

You can fax the completed Form on **+44 (0)207 220 8191**
or post it to: RationalFX, Holland House, Bury Street, London EC3A 5AW

RationalFX

Terms and Conditions

Definitions:

In these terms and conditions ("T & C"), unless the context requires otherwise:

"Account" means the bank account details given by the Client to RationalFX into which any purchased currency from RationalFX for the client would be transferred.

"Agreement" means any agreement between RationalFX and the Client that incorporates the T & C.

"Client" means the individual or the company who places an Order having signed and returned a copy of these T & C to RationalFX.

"T & C" means these terms and conditions.

"Contract Note" means RationalFX's written document containing the details of the Order which will be sent to the Client following the Order Confirmation.

"Forward Contract" specifies a transaction where the Value Date is later than two working days after the instruction.

"Margin Call" means request by RationalFX to the Client to provide such additional amounts (not exceeding the full amount of the Sale Currency) as it may reasonably require on account of an adverse exchange rate movement between the date of contract and the Value Date.

"Nominated Account" means the bank account nominated by RationalFX from time to time into which the Sale Currency and/or Margin will be paid.

"Order" means the Client's oral or written request for RationalFX to perform the Service on the Client's behalf.

"Order Confirmation" means when RationalFX confirms the details of the Order to the Client by telephone.

"RationalFX" means Rational Foreign Exchange Limited, registered in England no. 5385999 and whose registered office is at Holland House, 1-4 Bury Street, London EC3A 5AW

"Deposit" means the advance payment required by RationalFX from the Client in advance of each contract with the exception of a Spot Contract.

"Sale Currency" means the sums payable by the Client to RationalFX in consideration of the purchase of currency and service provided by RationalFX.

"Spot Contract" means a transaction where the Value Date is two working days after the date of Order.

"Contract" means each trade to purchase and deliver currency for the Client including, without limitation, a Forward Contract or a Spot Contract.

"Value Date" means the date on which the currency transaction reaches value with the counter-party specified by RationalFX.

"Working Day" means 09.00 to 17.30 on any day when the clearing banks in London are open for business.

1. Placing an Order

1.1 RationalFX will always contract as principal with the Client and deal with the Client on an execution only basis

1.2 The Client will place an Order orally or in writing, which RationalFX may accept orally or in writing. These T&C are applicable on each order. RationalFX is not under any obligation to accept an Order and may refuse to do so without giving any reason. RationalFX will have no liability to a Client for any resultant loss or damages suffered by the Client or any other party as a result of RationalFX's refusal to accept an Order. No agreement for the Service will come into force until the Order Confirmation. Each Order if accepted by RationalFX, will constitute a separate severable agreement.

1.3 In entering a Contract the Client must not treat any information or comments by RationalFX as advice and must rely only on their own judgement before making decisions.

1.4 The Client acknowledges that RationalFX may record and store all telephone conversations with or without any automatic warning. In addition, RationalFX reserves the right to produce and store a transcript of the recorded telephone conversation and use it for the purposes of verifying the details of an Order or to resolve any disagreements between the Client and RationalFX in respect of the Service offered.

1.5 The Client will be solely responsible for ensuring that the details it supplies to RationalFX to enable RationalFX

to perform the Service, (including without limitation the Client's contact details and the details of the Order and the Account), are true and accurate and will not withhold, omit or change any information that would cause those details to be false or inaccurate. The Client agrees to notify RationalFX immediately if it becomes aware of any error or change in the details it has supplied to RationalFX.

1.6 The Client warrants that they will, on request, supply RationalFX with all the information and documentation necessary to enable RationalFX to comply with relevant English legislation pertinent to the Service including the Money Laundering Regulations 1993 (as amended).

1.7 The Client will agree to supply a specimen signature to RationalFX. A signature substantially resembling the specimen will be deemed sufficient for RationalFX to authenticate an instruction as being from the Client.

1.8 The Client will agree to supply a PIN that will serve as their further identification for future trades.

2. RationalFX Services

2.1 The Client guarantees that they have full capacity and authority to place an Order and that, in so doing, they are acting as principal only and not as agent for any third party whose identity has not been disclosed to RationalFX at the time the Order is placed. The Client acknowledges that each Order is for non-speculative purposes only. The Client further guarantees to take physical delivery on the Value Date of the purchased currency after payment to RationalFX of the Sale Currency in full and in cleared funds.

