

convera

Customer Agreement for Services

Convera UK Financial Limited



This is a list of the terms used in this Agreement:

Agreement: has the meaning given to it in Section 1.1.

Applicable Law: means any law, regulation or rule, as amended from time to time, that applies to you or us.

Application Form: means the application form which you completed and submitted to Convera UK to request to use the services of Convera UK.

Business Day: means a day on which banks are open for business in the UK, excluding Saturday, Sunday and public holidays.

Cleared Funds: Funds received by us in respect of the Services which are no longer subject to a right of recall initiated by the payment provider or financial institution from which the funds are sent under the terms of the applicable payment system.

Confirmation: has the meaning given to it in Section 3.7.

Control: means the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or
- (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and the terms **Controlled** and **Controlling** shall be construed accordingly.

Convera Affiliate: means any person Controlled by Convera UK, any person Controlling Convera UK and/or any person Controlled by the same person as Convera UK.

Convera UK: means Convera UK Financial Limited (Company Number 13682869) with its registered office at Alphabeta Building, 14-18 Finsbury Square, London, England, EC2A 1AH.

Customer: means the individual customer named in the Application Form.

Designated Client Account: means a bank account established and maintained by the Convera UK with an authorised bank for the sole purpose of safeguarding funds held on behalf of its clients which is held separately from any other funds held by Convera UK and as to which no person, including Convera UK shall have any right over or interest in such client funds except to the extent permitted in Section 2.10 below.

Draft: means a paper draft payment instrument, payable to the Payee in the currency specified by the Customer.

EEA: means European Economic Area.

Market Disturbance: means any circumstance where we reasonably believe that market conditions in the relevant financial market are abnormal and this includes circumstances where in our opinion, deposits in the currency concerned are not available in the ordinary course of business to us in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls it is impractical for us to execute a transaction in the applicable foreign currency.

Market Order Effective Period: means the period of time, which shall not exceed 60 days, within which you have instructed us to purchase or sell funds at the Target Rate.

Market Order Instruction: means your request, which may be made by you by telephone, facsimile, letter or email, to purchase/sell funds at the Target Rate within the Market Order Effective Period.

Payee: means the intended recipient of the money following a payment.

Payment Account: means an account held in your name which is used for the execution of payment transactions.

Payment Instruction: means a request by you for a payment to a third party.

Personal Data: means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the individual's physical, physiological, genetic, mental, economic, cultural or social identity.

Process or Processing: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Request: means a request from you for the provision of Services by Convera UK.

Services: means whether in the singular or the plural, the buying or selling of foreign currency, the making of payments by electronic means, by wire or draft or by other agreed means, purchase of foreign currency cheques, the services contemplated in any Addendum, the debiting and/or crediting of Your bank account and any other global payment, or related, solutions provided by us in accordance with Your Request.

Settlement Amount: The total amount, including the cost of currency acquisition as well as any fees and charges (including any fees and charges set forth in any Addendum, if applicable), you owe us pursuant to a Request.

Sustainable and Purchasable: means where a foreign exchange rate is traded in the market with volume sufficient to sustain that rate level for a commercially reasonable timeframe.

Target Rate: means our exchange rate stipulated by you, if and when such stipulated rate becomes Sustainable and Purchasable, at which you have instructed the us to purchase/sell funds.

we, us and/or our: have the meanings given to them in Section 1.1.

you: has the meaning given to it in Section 1.1.

1. General

1.1 This Agreement (the **Agreement**) sets out the terms and conditions on which Convera UK (**we, us or our**) shall provide the Services to the Customer (**you**). You should read this Agreement carefully, it sets out key information about us and the Services we will provide to you, including how to terminate the Agreement and any fees that are payable for such Services. It also sets out how we can make any changes to this Agreement.

1.1A Unless the context otherwise requires, any reference in this Agreement to European Union law that is applicable or effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect after 11pm on 31 January 2020.

1.2 Privacy Statement. In addition to this Agreement, you should also refer to our privacy statement, which we can provide to you upon request.

1.3 Company Information. Convera UK Financial Limited (Company Number 13682869, registered office address Alphabeta Building, 14-18 Finsbury Square, London, England, EC2A 1AH).

1.4 Information during the Agreement. If you would like a copy of the Agreement or any further information about the Services at any time please contact us by:

- (i) sending an email to: CustomerservicesUK@convera.com;
- (ii) telephoning us on 0800 096 0172 (or +44 207 539 6960 if calling from outside the UK; and/or
- (iii) writing to us at Alphabeta Building, 14-18 Finsbury Square, London, England, EC2A 1AH, marked for the attention of the Customer Care Manager, Compliance Department.

1.5 No Financial Advice. You shall be solely responsible for evaluating and selecting the time and nature of all Services requested from us and shall not treat any information provided by us at any time as financial or investment advice.

2. Using Our Services

2.1 Use of the Services. You must be at least 18 years of age in order to use our Services and by using our Services, you confirm that you are 18 or older. You confirm that you will only use the Services to transact on your own behalf and not provide your login details to anyone else to use.

