

Standard Terms and Conditions – Personal Transfers

1. Our Service to You

1.1 We may provide Services to You if you wish to make a payment and/or require an exchange of currency or to purchase goods or services.

1.2 Whilst We may provide You with general information about currency markets, We cannot provide You with any advice. You must make any decision to buy or sell currency, to enter into any Forward Contract or to receive any other Services from Us based solely on Your own judgement.

1.3 These Conditions will govern Your relationship with Us and, subject to the following sentence, will become binding upon You immediately upon Your first Request to Us. Conditions 13, 14, and 15 will become binding upon You as soon as You sign these Conditions for the purpose of processing Your Application Form. Any Addendum to these Conditions will be binding upon You on the date notified in such Addendum. These Conditions will continue in force from the date they become binding until the date they expire or are terminated in accordance with Condition 15.7 or as otherwise agreed between the parties.

2. Doing business with Us: The basis of Your Contract with Us

2.1 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 these Conditions.

2.2 You can make a Request by telephone, facsimile, e-mail or letter.

2.3 You must ensure that the correct beneficiary details and payment delivery instructions are given to Us otherwise there may be delay in the beneficiary receiving payment. We will do everything We reasonably can to rectify any errors, but We cannot be liable for any loss or damage caused by errors or inaccuracies in Your Request. Further, We shall not be liable for any loss damage, cost or expense suffered by You or any party as a result of any such delay or failure in processing such Request.

2.4 The exchange rate applicable to any particular Request is the exchange rate provided to You at the time the Request is submitted by You and accepted by Us.

2.5 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 letter, facsimile, e-mail or telephone received from You. You agree that, subject to Condition 5.1, a Request shall be binding upon You once it is submitted to Us. For each accepted Request we shall send You a Confirmation, by letter, e-mail or facsimile.

2.6 You are required to check the Confirmation at the time of receipt and give immediate notice by way of facsimile or telephone call to Us if You consider that any details advised in the Confirmation are incorrect. Unless We receive from You a notification of errors or omissions in accordance with this Condition, We shall proceed on the basis that the Confirmation is correct in all respects.

2.6.1 If We receive such a notice, We will re-check the details of the Confirmation against the record of the relevant telephone or other communication by which the particular Request was made. We will inform You of the result and, upon request make

available to You copies of Our records of such telephone conversation and/or other communication.

2.6.2 If Our re-check shows that the Confirmation is in accordance with the record of the relevant telephone or other communication by which the particular Request was made, We reserve the right to proceed to provide the Services specified in the Confirmation. However, whilst We will use Our reasonable endeavours to provide You with an amended Confirmation should You so require, We cannot guarantee that the original commercial conditions can be maintained and You agree that any additional cost will be borne by You.

2.6.3 If Our re-check shows that the Confirmation is not in accordance with the record of the relevant telephone or other communication by which the particular Request was made, then We undertake to amend the payment as necessary to match the instructions received and to issue You with an amended Confirmation as soon as practicable.

2.6.4 In view of the above, Your attention is drawn to the fact that all telephone calls with Our customers are recorded. This is to protect both Your and Our interests in the unlikely event of a dispute.

2.7 If the Confirmation is not received by You within 24 hours of deemed receipt of the particular Request, then You are required and undertake to inform us of non-receipt immediately by telephone.

2.8 You should check the details shown in Our Confirmation immediately on receipt. By making payment to Us You are acknowledging that We have correctly understood Your Request as shown in the Confirmation.

2.9 The contract between You and Us will be governed by these Conditions (or these Conditions as modified and accepted by You under Condition 15.3) and the Services which We provide to You will be on the basis of the details set out in the Confirmation which We send to You.

2.10 For the purposes of this Condition 2.10, the time of receipt of funds shall be deemed to be the later of receipt by Us of the funds due in Cleared Funds and where so agreed between Us and You, the agreed date for execution of the payment to be made pursuant to a Request. Unless otherwise agreed in writing between Us and You We will deliver electronic funds transfer payment(s) requested by You as follows: (i) if the payment is to be delivered in Euro or Sterling in the EEA, payment will be delivered to the account of the beneficiary's payment service provider no later than the end of the third business day following receipt by Us of cleared settlement funds from You; (ii) if payment is to be delivered within the EEA and in any EEA currency other than Euro or Sterling the payment will be delivered to the account of the beneficiary's payment service provider no later than the end of the fourth business day following receipt by Us of cleared settlement funds from You. Electronic funds transfer payments to be delivered outside of the EEA or in any non-EEA currency, and payments to be delivered by Draft, shall be processed and delivered by Us in accordance with Our standard processing times.

2.11 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 Condition 15.3 below.

2.12 Safeguarding of Funds. Where We receive funds from You or from another payment service provider on Your behalf, We shall segregate such funds from any other funds that We hold. Where We continue to hold those funds at the end of the business day following the day on which they were received, the funds will be pooled with those of Our other clients in a Designated Client Account until the funds are required in order to provide Services to You. We shall have no right or interest in such funds except for any settlement amount and/or fees due to Us pursuant to Condition 2.11 and We may withdraw funds from the Designated Client Account for any such amounts that You owe to Us.

3. There may be times when We cannot accept a Request

3.1 We shall not be obliged to accept any Request by You if:

3.1.1 You are in default under these Conditions 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, as a result of any breach of any applicable anti-bribery or anti-corruption laws or regulations), would contravene the requirements of any regulatory 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 from accepting such Request.