2.2 RationalFX cannot provide the Client with any investment advice including, guidance on the merits of a particular Order or its likely implications, nor can RationalFX recommend the Client on any investment products. The Client warrants that in placing an Order, it has relied purely on its own judgement and has not relied on anything not expressly contained within these Conditions.

2.3 No Order may be altered, cancelled or withdrawn following Order Confirmation without the express written consent of a RationalFX director.

2.4 RationalFX reserves the right to require written confirmation of any Order or Client instruction.

3. Financial Aspects

3.1 In the case of a Spot Trade, the Client will pay the Sale Currency in full into the Nominated Account on such date or dates as RationalFX direct, but no later than by 12pm on the Second Working Day after the particular Order.

3.2 In the event of a Forward Trade, the Client will immediately pay into the Nominated Account, cleared funds at a Margin of 10% of the full amount of the Sold Currency, or other such percentage as RationalFX may specify, and will agree to pay any outstanding balance of the Sale Currency into the Nominated Account not later than one Working Day before the Value Date of the particular Forward Trade.

3.3 In the event of a Same Day Trade the Client will pay the Sale Currency into the Nominated Account by no later than 12pm on the Working Day, unless RationalFX stipulates otherwise.

3.4 Unless otherwise specified in writing by RationalFX, all payments due from the Client to RationalFX pursuant to these Conditions will be made in the currency specified in the Contract Note without set-off, counterclaim or deduction whatsoever.

3.5 RationalFX will make any payments to the Client under an Agreement in full unless required by statute to deduct sums for taxation liabilities.

3.6 Banks have specified times for cut off for the receipt and dispatch of electronic payments. Therefore RationalFX accepts no responsibility whatsoever for any delay in onward payment attributable to the late arrival of funds or instruction of payment relative to the cut off times of the designated bank.

3.7 RationalFX reserves the right to make a Margin Call to re-establish the Margin to the original percentage level agreed for the particular Trade if the Margin subsequently falls below the applicable threshold for that Trade, as set out below as a result of an adverse market movement:

- (a) in the event an initial Margin of 10% falling to or below 5%
- (b) in the event an initial Margin of 15% falling to or below 10%
- (c) in the event an initial Margin of 20% falling to or below 15%.

3.8 In the Event of a Margin Call being made the Client shall pay all those monies required pursuant to the Margin Call within twenty-four hours of RationalFX first communication of the Margin Call to the Client. The Client's failure to do so shall be a fundamental breach of the Conditions of the Trade in question and shall entitle RationalFX, without prejudice, to immediately, and without notice to the Client, terminate the Trade without liability.

3.9 The Client undertakes that the Margin or such other funds to be provided as security for the Client's obligations hereunder will be beneficially owned by the Client and will not be subject to any charge, lien or other encumbrance and the Client will not create any charge, lien or other encumbrance over any funds so provided.

3.10 The Margin will remain automatically in RationalFX in any of the following circumstances:

3.10.1 on the Value Date;

3.10.2 If the Client is in breach of any of the Conditions;

3.10.3 In the circumstances set out in Condition 4.1.4.

3.11 All funds provided by the Client under an Agreement (whether as security or otherwise) may be appropriated by RationalFX in the event that RationalFX incurs any liability or is exposed to increased market risk (as RationalFX in its discretion may decide) in respect of any Trade or in the event that the Client is unable to pay its debts or fails to comply or breaches these Conditions.

3.12 RationalFX reserves the right to charge the Client interest in respect of the late payment of any sum due under this agreement (as well after as before judgment) at the rate of five per cent per annum above the base rate from time to time of Barclays Bank Plc from the due date therefore until payment.

4. Duration, Termination

4.1 RationalFX will have the right to close out all or part of any Trade from the market without notice to the Client, at the Client's liability upon or at any time after the happening of any of the following events:

4.1.1 the Client does not make any payment for a Service when due and in accordance with the Conditions;

4.1.2 the Client is in material breach of any of the Conditions or fails to comply with its obligations to RationalFX in respect of a Trade or is materially in breach of any law or regulation;

4.1.3 it becomes or may become unlawful for RationalFX to maintain or give effect to all or any of the obligations under the Conditions or otherwise to carry on its business or if RationalFX is requested to close out a Trade (or any part thereof) by any regulatory authority whether or not the request is legally binding or if RationalFX in its absolute discretion considers it desirable or necessary to do so for its own protection;

4.1.4 in the event that the Client becomes unable to pay its debts as they become due or has a bankruptcy position presented against them, or the Client proposes a form of composition or arrangement to its creditors, or if the Client ceases or threatens to cease to carry on all or a part of its business;

4.1.5 any of the events specified above or anything analogous thereto occurs under the laws of any applicable jurisdiction.