2.2 Applicable law. You confirm that using our Services does not breach any Applicable Law that would apply to you.

2.3 Complete and Accurate Information. You confirm that all information that you provided to us on the Application Form is true, correct and complete. You confirm that you will inform us without undue delay if there are any changes to this information at any time when this Agreement is in force.

2.4A Anti-money Laundering Measures. In order to comply with our obligations under Applicable Law, we are required to carry out customer due diligence. You agree to provide us with any information we request in order for us to carry out necessary checks. If we do not receive such information, we cannot provide you with the Services. We may provide such information to law enforcement agencies and/or other regulatory bodies where we are required to do so to comply with Applicable Law.

2.4B Sanctions. You confirm that you are not subject to any Sanctions.

2.5 This Agreement will govern your relationship with us and, subject to the following sentence, will become binding upon you immediately upon your first Request to us. Sections 15 and 19 will become binding upon you as soon as you sign the Application Form. Any Addendum to this Agreement will be binding upon you as soon as you sign such Addendum. This Agreement will continue in force from the date they become binding until the date they expire or are terminated in accordance with Section 14 or as otherwise agreed between the parties.

2.6 Once you have completed the Application Form and we have verified your identity and the purpose for requiring the Services, you shall be able to submit Requests in accordance with, and subject to, the terms set out in this Agreement.

2.7 You can make a Request by telephone, email or letter. You agree that in making a Request, you consent to the execution of a transaction.

2.8 For the purposes of this Section 2 the time of receipt of a Request shall be the latest of:

- (a) the applicable deemed time of receipt, as follows: (1) Requests by phone are deemed received at the time the Requests are confirmed with us; (2) Requests by letter are deemed to be received three (3) Business Days after the date of posting if sent by 1st class post or four (4) Business Days for 2nd class mail; and (3) Requests by fax are deemed as received at the time the fax is received at our office. In each case, Requests received after 15:00hrs or on a day that is not a Business Day will be deemed to have been received on the next Business Day;
- (b) on a specific day as requested by you in a Request; and
- (c) the time of receipt of the Settlement Amount in Cleared Funds.

For the avoidance of doubt, we will not debit the Payment Account until a Request has been received.

2.9 Fees. Certain fees will be chargeable by us to you for the Services, which fees shall be set forth in an Addendum that will be provided to you from time to time or upon request. Unless otherwise agreed in writing, we may change the fees charged for the Services at any time upon two months written notice to you in accordance with Section 14.5 below.

2.10 Safeguarding of Funds. We are required to ensure that all funds which have been received from you for the execution of relevant payment transactions (the "**Relevant Funds**") are appropriately safeguarded. There are different ways this can be achieved. Currently, We use a combination of:

- (a) the comparable guarantee method, which means that We have procured a guarantee from an insurance company or a credit institution (the "**Guarantee**") to cover the amounts of relevant funds which We hold for all of Our clients; and
- (b) the segregation method, which means that relevant funds are held in a Designated Client Account separately from Our own funds, in accordance with the Payment Services Regulations 2017.

In the event of Our insolvency, bankruptcy or in any other situation of equal ranking or in the event that We are unable meet Our financial obligations:

- (a) the Guarantee shall become payable and the proceeds of the Guarantee will be paid into the Designated Client Account; and
- (b) the funds in the Designated Client Account are not part of the mass of Our assets and you (and Our other clients for whom We are holding Relevant Funds) will be entitled to be reimbursed from this pool (in priority to other creditors).

3. When we cannot accept a request

- 3.1** We shall not be obliged to accept any Request from you if:
 - 3.1.1** you are in default under this Agreement or any other terms, agreement or arrangement with us;
 - 3.1.2** to accept and/or carry out any such Request would be unlawful, illegal (including, without limitation any breach of any applicable anti-bribery or anti-corruption laws or regulations), would contravene the requirements of any regulatory or governmental authority or involve us in onerous costs or expenses;
 - 3.1.3** you are declared bankrupt or you enter into a scheme of arrangement with your creditors;
 - 3.1.4** we are hindered or prevented by an event or circumstances outside our control, including but not limited to Market Disturbance, from accepting such Request.
- 3.2** If we decide under this Section not to accept any Request we shall inform you as soon as possible.

