

R.V.B | CORPORATE ACCOUNT APPLICATION

- Completed all sections of Application Form

- Application form signed by 2 directors/partners or director and company secretary

- Profile sheet completed for 2 directors/partners or director and company secretary

- Profile sheet completed for any shareholder owning 25% or more of the company
(Not required for any individual who has completed Profile Form for 3 above)

- Profile sheet completed for any individual mandated to transact on the account
(Not required for any individual who has completed Profile Form for 3 or 4 above)

- Certified copy of passport and proof of residence* **for all directors, significant shareholders and mandate holders**
*(Utility bill, bank statement, less than 3 months old)

- Certified Certificate of Incorporation **and** Memorandum of Association*
*or other governing documents for the firm

1. COMPANY/PARTNERSHIP DETAILS

Full Name: _____
(*the customer*)

Legal Status: PLC / LTD / LLP / Sole Trader / Other
(please circle as appropriate)

Registered Office: _____

Postcode _____ Country _____

Correspondence address: _____

Postcode _____ Country _____

Company registration no. _____ Country of registration _____

Telephone no _____ Fax no _____

Website _____

Business Sector _____

2. MAIN CONTACT

Full Name _____

Position _____

Telephone no _____

email _____

3. CURRENT DIRECTORS/PARTNERS AND COMPANY SECRETARY

Name _____ Position _____

Name _____ Position _____

Name _____ Position _____

Name _____ Position _____

Name _____ Position _____

Please ensure that Personal Profile Forms (page 4) have been completed for 2 directors/partners or if 'the customer' has only 1 director then for the director and the company secretary.

4. SHAREHOLDER / PARTNERS WITH 25% OR MORE OWNERSHIP

Name	-----	Holding	-----	%
Name	-----	Holding	-----	%
Name	-----	Holding	-----	%
Name	-----	Holding	-----	%

Please ensure that Personal Profile Forms (pages 4) have been completed for each individual or corporate owning 25% or more of the company. (Not required for any individual who has completed a Personal Profile Form for 3 above)

5. MANDATE TO GIVE TRADE INSTRUCTIONS

The following people are authorised to place transactions and give payment instructions on behalf of 'the customer'

Name	-----	Position	-----
Tel no	-----	email	-----
Name	-----	Position	-----
Tel no	-----	email	-----
Name	-----	Position	-----
Tel no	-----	email	-----

Please ensure that Personal Profile Forms (pages 4) have been completed for each individual authorised to give instructions to RVB currency on behalf of 'the customer'. (Not required for any individual who has completed a Personal Profile Form for 3 or 4 above)

6. AUTHORISATION

We confirm that the above employees of 'the customer' are authorised to place currency orders with RVB Currency on behalf of 'the customer'. We confirm that we have the full power and authority to enter into this agreement for and on behalf of 'the customer'. We also confirm acceptance of the attached Terms and Conditions of RVB Currency.

Name (printed)	-----	Position	-----
Signed	-----	Date	-----
Name (printed)	-----	Position	-----
Signed	-----	Date	-----

DIRECTOR / SHAREHOLDER / MANDATE HOLDER PERSONAL PROFILE FORM

Where appropriate, please fill in ALL details as registered at Companies house in the UK or equivalent.

Title (Mr/Mrs/Miss) ----- First Name -----

Middle Initials ----- Surname -----

Date of Birth (dd/mm/yyyy) ----- Place of Birth -----

Nationality ----- Any Previous Name -----

Passport No* _____

*Important - please enter the full number along bottom of photo page including the last two digits, not the number in the top right corner

Driving license no -----

Work telephone no ----- Home tel no -----

Mobile telephone no ----- email address -----

Current address: -----

Postcode ----- Country -----

Month you moved to current address (mm/yyyy) -----

If you have lived at address for less than 3 years

Previous address: -----

Postcode ----- Country -----

Date you moved to current address (dd/mm/yyyy) -----

RVB CURRENCY UK LIMITED TERMS AND CONDITIONS

These Terms and Conditions apply where “you” ask us to perform and we agree to perform a foreign exchange transaction on your behalf to an account nominated by you.

