matters stated therein. The Client should contact No1 Currency if it has not received a document confirming the details of an Order within 48 hours of instructing the Order.
- 3.4 Where the Client specifies a Value Date which occurs less than two Business Days from the date of the Order, unless the Client notifies No1 Currency of any error or omission in any documents issued by No1 Currency to the Client at the point at which such documents are received by the Client, the Client shall be deemed to have agreed and accepted the contents of such documents and shall not thereafter be entitled to dispute the contract of any such document which shall, in the absence of any obvious error, be conclusive evidence of the matters stated therein.
- 3.5 Documents may be sent by fax, email or post and proof of posting or dispatch or any document or other communications shall be deemed to be proof of receipt (a) in the case of fax or email the day of despatch or if not a Business Day the next Business Day thereafter, and (b) in the case of delivery by first class post 48 hours from the date of posting. Documents shall be sent to the last known fax number, email address or address of either party as provided by the other party from time to time.

4. Payment and Delivery

- 4.1 The Client agrees to take physical delivery of the Order on the date specified by the Client to, and accepted by, No1 Currency ("the Value Date").
- 4.2 The Client will notify No1 Currency at least two Business Days before the Value Date of the destination to which payment of the Order is to be made ("the Payment Destination"). Where the Client specifies a Value Date which occurs less than two Business Days from the date of the Order, No1 Currency does not guarantee delivery of the Order on the Value Date.
- 4.3 The Client will pay to No1 Currency the amount of the Order plus any Charges (as defined in clause 5) or Margin or Margin Call (as defined in clause 6) as agreed between the parties ("the Payment Provisions"). No1 Currency shall only accept payment made to it from a bank account bearing the Client's name and not from any third party.
- 4.4 No1 Currency will pay the amount of the Order to the Payment Destination on the Value Date if cleared funds are received by No1 Currency on or before the Value Date in accordance with the Payment Provisions.
- 4.5 All payments due from the Client to No1 Currency under these Terms shall be made in full without any set-off, counter-claim, deduction or withholding whatsoever. No1 Currency may deduct from any payments to be made to or on behalf of the Client such amounts as No1 Currency may be required by law to deduct or as may be charged to No1 Currency in respect of transfer or other charges. No1 Currency shall have the right to set-off against any Client monies held by No1 Currency any amounts owed by the Client to No1 Currency in respect of any Order.
- 4.6 All monies paid to No1 Currency which have not vested in No1 Currency shall be held in a pooled client trust bank account until otherwise applied according to the Client's instructions or these Terms. Payments held in the client trust bank account shall be separately identifiable from No1 Currency's own funds.
- 4.7 Banks have specific cut off times for the receipt and dispatch of electronic payments. No1 Currency accepts no responsibility for and shall have no liability in respect of any delay in onward payment attributable to the late arrival of monies or instruction of payment relative to the cut off times of the designated bank.
- 4.8 Without prejudice to clause 2.3, if the Client asks No1 Currency to move the Value Date to a date later than originally agreed and No1 Currency agrees to do this, the Client will be liable for any costs and losses which No1 Currency incurs because of this change.

5. Charges

- 5.1 The Client shall pay No1 Currency's commission and other charges (including but not limited to such administration charges and charges for late payment as may be agreed) ("the Charges") in accordance with the Payment Provisions.