4. Payment To us For Services/Provision of funds to be transferred

- 4.1** You agree to pay to us the Settlement Amount, in Cleared Funds to the Designated Client Account by such means as we agree or specify from time to time before we make any payments on your behalf, within two (2) business days of the time that you transmit a Request to us under Section 2 (or earlier as may be agreed between us).
- 4.2** If such funds are not received, we may be delayed in carrying out the Services and there may be delay in your beneficiary receiving payment. In this event we shall not be liable for any losses, costs, charges or expenses incurred by you or your beneficiary.
- 4.3** Your attention is drawn to Section 5.2.1 below whereby we may cancel the relevant Request in the event of non-receipt of transfer funds/sums due to us from you.
- 4.4** You may also authorise us to direct debit your account in order to meet your settlement obligations under a Request. If you have instructed us to initiate a direct debit (including any amendments or cancellations thereto) to your bank, such direct debit will be made in accordance with the direct debit mandate signed by you and in accordance with the applicable direct debit scheme rules. You agree that we and your bank are authorised to credit your account from time to time in the event that credit adjustments become necessary. You authorise us to communicate with your bank as necessary to effect the Services contemplated in this Agreement. You shall provide prompt written notice to us if you cancel the direct debit mandate or change the account(s) at your bank, from which we have been granted a mandate to initiate direct debits.
- 4.5** If as a result of an error or omission caused by us, where we incorrectly debit your bank account in an amount that exceeds the value of the amount actually due, we shall return to you the over-debited amount (i.e. the difference between the amount debited and the Settlement Amount actually due). The return of funds by us shall be made within five (5) business days of us receiving written notice of the over-debit. Return of the over-debit amount shall be our sole and exclusive remedy for any such error or omission. If as a result of an error or omission caused by us, we incorrectly debit your bank account in an amount that is less than the value of the amount actually due, we are hereby authorised by you to initiate an additional debit(s) from your bank account for the additional funds owed by you to us.
- 4.6** We shall be entitled to set off any sums that are due to you from us against any sums that are due to us

in relation to the Services, including, without limitation, any sums that are due to us pursuant to Section 4.1 above.

- 4.7** You acknowledge that we may perform the set-off pursuant to Section 4.6 against any of your claims against us, irrespective whether these are due or not and irrespective of their currency. In order to perform the set-off where the respective claims are denominated in different currencies, you agree that we may convert one currency into another at the rate of exchange at which we, acting in a reasonable manner and in good faith, specify for such conversion.
- 4.8 Dishonoured Settlement.** In the event that any electronic debit authorised by you is dishonoured by your bank, we will charge, and you agree to pay, all processing costs associated with each rejected electronic debit.

5. Cancellation

5.1 Cancellation by you

Subject to Section 10.3, you may cancel the Services requested provided that the instruction for the cancellation is sent to us before the payment related to that Request is released by us for payment to the beneficiary. Once we have received the Request and Cleared Funds in accordance with Section 4.1, you may not revoke the Request. Where the payment has not been released by us, we will cancel the Request as per your request and advise you of the cancellation. You agree to indemnify us in full against any and all losses, costs, damages, charges and expenses (including without limitation, any foreign exchange losses) incurred by us in connection with any such cancellation.

5.2 Cancellation by us

We shall be entitled to cancel and not fulfill any Request, irrespective of whether a Confirmation has been issued or funds received by us in any of the following circumstances:

- 5.2.1** you are in default under these Conditions or any other terms, agreement or arrangement with us, including but not limited to the non-receipt of transfer funds/sums due to us from you;
- 5.2.2** to accept and/or carry out any such Request would be unlawful, illegal, would contravene the requirements of any regulatory or governmental authority or involve us in onerous costs or expenses;
- 5.2.3** you are declared bankrupt or you enter into a scheme of arrangement with your creditors;
- 5.2.4** we are hindered or prevented by an event or circumstances outside our reasonable control including but not limited to Market Disturbance from carrying out such Request: or
- 5.2.5** we suspect an unauthorised or fraudulent use of the Services, or payment instrument as means to pay for the service.
- 5.3** If we decide under Section 5.2 to cancel any Request duly accepted we shall inform you as soon as possible and in any event no later than the next Business Day of:
- (a) the refusal;
 - (b) if we are permitted to do so by Applicable Law, the reason for the refusal; and
 - (c) where the reasons for the refusal relate to factual matters, the procedure for rectifying any factual errors.

Where you have sent us funds to carry out a Request but we cannot accept the Request for the reasons set out above, we will return such funds to you without undue delay unless we are not able to do so as a result of Applicable Law.

6. Making Payment Instructions

- 6.1 Transaction Information.** In order to make a Payment Instruction to a Payee, we require that you provide us with the following information:
- (a) full name of the Payee;

- (b) the Payee's bank details or if such funds are not being delivered to a bank account, please see Section 11 below; and
- (c) the amount to be sent to the Payee and the relevant currency.

6.2 Complete Information. Before submitting a Payment Instruction to us, you shall be responsible for ensuring that all information contained in that Payment Instruction is complete and accurate. We rely on the information provided by you to process Payment Instructions. You should also ensure that the currency to be received by the Payee matches the currency of the Payee's account, and that the Payee's bank account number and Payee's bank identifiers, including BICs, SWIFT codes and IBANs are correct. If you supply us with incorrect or insufficient information, funds may not be properly transferred to or received in the Payee's account and funds sent to an incorrect bank account or bank may not be recoverable by us. You acknowledge that you must review all Payment Instructions carefully prior to submitting a Payment Instruction and if you subsequently learn of any error in a Payment Instruction, you must immediately notify us using the details in Section 1.4.

6.3 Transaction Limits. We may set limits on the amount that you may send in one payment or an overall payment limit from time to time.

6.4 Information before the Payment Instruction takes place. When we receive a Payment Instruction from you, we shall provide you with information on the maximum time it will take for the Payee to receive the money, any charges payable by you and a breakdown of such charges.