Our internal compliance standards require that there must be a clear understanding in writing, between RVB Currency UK Limited and you our client as to the extent of our responsibilities. Accordingly, following our appointment to carry out your foreign exchange transaction(s) we set out below brief details of our responsibilities and our understanding of the services, that you require us to perform.

RVB Currency UK Limited is a UK registered company, number 7586693, regulated by the FCA as an Authorised Payment Institution (FRN: 593854) and by HMRC as a money transmitter under license number: 12653819.

These Terms and Conditions are effective from and including 22nd January 2018.

DEFINITIONS

In Our Terms the following words have the following meanings:

“**Acceptance**” our acceptance of a Trade communicated by us to you over the phone and/or in writing;

“**Additional Margin**” an additional sum of money on top of the Margin which we may require from you in the event of a Variation on a Trade;

“**Authorised Person**” a living individual who is authorised by you and accepted by us to provide us with instructions on your behalf;

“**Business Day**” 9:00am to 5:00pm GMT Monday to Friday excluding Bank Holidays and Public Holidays in England;

“**Close Out**” a termination of a Trade prior to the originally agreed date or prior to settlement of Trade;

“**Contract**” the contract between you and us for the performance of a Trade and any Money Transfer you ask us to perform in respect of that Trade;

“**Contract Note**” the document produced by us that outlines the Trade we have agreed to perform for you and any specific requirements concerning that Trade, which will be sent to you following our Acceptance;

“**Forward Trade**” means a foreign exchange transaction where acting on your instruction we secure an immediate exchange rate on currency to be delivered at a pre-determined future date longer than two Business Days after Acceptance;

“**Limit Order**” a foreign exchange transaction forming part of Our Services where we receive an instruction from you to buy or sell currency at a pre-determined exchange rate which is above or below the current exchange rate;

“**Margin**” the amount that we may ask you to provide us with in advance to secure a Trade;

“**Money Transfer**” the transfer of the Traded Funds to Your Nominated Account;

“**Our Documentation**” any papers, notes, forms or other documentation which we may require you to complete or persons to complete on your behalf from time to time, including (without limitation) for registration or money laundering purposes and any authorisation or mandate;

“**Our Nominated Account**” the bank account that for the purposes of the Trade we have identified in advance to you as the account into which the funds traded must be delivered;

“**Our Services**” our foreign exchange services, comprising the performance of foreign exchange trades and the transfer of proceeds of foreign exchange trades;

“**Our Terms**” these terms and conditions of business;

“**Our Website**” the website www.rvbcurrency.com;

“**Regulations**” means the Payment Services Regulations 2017;

“**Request**” any request, whether oral, or in writing, or electronically via Our Website to purchase any of Our Services;

“**RVB Currency UK Limited**”, “we”, “our” or “us” refers to RVB Currency UK Limited which is a company incorporated in England with company number 7586693 and whose trading address is at Rex House, 4-12 Regent Street St. James, London. SW1Y 4PE, United Kingdom.

“**RVB Trust Account**” segregated client trust bank account(s) held by us for the benefit of RVB Clients;

“**RVB Clients**” clients of RVB using Our Services;

“**Same Day Trade**” a transaction forming part of Our Services where the Value Date is the same Business Day as the date of Acceptance;

“**Spot Trade**” a foreign exchange transaction forming part of Our Services where the Value Date is two Business Days after the date of Acceptance;

“**Spread**” the profit we make on the Trade;

“**Third party**” means any other person other than you or us, including (without limitation) any body corporate or incorporate and any limited liability company or partnership including any group company or associated company;

“**Trade**” any foreign exchange transaction authorised by you and carried out by us;

Traded Funds” any funds to which you are entitled under the Contract following settlement of a Trade;

“**Value Date**” the date on which the Trade will mature;

“**Variation**” the difference between the original value of a Trade and the value if the Trade was immediately Closed Out up to a maximum of the full value of the Contract;

“**you**” or “**your**” refers to you, our customer, being a firm or company with whom we contract to provide Our Services; and

“**Your Nominated Account**” the bank account notified by you to us in advance that we are to transfer any Traded Funds to you or any third party whom you instruct us to pay.