4.2 If the Client becomes aware of the occurrence of any event referred to in this Condition 4, they will give RationalFX immediate verbal and written notice of such event.

5. Limitation of Liability

5.1 The following provisions set out RationalFX's liability to the Client for any losses, costs (including legal costs), damages, expenses, taxes, charges or any other liability ("Claim").

5.2 The limitation and exclusion of liability is set on the fundamental basis that the Client is aware of the volatility of the foreign currency market.

5.3 RationalFX will not be liable to the Client for any Claim, which arises as a result of any currency fluctuation between the Order Confirmation and the Value Date, or as a result of the Client's non-compliance with Condition 1.3 above.

5.4 RationalFX excludes all further liability including indirect loss that for the purpose of these Conditions including loss of profits, goodwill, anticipated savings, loss caused by the failure or delay of any third party in the transmission, provision or delivery of any Service or any other type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable.

5.5 Subject to provisions of this Condition 5, RationalFX's aggregate liability to the Client for any Claim incurred as a direct result of RationalFX being in breach of the Conditions or negligent in the performance of the Service will not exceed the lesser of the total Sale Currency paid by the Client in respect of the Order giving rise to the Claim, or £100,000.

5.6 The Client will indemnify and keep RationalFX indemnified against all liabilities incurred by RationalFX in the 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 RationalFX may certify to be necessary to compensate it for all liabilities sustained or incurred by RationalFX (including but not limited to RationalFX's loss of profits) as a result of:

5.6.1 default in payment by the Client of any sum under the Conditions when due or any other breach by the Client of these Conditions;

5.6.2 RationalFX taking all actions and steps 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 Condition 2 above; or

5.6.3 RationalFX exercising its right under Conditions 4.1.1, 4.1.2, 4.1.3 or where appropriate 4.1.5 to close out all or any part of any Trade and in such event RationalFX will have the right, as an alternative to its right to seek an indemnity from the Client, to set-off against any Client monies held by RationalFX any amounts owed by the Client to RationalFX in respect of any Service.

6. General

6.1 Nothing in these Conditions are intended to give any benefit to any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce an Agreement;

6.2 The Client understands that nothing in these Conditions will be deemed to create a partnership, joint venture or agency relationship between the parties.

6.3 Condition 5 will continue to be valid upon termination of any Order made under the Conditions.

6.4 These Conditions constitute the entire agreement and understanding of RationalFX and the Client and supersede all oral communications and prior writing relating to it (with the exception of the Contract Note) although, subject to the provisions of Condition 5.3, 5.4 and 5.5, liability for fraudulent misrepresentation or fraud is not excluded.

6.5 RationalFX may alter these Conditions by prior notice in writing to the Client at any time and such amendment will be binding with the agreement of the Client from the date of such notice. Any such amendment will not be retrospective or affect any rights or obligations that may already exist in respect of any Order.

6.6 Should any of the Conditions be deemed unenforceable or illegal, the remaining Conditions will nevertheless continue in full force and effect.

6.7 The Client may not assign or otherwise transfer the benefit of any agreement without the express written consent of RationalFX. RationalFX may assign its rights and obligations under the Conditions to any third party and the Client hereby consents without reservation to any such assignment or novation.

6.8 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 will not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.

6.9 Should any of the Conditions conflicts with the Contract Note, the Contract Note will prevail.

6.10 Any reference in the Conditions to the singular will where appropriate include the plural.

6.11 These Conditions will be governed and construed in accordance with English Law and any dispute pursuant to these Conditions will be determined by the English Courts.

Data Protection Declaration

Any personal data that the Client supplies to RationalFX to enable RationalFX to perform the Service is protected by the Data Protection Act 1998. The Client agrees that RationalFX may use such personal data for the purposes of performing the Service, assessing the risk of performing the Service (including conducting credit searches), for the purposes set out in Condition 1.2 and to enable RationalFX to enforce its rights under the Conditions, if necessary.

RationalFX may also use this information for promotional purposes including, without limitation, to share the personal data with businesses in our Group and with selected third parties whom we believe have products or services that may be of interest to the Client. To prevent RationalFX using such personal data for promotional purposes, please advise RationalFX in writing.

Main Applicant:

Sign: _____

Print Name: _____

Date: _____

Joint Applicant: (if applicable)

Sign: _____

Print Name: _____

Date: _____