6.5 Cash placed on your Payment Account. Where you place cash on your Payment Account with us in the same currency as that Payment Account, we shall ensure that the amount is made available to you and value dated no later than the end of the next Business Day after the receipt of the funds.

6.6 Amount Transferred and Amount Received. We and you agree that we can deduct our fees and charges from the amount transferred or in your Payment Account. This may mean that the amount transferred to the Payee will be less than the amount you transfer to us because of our fees.

6.7 Information after the Payment Instruction takes place. On at least a monthly basis, we will provide you with a statement that includes:

- (a) a reference that enables you to identify the payment transactions and if relevant, the Payee;
- (b) the amount of the payment transaction in the currency used in the Payment Instruction;
- (c) the amount of any charges and the breakdown of such charges;
- (d) the actual exchange rate used and the amount of the payment transaction after that currency conversion; and
- (e) the date on which we received the Payment Instruction.

6.8 We realise that sometimes requests by letter or facsimile may be difficult to read or requests made by telephone may be difficult to hear. Therefore, we shall issue a confirmation in writing to you setting out all relevant details of the instruction as understood by us in relation to each request made by telephone, facsimile, email or letter received from you (Confirmation). Please check the Confirmation carefully and let us know immediately if there is a mistake.

7. Execution Time and Value Date

7.1 Time to complete the payment. We will credit the amount of the payment transaction to the Payee as follows:

- (a) if (i) the payment is to be delivered in sterling to a Payee in the UK or in euro to a Payee in the UK or the EEA or (ii) there is a payment involving a single currency conversion (and the conversion is between sterling and euro only) and the payment is made in sterling or euro to a Payee in the UK or in euro to a Payee in the EEA, payment will be delivered to the account of the beneficiary's payment service provider by no later than the end of the Business Day following the time of receipt by us of the Payment Instruction;

- (b) if the payment is to be delivered to a Payee in in the UK but section 7.1 (a) does not apply (for example, because the payment is to be made in a currency other than sterling or euro), the payment will be delivered to the account of the Payee's payment service provider by no later than the end of the fourth Business Day following the time of receipt by us of the Payment Instruction; and
- (c) where sections 7.1(a) and 7.1(b) do not apply (for example, because the payment is to be delivered to a Payee outside the UK or the EEA, or is in a currency other than sterling or euro), the payment shall be processed and delivered by us in accordance with our standard processing times.

7.2 Absence of a Payment Account. Where the Payee is not receiving the funds into a bank account or other payment account, the payment service provider accepting these funds for the Payee must make the funds available to the Payee immediately after the funds are received from us. However, please note that we are not liable for any time it may take the Payee's payment service provider to make the funds available to the Payee.

7.3 Payment Instruction refused by Payee's payment service provider. Where the Payee's payment service provider rejects the payment transaction or the funds that were the subject of a Payment Instruction are otherwise returned to us by the Payee's payment service provider, we will contact you without undue delay. You can either:

- (a) provide us with corrected information to complete the relevant Payment Instruction; or
- (b) instruct us to return such funds to you.

7.4 If you do not provide us with a correct Payment Instruction in a timely manner, we will contact you and funds will be returned to you in the same currency in which they were delivered to us. Subject to Applicable Law and section 8.2 below, you will be solely liable for any resulting foreign exchange or other losses.

7.5 Subject to section 8.5 below, we are not liable to you for any loss or damage suffered by you because of any delay that results from the Payee's payment service provider refusing the Payment Instruction.

8. Non-execution or Defective or Late Execution of Payment Transactions

8.1 Correct Execution. We are liable to you for the correct execution of the Payment Instruction requested by you, unless we can prove the Payee's payment service provider received the correct amount of the Payment Instruction in accordance with the information in your Payment Instruction.

8.2 Where we have incorrectly executed a payment transaction and we are liable, we shall refund you the amount of the Payment Instruction without undue delay and in any event, no later than the end of the next Business Day on which we become aware of an incorrectly executed payment transaction.

8.3 Regardless of whether we are liable to refund you, we shall immediately and without charge:

- (a) make efforts to trace any non-executed or incorrectly executed payment transaction; and
- (b) notify you of the outcome.

8.4 We are liable to you for any charges incurred by you or any interest incurred as a consequence of the non-execution, the defective or late execution of the payment transaction.

8.5 Liability for unauthorised payments. If you become aware of an unauthorised or incorrectly executed payment transaction, please notify us without undue delay and in any event no later than thirteen months after the debit date of such transaction. When a transaction was not authorised by you in accordance with the process in Section 6, we have an obligation to refund you in accordance with 8.2 above.

8.6 Fraud or gross negligence. If you have committed fraud in relation to using our Services or have been negligent in relation to your obligation to keep your login details for the Online Payment System secure, we have no obligation to refund you.

8.7 Dishonoured Settlement. In the event that any electronic debit authorised by you is dishonoured by your bank, we will charge, and you agree to pay, all processing costs associated with each rejected electronic debit.