1. LANGUAGE AND APPLICABLE LAW

Our Terms are written in the English Language and the English Language shall also be the language of the Contract. All communications between us shall be made in the English Language. Our Terms are subject to the laws of England and Wales and by the acceptance of these Terms and Conditions all parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

2. FINANCIAL MARKETS

a. Market Information

We cannot and will not provide advice as to the suitability or otherwise of any foreign exchange transaction or the prevailing or future market trends, or whether to proceed or not to proceed, or in respect of timing. We will provide information as to the current market conditions however any decision to proceed or not to proceed will rest solely with you. Nor will we provide specific or general advice to you. RVB Currency UK Limited is a deliverable foreign exchange company and will not permit or become involved in speculative foreign exchange transactions.

b. Timing

You should be aware that banks have fixed cut off times for the receipt and dispatch of electronic payments. We are not responsible for and have no liability for any delay in or failure of any Trade that results from a late arrival of funds or from the late receipt of instructions.

c. Formation of Contract

- You may Request us to perform a Trade for you, and we may in our absolute discretion accept your Request, orally or in writing or electronically via Our Website. Each Request is an offer by you to purchase some of Our Services.
- We may in our sole discretion, refuse to proceed with a Request for a Trade or (subject to the requirements of the Regulations) a Money Transfer at any time.
- The Contract will be formed on Acceptance. Details of the Trade will be communicated to you on Acceptance and confirmed to you in writing in the Contract Note.
- Each Trade and the Money Transfer that we perform for you in respect of that Trade are subject to a separate Contract. Each Contract incorporates Our Terms.

3. YOUR RESPONSIBILITY TO US

a. Registration

Before we can perform any of Our Services for you, you must register with us and properly complete Our Documentation. In accordance with our obligations under the anti-money laundering legislation detailed above you must provide us with sufficient information to enable us to satisfy ourselves as to your identity. Such information may contain but not be limited to electronic identification and/or the provision of copies of photographic identification and copies of documentation verifying your address.

b. Legal Requirements on us, including for Money Laundering

You will on request promptly supply us with or procure the supply to us of all information and documentation which we may ask you for at any time to enable us to comply with any legal requirements on us relating to Our Services, including as required by the Money Laundering Regulations 2007. This might include proof of registered office or principal business address, confirmation of beneficial ownership, access to corporate documentation (such as Memorandum and Articles of Association) and proof of identity of any partner (if you are a firm), Director (if you are a company) or Authorised Person.

c. Speculation

You must not use and shall procure that Authorised Persons do not use any of Our Services for any speculative purposes and use Our Services only for commercial purposes and not for investment purposes. Any profit that has been derived from a Trade that we deem to be speculative will not be paid to you.

d. Password

It is your responsibility to keep safe and you will procure that all Authorised Persons keep safe any password that you or any Authorised Person may at any time be required to use to access any part of Our Services. We will not be responsible for any loss as a result of any Trade 'purportedly' executed by an Authorised Person by reason of loss or misuse of any password that was required to use or access any of Our Services or Our Website.

e. Information

You are responsible for the completeness and accuracy of all information you provide or any Authorised Person provides to us at any time, including without limitation Our Documentation, any Request and Your Nominated Account Details. You must always provide us with instructions, and procure that all Authorised Persons provides us with instructions, in the English Language.

If at any time you ask us to communicate with another person about a Trade or Money Transfer, we will not be liable to you for any disclosure of any information we make to that person concerning that Trade or Money Transfer and we are entitled to rely on and to treat any information disclosed to us by that person as complete and accurate in all respects.

You warrant to us that all information you or any Authorised Person will provide to us at any time will be accurate. You must keep your contact information and information regarding Authorised Persons up to date at all times and be available to be contacted and procure that Authorised Persons will be available to be contacted by us at all relevant times.

You will notify us in writing as soon as you become, or any Authorised Person becomes, aware of any error in any details you have, or any Authorised Person has, provided to us, or any error in connection with the Trade. You will also notify us in writing immediately if any circumstances occur that affect your ability to pay us for our Services. You will not, and will procure that Authorised Persons will not, omit to tell us anything or withhold any information from us which may affect our decision whether or not to provide you with Our Services or to continue to do so.