6. Margin

- 6.1 No1 Currency may require the Client to make an immediate advance payment to No1 Currency in respect of certain Orders, including without limitation forward contracts No1 Currency may agree to accept from the Client from time to time ("the Margin"). This is to provide No1 Currency with security in respect of the risk it is incurring on the Order prior to the Client making payment.
- 6.2 Payment of the Margin shall be made in accordance with the Payment Provisions.
- 6.3 The Margin will be held by No1 Currency in trust for the Client in a designated client account and until such time as the Margin vests in No1 Currency the Client warrants that the Margin shall be free from and the Client shall not create over the Margin any charge or other encumbrance.
- 6.4 The Client shall not be entitled to any interest on the Margin or on any other monies No1 Currency holds on the Client's behalf on any Order.
- 6.5 The Margin shall vest automatically in No1 Currency on the occurrence of any one of the following events:
 - 6.5.1 the Value Date or, in the event that the Order is closed out prior to the Value Date, on the instruction of the Client;
 - 6.5.2 at such time as No1 Currency incurs any costs, losses or liabilities or is exposed to any rise in currency exchange rates (as No1 Currency in its absolute direction shall decide) on behalf of the Client in respect of any Order, in such an event that proportion of the money, held as the Margin, equal to No1 Currency's costs, losses and liabilities shall vest automatically in No1 Currency;
 - 6.5.3 the Client becomes insolvent or unable to pay its debts, has a bankruptcy, winding up or administration petition against it presented to the Court or has to convene (or has convened) a meeting for the purpose of having a liquidator appointed or has a receiver appointed over its property or proposes a form of arrangement or composition with its creditors (other than for the purposes of an amalgamation or reconstruction approved in advance in writing by No1 Currency) or in the case of a partnership has a bankruptcy petition presented against a partner ("an Event of Insolvency") or any other similar or analogous event occurs under the laws of any applicable jurisdiction or the Client ceases or threatens to cease to carry on all or part of its business;
 - 6.5.4 the Client is not able to comply with or is in breach of any of the terms of this Agreement.
- 6.6 If the market moves unfavourably No1 Currency may require the Client to provide a greater Margin to reflect the increased risk (the "Margin Call"). In the event of a Margin Call being made the Client shall pay all monies required pursuant to the Margin Call in accordance with the Payment Provisions to No1 Currency within 24 hours of No1 Currency first communicating the Margin Call to the Client. The Client's failure to do so shall be a fundamental breach of these Terms and shall entitle No1 Currency, without prejudice to any other remedy available to it, to immediately and without notice to the Client close out the Order without liability.
- 6.7 Without prejudice to clause 11, the Client shall fully indemnify No1 Currency and keep No1 Currency indemnified on demand in respect of any losses, costs, charge or expenses and any other liability which No1 Currency may incur in closing out or unwinding any forward contracts. No1 Currency may use the Margin to pay such sum.

7. Capacity and Warranties

- 7.1 The law requires No1 Currency to know its client. This means that No1 Currency must know that the Client is who it states it is and obtain proof. No1 Currency must also know that the Client is exchanging currency for a legitimate and non-speculative purpose. Accordingly, when signing this Agreement and making any Order the Client warrants that:

- 7.1.1 it is acting as a principal and has full power, authority and legal capacity to enter into this Agreement and every Order executed thereunder;
- 7.1.2 all information supplied to No1 Currency relating to this Agreement is true and accurate in all material respects and the Client will not omit or withhold any information which would render the information so supplied to be false or inaccurate in any material respect;
- 7.1.3 it is entering into this Agreement in connection with its trade or business or for other legitimate, non-speculative commercial purposes, or for a genuine reason for requiring an exchange of currency, such as a contract to purchase property goods or services and not for investment purposes;
- 7.1.4 it will provide to No1 Currency on request such information regarding its financial and business affairs as No1 Currency may reasonably require (including without prejudice to the foregoing, any obligation relating to the Money Laundering Regulations 2007);
- 7.1.5 all sums paid by the Client to No1 Currency under this Agreement belong to the Client, have not been obtained by illegal means, are in no way tainted by criminal activity and are not subject to any charge, encumbrance or other security.
- 8. Disputes**
- 8.1 The parties agree and consent to:
- 8.1.1 the electronic recording by either party of telephone conversation between the parties with or without an automatic tone warning device; and
- 8.1.2 the use of such recordings or transcripts from such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties.
- 8.2 Any such recordings or transcripts made by No1 Currency may be destroyed by No1 Currency in accordance with No1 Currency's normal practice.
- 9. Termination**
- 9.1 No1 Currency shall have the right to close out all or part of any Orders from the market without prior notice or further liability to the Client upon or at any time after the happening of any of the following events:
- 9.1.1 the Client shall fail to make any payment for an Order when due and in accordance with this Agreement;
- 9.1.2 the Client materially breaches any of the terms of this Agreement or fails to comply with its obligations to No1 Currency in respect of any Order;
- 9.1.3 it becomes or may become unlawful for No1 Currency to maintain or give effect to all or any of the obligations under this Agreement or otherwise to carry on its business or if No1 Currency or the Client are requested to close out an Order (or any part thereof) by any regulatory authority whether or not the request is legally binding.
- 9.1.4 an Event of Insolvency (as defined in clause 6.5.3) or if the Client ceases or threatens to cease to carry on all or part of its business;
- 9.1.5 any of the events specified above or anything analogous thereto occurs under the laws of any applicable jurisdiction; or
- 9.1.6 No1 Currency at its absolute discretion considers it necessary or desirable to do so for its own protection provided that No1 Currency shall immediately inform the Client if it has closed out all or part of any Orders pursuant to this clause.
- 9.2 If the Client becomes aware of the occurrence of any event referred to in clause 9.1, it shall give No1 Currency notice of such event forthwith.
- 9.3 No1 Currency may retain all or any of the Client's monies if it is required to do so by law and then deal with the money as ordered by a court or other body of competent jurisdiction.
- 10. No1 Currency's Liability to the Client**
- 10.1 In this clause and clause 11 "Liability" shall mean losses, costs (including legal costs) damages, expenses, taxes, duties, charges or any other liability whatsoever.
- 10.2 No1 Currency shall not be liable to the Client for Liability arising out of this Agreement or any Order made in pursuance of this Agreement by reason of any cause except where it is due to the fault or negligence of No1 Currency, provided that Liability shall be for direct losses only and No1 Currency expressly excludes liability for consequential loss (including loss of profits) or damage. No1 Currency's liability to the Client under these Terms shall not exceed the lesser of the value of the Order in respect of which the negligent act or omission occurred or £1 million in respect of any one claim or in aggregate.
- 10.3 Beyond the liability accepted in clause 10.2 above No1 Currency excludes all liability to the fullest extent permitted by law and, without prejudice to the generality of the foregoing, No1 Currency accepts no responsibility for any delay or failure of any third party involved in the transmission, provision or delivery of any Order.
- 11. No1 Currency's Liability to the Client**
- 11.1 The Client shall indemnify and keep No1 Currency indemnified on demand against all Liabilities incurred by No1 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 No1 Currency may certify to be necessary to compensate it for all Liability sustained or incurred by No1 Currency (including but not limited to No1 Currency's loss of profits) as a result of
- 11.1.1 any default in payment by the Client or any sum under this Agreement or any Order when due or any other breach by the Client of this Agreement;
- 11.1.2 No1 Currency doing and taking all and any action and steps whatsoever to carry out the terms of any Client instructions whether oral or written from or purporting to be from Authorised Persons for such purpose pursuant to and in accordance with clause 2 above; or
- 11.1.3 No1 Currency exercising its right under these Terms to close out all or any part of any Order.
- 11.1.4 No1 Currency may charge the Client interest daily on any amounts owing to No1 Currency at the rate of 4 per cent per annum above the Bank of Scotland plc base rate from time to time in force compounded daily from the due date until payment.