9. Currency Conversion

- 9.1 If your Request involves a currency conversion by us, it will be converted at the exchange rate we set for the relevant currency exchange.
- 9.2 We then add a transaction fee which shall be applied to your payment transaction.
- 9.3 Where a currency conversion is offered by us to you when you make your Request, you will be shown the exchange rate (which includes the currency conversion fee) that will be applied to the payment transaction before you proceed with authorising the Request. By proceeding with your authorisation of the Request, you are agreeing to the currency conversion on the basis of the exchange rate shown plus any applicable transaction fees.

10. Market Orders

- 10.1 If you submit a Market Order Instruction to us, you authorise us to accept and act in accordance with the Market Order Instruction. Each Market Order Instruction shall be effective only after we have received it and have had a commercially reasonable opportunity to act upon it. Each Market Order Instruction must set forth the currency, the amount, and the Market Order Effective Period and delivery instructions (if any). Market Order Instructions are accepted between 9:00 and 15:00hrs.
- 10.2 If the Target Rate becomes Sustainable and Purchasable during the Market Order Effective Period, we will execute the Market Order Instruction and send to you a Confirmation. For avoidance of doubt, unless you have cancelled the Market Order Instruction in accordance with Condition 10.3, the Market Order Instruction will be binding on you once the Target Rate becomes Sustainable and Purchasable during the Market Order Effective Period and you are liable to us for the full amount payable pursuant to the Market Order Instruction. You agree to promptly review each Confirmation for accuracy and immediately advise us of any error or discrepancy.
- 10.3 Market Order Instructions may not be cancelled by you at any time after the instruction has become Sustainable and Purchasable. In order to cancel a Market Order Instruction during the Market Order Effective Period, we must receive from you a written instruction directing cancellation and such cancellation instruction shall only be effective once we have had a commercially reasonable opportunity to act upon such instruction. In the absence of such cancellation instruction, we shall act in accordance with the Market Order Instruction and you shall be liable for costs and settlement pursuant to the Market Order Instruction.
- 10.4 If the Target Rate does not become Sustainable and Purchasable during the Market Order Effective Period, the Market Order Instruction shall automatically expire at the end of the Market Order Effective Period. Unless otherwise stated in the Market Order Instruction, Market Order Instructions shall remain in effect until 23:59hrs on the last day of the Market Order Effective Period.

11. Drafts

- 11.1 **Delivery.** At your request, we may send money to a Payee via a Draft.
- 11.2 **Stop Requests.** You should contact us immediately to request a stop order on a Draft. To the extent that the Payment Instruction has already been processed and the Draft issued, it cannot be stopped. We will not be liable if payment on a Draft cannot be stopped and it has already been processed when we receive your stop request.
- 11.3 **Replacement Drafts.** We agree to issue a replacement draft or a refund to you at an exchange rate deemed appropriate by us, provided always that we are first able to place a stop on the draft in question. You agree to indemnify us and hold us harmless from and against any and all losses, costs, claims, damages and expenses incurred by or brought against us as a result of our placing a stop on the said original draft and subsequently issuing a replacement or refund.

- 11.4** In the event that the original draft comes into possession of either you or the Payee at any time after a stop has been placed on it, you undertake to ensure that no attempt is made to encash the Draft and that it is returned to us at the earliest opportunity.
- 11.5** We shall be under no obligation to issue a replacement or refund where it is established by us that the original draft has been encashed before a stop can be placed on it.
- 11.6** In the event that it is established that the original draft has been encashed before a stop can be placed on it, we may, but only in circumstances where:
- (i) you have notified us as soon as you became aware of the non-receipt of the draft; and
 - (ii) you prove to our reasonable satisfaction that the loss, theft or destruction of the draft was in no way due to your negligence or want of care in despatching or otherwise dealing with the draft, issue a replacement draft or refund to you at an exchange rate deemed appropriate by us. In consideration of our so doing, You hereby agree to reimburse us with the value of the draft in the event that we are unable to obtain reimbursement of the value of the draft from any bank involved in the clearing/paying of the Draft. No replacement or refund will be made in the event that it is established that the draft has been encashed by you, the Payee or anyone known to you or the Payee. If it is established that the draft has been encashed by you, the Payee or anyone known to you or the Payee after we have replaced the draft or issued You with a refund, then we shall be entitled forthwith, at your expense, to stop the said draft and any sum refunded to you becomes immediately repayable to us.
- 11.7 Refunds.** Refunds will be made in the currency of the original item converted into the original currency at our applicable determined exchange rate, less our handling charges. Unless the original Draft is returned, Draft refunds may require further documentation requested by us.
- 11.8 Service Standards.** We undertake to use reasonable care to ensure that Drafts will be paid by the drawee bank, in accordance with its normal practices. However, we generally cannot be responsible for the actions of third parties or factors beyond our reasonable control that result any loss, seizure, delay, or non-payment by such third parties and/or in selecting drawees, intermediaries, and payors, and in otherwise performing our duties under this Agreement. We take no responsibility for infringement of import/ export or currency control restrictions.
- 11.9 Uncashed drafts.** If a draft remains uncashed for a period of six (6) months from the date on the draft, we will, unless otherwise agreed in writing:
- (a) cancel the uncashed draft and charge you a cancellation charge equal to the lesser of:
 - i. £50; and
 - ii. the value of the uncashed cheque or draft, such charge to be satisfied from the proceeds of the cancelled uncashed cheque or draft; and
 - (b) return any remaining funds (following the application of the cancellation charge as detailed in Section 11.9(a) to your notified account within five (5) business days of the cancellation.