We are not responsible for any error or inaccuracy in any information you provide to us or for any changes you wish to make which are not properly notified to us in writing.

f. Capacity

You will not, and will procure that Authorised Persons will not, complete the Request on behalf of any third party and you will not, and will procure that Authorised Persons will not, provide us with any instructions for or on behalf of or on account of any third party. We have no responsibility to and will not perform Our Services for any person except you under the contract.

You warrant to us that you have full capacity to enter into the Contract.

g. Authorised Persons

We will only accept instructions to carry out a transaction on your behalf from an Authorised Person. You must supply us with all details we require concerning any personnel whom you wish to become an Authorised Person before we can perform any Trade or Money Transfer for you. You must properly complete all Our Documentation relating to the appointment of any Authorised Person. No personnel will become an Authorised Person until we have notified you in writing that they have been accepted by us. Following our acceptance, we will treat the Authorised Person as having the Authority from you to instruct us in respect of all matters for which they are stated to be authorised by you in Our Documentation and all instructions from the Authorised Person as if they came from you.

You warrant to us that all Authorised Persons have full authority from you to instruct us in connection with all matters in respect of which they are stated to be authorised by you in Our Documentation.

It is your responsibility to properly complete Our Documentation with all information relating to Authorised Person and the scope of his authority. You must notify us in writing immediately if you wish to change any information you have provided in Our Documentation relating to an Authorised Person, including if you wish to change the identity or scope of authority of an Authorised Person.

You are responsible for the integrity of and all acts and omissions of all Authorised Persons. We are not responsible for any loss or harm which you or any other person may suffer or incur as a result of any act or omission of any Authorised Person. In the event that any Authorised Person should at any time provide us with instructions which are against your interests or outside the scope of his actual authority, we cannot be responsible unless those instructions also clearly fall outside the scope of the authority of the Authorised Person as stated in Our Documentation.

We may require specimen signatures of Authorised Persons at any time. Where required, you will procure that such signatures are provided to us upon request. Our receipt of a signature substantially resembling the specimen will be sufficient for us to authenticate an instruction as genuine. We may also require written confirmation from an Authorised Person of any instruction at any time.

h. Third Parties

The Contract is personal to you and us. We have no responsibility to and will not perform Our Services for any third party under the Contract. You warrant to us that you are not acting for or on behalf of or as agent for any third party.

i. Funding the Trade

i. Spot Trade/Same Day Trade/Limit Order

The amount we require from you will be due to and must be paid to us in full in cleared funds by no later than 12.00 midday on the Business Day we tell you in Our Acceptance.

ii. Forward Trade

The amount we require from you will be due to and must be paid to us in two parts:

- a. A Margin in full in cleared funds by no later than the Business Day we tell you in our Acceptance;
- b. The balance, in full in cleared funds by no later than 12.00 midday on the Business Day we tell you in our Acceptance will be the Value Date for the Trade.

- In addition to the Margin and balance due to us, we may also require an Additional Margin from you to make up for any Variation that may have occurred on the Trade. We will contact you if we require Additional Margin from you and tell you the amount due to us. You must pay this amount in cleared funds to us within 24 (twenty four) hours of our request. Failure to do so may result in a Close Out.

iii. Any Trade

- You must pay all sums due to us for the Trade in full in cleared funds by the due date and time specified in our Nominated Account.
- You must pay all sums due to us for the Trade in the currency agreed in the Contract.
- We do not accept cash or cheques paid over the counter.
- You may not make any discounts or deductions from any amounts due to us.
- We may charge interest on any sum due to us at any time which is not received by us in full in cleared funds by the due date of 4% (four percent) above the base rate from time to time of the Bank of England, and this interest will accrue daily from the due date until we are in receipt of the overdue amount in full in cleared funds.
- You warrant to us that all sums you pay us and any security you give to us relating to the Trade (including any Margin or Additional Margin) will be beneficially owned by you and not subject to any mortgage, charge, lien or other encumbrance.