- 11.2 In the event of a default in payment by the Client No1 Currency may without notice to the Client combine, consolidate or merge all or any of the Liabilities of the Client and may set-off or transfer any sums from time to time owed to the Client in or towards the satisfaction of any of the Liabilities of the Client and notwithstanding that the Liabilities may not be expressed in the same currency No1 Currency is authorised to effect any necessary currency conversions at the rates then prevailing.
- 12. General**
- 12.1 Nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name, class, and description or otherwise) or any right to enforce a term of this Agreement.
- 12.2 The Client agrees that nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties.
- 12.3 Clause 11 shall survive termination of any Order made under the Terms.
- 12.4 These Terms, together with the documents referred to therein and the Application Form, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior oral and written communications with respect thereto. If you require changes please make sure that you ask for these to be put in writing. In that way we can avoid any problems surrounding what we and you are expected to do.
- 12.5 No1 Currency may amend these Terms if we have a valid reason for doing so by notice in writing to the Client at any time and such amendment shall be binding with the agreement of the Client from the date of such notice. Any such amendment shall not be retrospective or affect any rights or obligations that may already exist in respect to any Order.
- 12.6 Should any of the Terms be deemed unenforceable or illegal, the remaining Terms will nevertheless continue in full force and effect.
- 12.7 This Agreement is personal to the parties and may not be assigned or transferred without the written consent of the other party.
- 12.8 Any failure by either party to exercise and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.
- 12.9 In the event of any of the Terms being in conflict with other documentation produced pursuant to this Agreement then the Terms shall have priority.
- 12.10 Any reference in the Terms to the singular shall where appropriate include the plural and vice versa.
- 12.11 These Terms shall be governed and construed in accordance with English Law.
- 13. Data Protection**
- 13.1 We are keen to strike a fair balance between your personal privacy and ensuring you obtain a good service from us. We are fully registered under the United Kingdom's Data Protection Act 1998. Further information about this Act can be found at www.ico.gov.uk.
- 13.2 In this clause 13 "Your Personal Data" means personal data about you or your employees that was: i) provided in the Application Form; and/or ii) provided by you, or generated by us, in the course of our relationship.
- 13.3 We may process Your Personal Data in order to process and fulfil Orders and to communicate with you about your account. We may also collect and process Your Personal Data in order to perform credit checks and similar from time to time in order to allow us to set your trading limits.
- 13.4 Unless you opted out in the Application Form then we may also use Your Personal Data to send you or your employees marketing information about services that may be of interest to you that are offered by us, or by members of our Group of Companies. However, each release of marketing material will include the ability to opt out from future marketing information. You may also opt out from marketing information at any time by contacting info@no1currency.com
- 13.5 Where you instruct us to make a payment to an individual on your behalf then we may need to process personal data about that individual in order to complete the payment. You will supply that information and you will ensure that the relevant individual(s) consent(s) to our processing of that data in order to make that payment. In addition, we may supply some of Your Personal Data to the payee or the payee's bank in order to complete the payment. If the payee or the payee's bank is outside the European Economic Area then that supply may include a transfer of Your Personal Data to a country outside the European Economic Area.
- 13.6 We may outsource or contract the provision of IT services to third parties, and if we do those third parties may hold and process Your Personal Data. However, in that event we will ensure that the IT supplier only processes Your Personal Data for us, and as directed by us.
- 13.7 We may from time to time re-organise our corporate structure. Accordingly, we may pass Your Personal Data to other companies in our Group of Companies. If we do then we will ensure that those other Companies comply with the provisions of this clause 13 in relation to Your Personal Data. If we sell all or part of our business then we may pass Your Personal Data to the purchaser. In that event, we will ensure that the purchase contacts you after completion of the sale to inform you of the identity of the purchaser.
- 13.8 At all times we will process Your Personal Data in accordance with UK law. We will not sell Your Personal Data to any third party (other than as part of a wider sale of the business). Other than as set out in this clause 13, or where we are required or compelled to do so under law, we will not disclose Your Personal Data to anyone else. Other than as set out in this clause 13, we will not transfer Your Personal Data outside the European Economic Area. We will use reasonable endeavours to prevent unauthorised access to Your Personal Data in our possession or control.
- 13.9 When you view one of our web-sites some information may be stored on your computer. This information will be in the form of a "cookie" or similar file and will help us to improve your browsing experience. Cookies allow web-sites to be tailored to better match your interests and preferences. With most Internet browsers, you can erase cookies from your computer hard drive, block all cookies or receive a warning before a cookie is stored. Please refer to your Internet browser instructions or help screen or learn more about these functions.