12. Bank Verification, Customer Identification and Consent to Credit Check

- 12.1** You authorise us to contact your bank to verify your identity, signature, account information and any and all other information relevant to this Agreement and your obligations under this Agreement. By providing such bank information, you represent and warrant that you have signing authority on the bank account described.
- 12.2** You also authorise us to take all commercially reasonable measures to confirm your identity and to examine your background with respect to your ability to meet your obligations us. For the purpose of this Agreement, reasonable measures will include but are not limited to the following:
- (a) on an ongoing basis, to request and obtain your information, which may be available from credit bureaus and/or other credit-granting agencies, including your bank, to assess your credit history and credit rating;

- (b) with credit bureaus and/or other credit-granting agencies, to provide and receive, on a regular basis, credit information concerning you to ensure that our records are up to date and as accurate as possible; and
- (c) requesting that you provide us copies of your bank statements when they are not-in-person applicants.

13. Liability under the Agreement

- 13.1 Our Liability.** Subject to Section 13.4, where we do not comply with the terms of this Agreement, we shall be liable to you for any loss or damage caused that is reasonably foreseeable as resulting from such failure to comply or failure to exercise reasonable care in providing the Services to you.
- 13.2 Exclusions on Liability.** This Section 13 does not exclude any liability where it would not be lawful, such as death or personal injury. It also does not exclude our liability for fraud, wilful misconduct or gross negligence.
- 13.3 Force Majeure.** Neither party (you or us) is liable to the other party for abnormal or unforeseen events (such as war, terrorism, pandemics or natural disasters) that are outside its reasonable control, that result in a failure or delay to comply with the terms of this Agreement. This section does not include any liability of a party to pay any sums that are due to the other party.
- 13.4 Your Liability.** If you do not comply with the Agreement and we incur a fee, cost or claim as a result, you agree to compensate us for such fee, cost or claim. You agree that this obligation will continue after the termination of the Agreement.

14. Termination, Suspension and Changes

- 14.1 Termination.** We may terminate the Agreement by giving you two (2) months' notice. You may terminate the Agreement any time in giving us one (1) month's notice.
- 14.2 Suspension or termination without notice.** We may at any time without notice suspend the provision of services under the Agreement, terminate the Agreement and/or take any other measures as we deem necessary if:
- (a) you do not comply with the Agreement;
 - (b) we have a legal or regulatory obligation to do so;
 - (c) we suspect fraud or any other breach of Applicable Law including anti-money laundering laws; or
 - (d) you appear on a Sanctions List
- 14.3 Fees for Termination.** Any charges payable by you upon termination of the Agreement will reasonably correspond to our actual costs in terminating the Agreement. We will not charge you for termination six (6) months after the Agreement began. Where any fees paid on a regular basis have been paid in advance, we will apportion such fees and reimburse you proportionally.
- 14.4 After Termination.** Within ten (10) Business Days of the termination of the Agreement, each party shall pay any amounts owed to the other party if applicable. Both parties agree that this obligation continues after the Agreement ends.
- 14.5 Changes to the Agreement.** We may make changes to this Agreement by giving you (2) two months' notice. If you do not accept the proposed changes, you can terminate the Agreement immediately at any time before the proposed changes take effect. If you do not terminate the Agreement and continue to use the Services after the changes have taken effect, you will be deemed to have accepted such changes.