4. OUR RESPONSIBILITY TO YOU

We will:

- Provide Our Services at all times in accordance with Our Terms in relation to the Trade.
- Tell you what the Value Date will be.
- Tell you what amount we require from you, together with the date and time by which we must be in receipt of that amount in full in cleared funds.
- Use the contact information you provide us with to contact you, including to verify any transaction, to check your identity or to notify you of any requirement for an Additional Margin.
- In relation to any Money Transfer that we have agreed to perform for you (subject to any provisions in Regulations affecting time for performance of any Money Transfer falling within the ambit of Regulations, further details concerning which set out in clause 14) perform it:
 - if we are in receipt of your onward payment instructions by the Value Date and time we specify, as soon as practicable after the Value Date (or, if the Value Date is not a Business Day, as soon as practicable after the first Business Day following the Value Date); or
 - if we are not in receipt of your onward payment instructions by the Value Date and time we specify, as soon as practicable after we have received your onward payment instructions,
- But you should be aware that it can take more than 5 (five) Business Days for the funds to clear, depending on local banking arrangements.

We will not:

- provide any of Our Services to you unless or until you have met the requirements of clause 3.a. (Registration), 3.b. (legal requirements on us, including for Money Laundering), 3.c. (Speculation), 3.d. (Password), 3.e. (Information) and 3.f. (Capacity) of Our Terms;
- perform the Trade until we are in receipt of cleared funds from you;
- accept any money to perform a Trade from any person other than you;
- proceed with any Trade having a higher value than any transaction limit which we may impose from time to time.

5. SETTLEMENT OF LIABILITIES AND DEDUCTIONS

- We may use any sum that we receive from you (including any sum forming part of any Margin we receive from you) at any time to settle any liability that we may incur relating to the Trade.
- In providing Our Services we may use a number of intermediaries (such as correspondent banks). This may incur costs that cannot be calculated in advance. You agree to be liable for these expenses.

6. CLIENT TRUST MONEY

- With the exception of the amount used to pay Spread, we will hold all sums that you pay to us in trust in the RVB Trust Account. We may use money from the RVB Trust Account solely in the performance of our foreign exchange services that we are obliged to perform for you.
- In the performance of foreign exchange trades for you, we may be required to pay money held in the RVB Trust Account to counterparty banks or brokers as collateral for those foreign exchange trades. Where we do this, the balance of funds remaining in the RVB Trust Account will be retained as client trust money.
- When money is repaid to us from counterparty banks or brokers to whom we have paid trust money from the RVB Trust Account as collateral to enable the performance of Our Services, we will treat that money received as trust money and it shall be paid into the RVB Trust Account .
- We are entitled to deduct the Spread from the sums we receive from you. The Spread does not constitute part of the money we hold on trust for you.

7. TERMINATION

- The Contract terminates automatically on completion of a Trade. However we reserve the right to terminate the Contract at any time, where you fail to make payment of any description as contained in Our Terms or where in our reasonable opinion there is a material breach of Our Terms by you or where we are unable to contact you with regard to any matter. We also reserve the right to terminate the Contract where it becomes unlawful for us to carry out the Contract or we are obliged to do so by virtue of any legal or regulatory obligation.
- Once entered into you do not have the right to terminate the Contract as we immediately incur liability and purchase currency on your behalf immediately.
- In the event of the termination of the Contract we will Close Out any trades not completed and inform you of any loss or liability we have incurred. You are responsible for the loss or liability we have incurred and you must pay such loss or liability incurred on demand by us. We reserve the right to use any such sum as may have been provided by you in respect of a Margin to settle all or part of the loss or liability. After settlement of the loss or liability incurred we will return to you any such sum as may be remaining.