15. Data protection and Confidentiality

- 15.1 Registration.** We are registered under the Data Protection Act 2018. Any personal data you provide to us will be held securely and in accordance with the Data Protection Act 2018.
- 15.2 Personal Data Necessary to Services; Controllership.** We must collect and Process Personal Data in order to perform the Services. Such Personal Data may be provided by you, such as when you provide beneficiary details, and may also be collected by us, such as in cases where we collect supplementary information to verify information you have provided. You understand that we are an independent service provider who separately controls Personal Data that you provide or that we collect, obtain, and/or Process in connection with providing the Services. We will Process Personal Data obtained in connection with the Services in a manner consistent with this Agreement including this section 15.2, as otherwise expressly agreed between you and us in writing, or as is otherwise necessary in light of any Request you make which we accept.
- 15.3 Consent Pursuant to Applicable Payment Systems Law in Connection with the Customer Transactions.** You acknowledge that we must Process Personal Data in order to perform the Services. You hereby expressly consent to our collection, Processing, and retention of Personal Data in relation to performing the Services. Furthermore, you agree that by requesting we perform a transaction, you are consenting to and authorising us to collect, Process, and retain all Personal Data necessary to execute the transaction; in the case of a Payment Instruction, you consent to us Processing and retaining any Personal Data set forth in the Confirmation.
- 15.4** To the extent Applicable Law permits you to withdraw your consent in regard to a particular transaction, you agree that the revocation of a Payment Instruction permissible under this Agreement constitutes the exclusive method for withdrawing your consent. You acknowledge and agree that your withdrawal of consent, even if effective, shall not affect the lawfulness of any Processing that occurred prior to the withdrawal. Furthermore, you acknowledge that your withdrawal of consent shall not prejudice our rights to Process, continue Processing, and/or retain Personal Data to the extent permitted by applicable law and/or this Agreement.
- 15.5 Representations and Warranties.** You guarantee to us that when you communicate Personal Data to us or when you ask us to perform the Services, you are acting in compliance with the laws and regulations applicable to you. In particular (and without limitation), you represent and warrant that:
- (a) any Personal Data you provide to us has been lawfully collected and Processed;
 - (b) you have collected all necessary consents and/or authorisations, provided all necessary notices, and done all such other things as are required under Applicable Law for you to lawfully disclose Personal Data to us for purposes of any transaction you request and any Processing permitted under this Agreement; and
 - (c) the Processing you are requesting Convera UK to perform in relation to any Personal Data is lawful. You agree to indemnify us in respect of any claim that may be filed against us by a third party (including any governmental, regulatory or supervisory authority) in the event of any breach by you of any Applicable Law, or in respect of any claim filed against us by a third party (including any governmental, regulatory or supervisory authority) that arises out of or relates to a breach of the representations and warranties set forth herein.
- 15.6 Information Security.** We will implement technical and organisational measures designed to protect Personal Data against unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data, and to the nature of the Personal Data to be protected.
- 15.7 Permitted Data Processing.** We Process Personal Data consistent with and to the extent permitted by the provisions of applicable data protection law applicable to data controllers. Personal Data we Process includes information you provide to us, as well as information we may obtain from other Convera programs or services, Convera Affiliates, third-party individuals or entities, or from publicly available sources. The manner in which we Process Personal Data obtained in connection with the Services is set forth in the applicable privacy notice provided by us. We will reasonably ensure that the applicable privacy notice provided by us accurately reflects how Personal Data is processed in connection with the Services, and will provide reasonable notice of any modifications.

- 15.8 Third Parties and Transfers.** We may disclose Personal Data to third parties, including vendors, contractors, and/or business partners, for any purpose or Processing permitted under this Agreement. These third parties may be located outside the UK, including in countries whose privacy laws may not provide the same level of data protection as the law in force within the UK. We ensure that third parties who receive Personal Data are subject to such contractual terms and that transfers to third parties outside of the UK are subject to such safeguards as required by applicable data protection law. Where required by Applicable Law, we will request your express consent. We may disclose Personal Data or any other information we hold to law enforcement authorities or other government officials if required to do so by domestic or foreign law or legal process, or as needed to assert or defend our rights or interests or those of others.
- 15.9** Personal Data and any other information we hold may be accessed by us and Convera Affiliates for any purpose set forth in this Agreement, including but not limited to: Convera UK Limited, Convera Europe S.A., Convera Europe Financial S.A., Convera USA, LLC and Convera Australia Pty Limited LLC . We ensure that access by Convera Affiliates located outside of the UK is subject to such safeguards as required by applicable data protection law.
- 15.10 Notification and Cooperation.** Each Party shall notify the other promptly upon receiving a request for information, claim, complaint or allegation relating to the other Party's compliance with applicable data protection and/or information security law in relation to Personal Data Processed in connection with this Agreement. Each Party shall provide the other Party with all such assistance in dealing with and responding to such Enquiry as the other party shall reasonably request.
- 15.11 Claims.** If you make a claim in respect of the loss, theft or destruction of a draft or otherwise for a replacement draft or for a refund in relation to a draft, you consent to the processing of Personal Data in the context of investigating and processing the claim.
- 15.12** We will use reasonable precautions to maintain the confidentiality of information we receive from you and material and/or data you provide, create, input or develop in connection with you use of our Services. Nonetheless, because such information, material and/ or data may be provided through the internet or by facsimile transmission, you hereby acknowledge and agree that we cannot assure that such information, material and/or data will continue to be confidential. You accept the risk of a thirdparty receiving confidential information concerning you and specifically release and indemnify us from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from you intended to be provided to us or from us intended to be provided to you. You acknowledge and agree that we may disclose your name and other personal and financial information about you to our employees, representatives, officers, agents, and affiliates, as well as to a governmental entity or regulatory authority, an internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the Services, or to comply with Applicable Law. We will treat your personal information in accordance with our privacy policy, which you may obtain by contacting us.
- 15.13 Money Laundering.** Due to the inherent risks in transferring currency between parties located in different countries, we take extraordinary measures to ensure that we are not participating or assisting in money laundering or terrorist financing. Law enforcement agencies and regulatory authorities may periodically inspect and require copies of customer information and business records held by us. To ensure compliance with all applicable money laundering and terrorist financing Laws, you should be fully aware that in appropriate cases all communications and information concerning you held by us including, but not limited to, details of Payment Instructions, accounts, and related transactions, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities (which may be outside the UK and may not be registered under the Data Protection Act 1998).
- 15.14** In addition, you agree to comply with all applicable money laundering and terrorist financing Laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom you may represent in any transaction entered into with us. If you breach any money laundering, terrorist financing laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to these conditions and/or not fulfil any request if we are required to do so by any governmental, regulatory or supervisory authority and such monies shall not bear interest against us.