8. OUR LIABILITY

- We are not liable for any loss or damage incurred by you as a result of your breach of Our Terms in any way. Nor are we liable for any "indirect" or "consequential" loss as defined under the laws of England and Wales.
- We are not liable for any loss as a consequence of our being unable to provide you with our services arising out of circumstances that could be described as outside our control.
- We are not liable under the Contract to any third party and are not liable for any loss or damage whatsoever caused to any third party. You hereby fully indemnify us and shall keep us fully indemnified in respect of all and any losses, costs (including legal costs), claims, damages, expenses, taxes, charges and any other liability whatsoever which we may incur at any time to any third party in connection with our performance, or contemplated performance, of the Contract or any of Our Services or otherwise in connection with any instruction from you or any Authorised Person.
- No provision of this clause, nor any other provision of Our Terms, shall have as its object or effect the exclusion or limitation of any liability we may have for personal injury or death resulting from our negligence or (subject to the foregoing) for fraud or any other liability which it is not possible for us to exclude or limit by law or regulation.
- For the avoidance of doubt, it is agreed by us that we shall not be liable for any fraud committed by a third party on us, nor for any fraudulent misrepresentation made to us and relied on by us, unless we were actually aware of such fraud prior to its discovery, or actually knew the misrepresentation made by such third party to us to be fraudulent at the time it was made. It is agreed between us, that in our dealings with third party service providers, the fact that such third party is authorized and regulated by its applicable regulatory authority to carry on the business contemplated by us with them, shall be conclusive for the purposes of our agreement with you that such third party, is in compliance with all requisite authorisations and is (in the absence of our actual knowledge to the contrary) carrying on its business in an honest and open manner. Accordingly, we shall be entitled to rely on any statement or representation of fact made to us by such third party, or any action carried out by them as being true and in compliance with any regulations governing the conduct of business by such third party.

9. CIRCUMSTANCES BEYOND OUR CONTROL

We are not liable to you if we are unable to perform any of our obligations to you or our performance of any of our obligations is delayed due to any circumstance outside of our reasonable control, including (without limitation) any industrial action, labour dispute, act of God, fire, flood or storm, war, riot, civil commotion, siege, security alert, act of terrorism or any resulting precautionary measures taken, act of vandalism, sabotage, virus, malicious damage, compliance with any statute, statutory provision, law, governmental or court order, the actions or instructions of the police or of any governmental or regulatory body or any central banking authority which authorise us or otherwise enable us or any intermediary to perform or give affect to Our Services, cut or failure of power, failure of equipment, systems or software or internet interconnectivity or the occurrence of any extraordinary fluctuation in any financial market that may materially adversely affect our ability to perform the Trade or your ability to fund the Trade. If any of these circumstances occur then the contract shall be suspended for the period during which they continue or, at our discretion, we may terminate the Contract.

10. LINKING AND FRAMING

We are not responsible for the content, polices or services of any third party or sites linked to or accessible via Our Website. The existence of any link to any other website does not constitute an endorsement of or association with any such website or any person operating any such website. Any reliance on any content polices or services of any third party or any website other than Our Website is at your sole risk. Any queries, concerns or complaints concerning any website other than Our Website should be directed to the persons responsible for their operation.

11. CONFIDENTIALITY

- We respect the privacy of the affairs of all our customers and always aim to treat customer information as confidential and to use customer information in confidence.
- We will not treat customer information as confidential where it is already public knowledge or where it becomes public knowledge through no fault of our own.
- We may disclose customer information if we are required to do so by law, by a court, by court order, to meet any statutory, legal or regulatory requirement on us, or by the police or any other law enforcement agency in connection with the prevention or detection of crime or to help combat fraud or money laundering. We may also disclose customer information to counterparties where it is in our reasonable opinion necessary to provide Our Services.

12. PAYMENT SERVICES REGULATIONS

- In accordance with our obligations under the Regulations we must inform you of certain important rights pertaining to you.
- Once a Trade is completed we cannot retain the proceeds unduly and must send them to Your Nominated Account or return them to you.
- Money transfers are governed by the Regulations where the destination of the funds and the recipient of those funds are located with the EEA and where the funds are in a currency of an EEA state.
- Further information on the Regulations can be found on the website of the Financial Conduct Authority (FCA).

13. COMPLAINTS

We value all our customers and take our obligations seriously. We have established internal procedures for investigating any complaint that may be made against us in relation to any Money Transfer. In accordance with our complaints procedure, any complaint you may make relating to any Money Transfer must be made or confirmed to us in writing to Head of Client Services at RVB Currency UK Ltd, Rex House, 4-12 Regent Street St. James, London. SW1Y 4PE, United Kingdom. If you are a qualifying complainant and are still dissatisfied following our response to any complaint, you may have the right to refer your complaint concerning the Money Transfer to Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

14. GENERAL

a. Third Party Rights

The Contract (Rights of Third Parties) Act 1999 shall not apply to the Contract. This means that only you and we have the rights, obligations or privileges under the Contract and no third party can enforce any of its terms or take any action under the Contract.

b. Severability

If any court of competent jurisdiction finds that any part of Our Terms is invalid, unlawful or unenforceable for any reason those parts (to the extent possible) shall be deleted from Our Terms and the remaining parts (to the extent possible) shall remain in force and continue to be binding on you and us.

c. No waiver

No failure to enforce or delay in enforcing any right or remedy available to you or us under the Contract (including as provided for in Our Terms or otherwise available under English Law) will mean that you or we cannot exercise any such right or remedy at a later date.

d. Assignment

- You may not assign, transfer, charge or dispose of the Contract or any of your obligations, rights or privileges under the Contract to any third party at any time without our prior consent in writing.
- We may assign, transfer, charge or dispose of the Contract in whole or in part or any of our obligations, rights or privileges to any third party at any time.

e. Notices

- Where any notice is required by Our Terms to be given in writing, it must be written in the English language and:
- Where it is to be given by you, it must be sent by email to info@rvbcurrency.com or by post to Head of Compliance, RVB Currency UK Ltd. Rex House, 4-12 Regent Street St. James, London. SW1Y 4PE, or to such other email or postal address in the United Kingdom which we tell you to use by notifying you in advance in writing in accordance with the provisions of this clause 14.
- Where it is to be given by us, it must be sent by email to the last email address we hold for you or by post to the last postal address we hold for you, or to such other email or postal address in the United Kingdom which you tell us to use by notifying us in advance in writing in accordance with the provisions of this clause 14.
- Any notice sent by email will be treated by you and us as being received on the first Business Day coming after the day on which it was sent and any notice sent by post will be treated by you and us as being received on the second Business Day coming after the day on which it was posted.

f. Entire Agreement

The details set out in your Request and our Acceptance (each as confirmed in our Contract Note) and Our Terms form the entire agreement between us concerning the Contract. No other discussions, telephone conversations, email communications, documents or materials form part of the Contract. No purchase order, order confirmation or terms and conditions issued by you shall govern the Contract. All other terms and conditions implied by law or any custom, trade practice or course of dealing, including (without limitation) all warranties, shall to the fullest extent permitted by law be excluded from the Contract. Only those warranties expressly stated to be given by us or by you in Our Terms shall apply to the Contract. In entering into the Contract you acknowledge that you have not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (however and whenever made) other than as expressly made in Our Terms. This clause does not exclude any liability we may have to you for fraud or prevent you from bringing any claim against us for fraud or fraudulent misrepresentation.

g. Variation

- Changes to Our Terms can only be made as provided for in clause 2 where you and we together agree in writing changes to Our Terms (and which will generally only be in exceptional circumstances). Our Terms can never be altered, changed or varied verbally.
- You may not unilaterally alter, vary or make any change to any term of the Contract. You may however alter, vary or change any term of the Contract where we agree this with you. Where we agree this with you, the fact of our agreement will be communicated to you orally or in writing and, where it is communicated to you orally, confirmed in writing.

h. Monitoring

We may monitor and record any telephone conversation we have with you and make transcripts of them. We may store and use any recording and any transcript of any telephone conversation we have with you for the purposes of verifying the details of a Trade or to help us to resolve any dispute that may arise between us concerning a Trade, the Contract or any of Our Services, for the purposes of the prevention or detection of money laundering or crime (including fraud) and for the purposes of training and quality control.

i. Data Protection

You warrant to us that any "personal data" (within the meaning of that term as defined in the Data Protection Act 1998) ("The Act") which you supply to us at any time, or which any of your employees, contractors, agents or any Authorised Person supplies to us at any time, has been lawfully obtained and will lawfully be supplied to us in accordance with the Act.

You hereby fully indemnify and shall keep us fully indemnified against all and any losses, costs (including legal costs), claims, damages, expenses, taxes, charges, and any other liability whatsoever which we may incur at any time arising from our use of any such personal data in the performance of the Contract or any of Our Services.

j. Conflict

In the event of any conflict between any terms or conditions in any other documentation or materials provided to you by us at any time pursuant to the Contract, unless expressly stated otherwise in such documentation or materials, Our Terms shall always prevail.