16. Communications and Notices

16.1 Contacting you. We usually contact you via email. You must at all times maintain a valid email address. We may contact you via letter or telephone where appropriate.

- (a) Email will be deemed received by you on the same day if it is received in your email inbox before 5pm on a Business Day. If it is received in your email inbox after 5pm on a Business Day or at any other time, it will be deemed received on the next Business Day.
- (b) Post will be deemed received three days from the date of posting for UK post or within five days of posting for international post.

Where the Applicable Law requires us to provide information to you on a "durable medium", we will send you an email with a document attached or instruct you to visit the Online Payment Service to download a copy.

16.2 Contacting us. You may contact us in relation to this Agreement by:

- (i) sending an email to: CustomerservicesUK@convera.com;
- (ii) telephoning us on 0800 096 0172 (or +44 207 539 6960 if calling from outside the UK; and/or
- (iii) writing to us at Alphabeta Building, 14-18 Finsbury Square, London, England, EC2A 1AH, marked for the attention of the Client Support Team.

16.3 Language. All communications and notices to be given or sent under this Agreement shall be in English.

17. Complaints

17.1 You can raise a complaint with us by:

- (i) sending an email to: CustomerservicesUK@convera.com;
- (ii) telephoning us on 0800 096 0172 (or +44 207 539 6960 if calling from outside the UK);
- (iii) visiting our offices in person at Alphabeta Building, 14-18 Finsbury Square, London, England, EC2A 1AH; and/or
- (iv) writing to us at Alphabeta Building, 14-18 Finsbury Square, London, England, EC2A 1AH, marked for the attention of the Client Support Team.

17.2 Please outline fully the nature of your dissatisfaction or complaint when you contact us in one of the ways set out above. We will then:

- (i) send you written acknowledgement that your complaint has been received;
- (ii) contact you further should we require any additional information regarding your complaint; and
- (iii) fully investigate your complaint, followed by a detailed response to your complaint, including an explanation of our decisions including any redress or remedial action, and reasons for our decisions.

If you remain dissatisfied with our response, you have the right to forward your concerns to the Financial Ombudsman Service.

17.3 The UK Financial Ombudsman Service offers an out of court redress mechanism. The UK Financial Ombudsman can be contacted by telephone on 0800 023 4567 (calls to this number are free on mobile phones and landlines) or 0300 123 9 123 (calls to this number cost no more than calls to 01 or 02 numbers) or +44 20 7964 0500 if dialing from outside the UK, or by email at complaint.info@financial-ombudsman.org.uk, or by writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR, United Kingdom.

17.4 A copy of our complaint handling procedure is available upon request and can also be downloaded from our website.

18. Set-off

18.1 In addition to other remedies available to us, if you fail to pay any amount when due under this Agreement, we may set-off against such amount any amount payable by us to you.

- 18.2** We are entitled to set-off against any amounts due to us by you, any amounts received by us from or on behalf of you. We may determine the application of any amounts which are to be set-off at our discretion.
- 18.3** You must not set-off against any amounts due to us any amounts we owe you.

19. General

- 19.1 Suspended Account.** Your account will be suspended if there is continued non-use of the Services by you for a period of one (1) year. Should you wish to submit a request after the account has been suspended, you will be required to first undergo re-accreditation in line with our accreditation and other policies in force at that time.
- 19.2 Third Party Rights.** No other person than the contractual parties to this Agreement shall have any rights under the Agreement or be able to enforce any of its terms.
- 19.3 Names and Marks.** At no time shall either party make commitments for or in the name of the other party. Except as specifically provided for in this Agreement, neither party will (a) use the other party's name or proprietary marks without the prior written approval of the other party; or (b) represent itself as being affiliated with, or authorized to act for, the other party.
- 19.4 Assignment.** You may not assign, transfer or sell any of your rights under this Agreement or in each transaction the details of which are set out in a Confirmation without our prior written consent. We may transfer any rights or obligations we have under this Agreement to another party without your consent. This does not affect your right to terminate the Agreement in accordance with Section 14 above.
- 19.5 Severability.** If any provision of this Agreement becomes unlawful or if a court decides that it is illegal, the remaining provisions of this Agreement will remain valid and enforceable.
- 19.6 Waiver.** If we fail, at any time during the term of the Agreement, to insist upon strict performance of any of your obligations under Agreement or if we fail to exercise any of the rights or remedies to which we are entitled under the Agreement or by law, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any term of this Agreement will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with this Agreement.
- 19.7 Entire agreement.** This Agreement and any document expressly referred to constitutes the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us and you relating to the subject matter. You acknowledge that, in entering into the and accepting this Agreement you do not rely on, or will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement or the documents referred to in this Agreement.
- 19.8 Jurisdiction.** This Agreement is governed and shall be read in accordance with the laws of England and Wales. Any dispute under this Agreement may be brought in the courts of England and Wales.

For further information,
please contact us.

CustomerServicesUK@convera.com