3.2 If We decide under Condition 3.1 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 all amounts required to be paid by You consequent upon a Request within two (2) business days of the time that You transmit a Request to Us under Condition 2 (or earlier as may be agreed between us), such payment to be made in accordance with Condition 4.2.

4.2 Unless otherwise agreed, You must deliver freely transferable Cleared Funds to our designated bank account by such means as We agree or specify from time to time, before We make any payments on Your behalf.

4.3 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.

4.4 Your attention is drawn to Condition 5.2.1 below, whereby We may cancel the Contract between us in the event of non receipt of transfer funds/sums due to Us from You.

4.5 Any payments by You to Us which remain outstanding following the due date for payment may (without prejudice to Our other rights and without



implying any obligation on Us to extend credit) bear interest at the rate of 2% per annum above the base rate from time to time of Barclays Bank PLC, calculated daily, should We suffer a loss or prejudice as a result thereof.

4.6 If You have instructed Us to initiate a direct debit(s) (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 effectuate the Services contemplated in these Terms and Conditions. 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.

4.7 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.

4.8 We shall be entitled to set off against any sum(s) held or received by Us from You or on Your behalf any sum(s) which You owe to Us in connection with or arising from the Service. You acknowledge that Our right to set off against any sum(s) held or received by Us from You or on Your behalf includes from those sums held for You in a Designated Client Account in accordance with Condition 2.12.

4.9 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

5.1.1 Subject to Condition 8.3, 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. Where the payment has not been released by Us, We will cancel the instruction 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 when reversing the booked deal from the market) 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 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 from carrying out such Request; or

5.2.5 Where 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 Condition 5.2 to cancel any Request duly accepted We shall inform You as soon as possible.

6. Forward Exchange Contracts

6.1 We will enter into a forward exchange contract on Your Request provided that You have completed the Forward Contract Addendum. The provision of a Forward Contract service will be subject to the Terms and Conditions contained in the Forward Contract Addendum.

7. Regular payments

7.1 You may make a Request to Us for the making of regular foreign currency payments by wire. Such request for a regular payment must be in writing whereby You authorise Us to accept and act in accordance with the instruction as set out. You must set forth the amount of sterling You wish for Us to direct debit (if applicable) from Your account, the date You wish for the direct debit to be initiated (if applicable), the currency You wish to buy, the date You wish for Us to start taking payments by direct debit (if applicable) and for how long (or specify until cancellation if applicable) and any delivery instructions (if any).

7.2 Payments may be made by direct debit, standing order, CHAPS or BACS. In all cases We must have freely transferable Cleared Funds in Our bank account before We make any payments on Your behalf. Where We are unable to collect payment from You or have not received payment for You, We may be unable to carry out the Services or delayed in carrying out the Services resulting in a delay in Your beneficiary receiving payment. We shall not be liable for any losses, costs, charges or expenses incurred by You or Your beneficiary because We were unable to carry out the Services or meet the agreed transfer date as a result of not receiving cleared funds in accordance with this Condition 7.2.

7.3 If You want to cancel a Request for regular payments You may do so by providing a written notice in accordance with Condition 15.3.

7.4 If You default on Your obligations set out in this Condition 7, You shall indemnify Us against any losses, costs, charges or expenses which We may reasonably incur. We may set off Your security payment against Your liability to Us. We will return to You the balance (if any) of Your security payment.

8. Market Order Instructions

8.1 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 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 09:00 and 15:00hrs.

8.2 If the Target Rate becomes Sustainable and Purchasable during the Market Order Effective Period, We will execute the Market Order Instruction and send You a Confirmation. For avoidance of doubt, unless You have cancelled the Market Order Instruction in

accordance with Condition 8.3, 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.

8.3 Market Order Instructions may not be cancelled by You at any time after the instruction has been executed. 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, before the Contract Funds have been purchased by or sold to Us. 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.

8.4 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.

9. Indemnity in respect of Drafts

9.1 In the event that a Draft issued by Us on Your instructions is not received by the payee named by You for any reason whatsoever, including but not limited to loss, theft or destruction of the said Draft, You agree to notify Us promptly of the non-receipt of the Draft by the payee.

9.2 Upon Our being notified by You of non-receipt of a Draft under Condition 9.1 above, We will use Our best endeavours to place a stop on the said Draft as soon as reasonably practicable. However, We shall have no liability to You for any delay or failure to place a stop provided We have used Our best endeavours to place a stop on the said Draft.

9.3 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 therefore.

9.4 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 hereby undertake to ensure that no attempt is made to encash the Draft and that it is returned to Us at the earliest opportunity and, pending its receipt by Us, is held in trust on Our behalf.

9.5 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.

9.6 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.

10. Indemnity and limitation of liability

10.1 You agree to indemnify Us fully against all losses, damages, costs and expenses awarded against or incurred by Us in relation to any Request made by You, save where the same results directly from Our negligence or breach of Our contractual obligations to You.

10.2 Except as expressly provided in these Conditions, all warranties, representations, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.3 To the fullest extent permitted by law, We shall not be liable to You for any indirect, special, incidental or consequential loss or damage (whether for loss of profit, goodwill, business or otherwise), costs, expenses (including, without limitation, legal fees) or other claims for consequential compensation whatsoever (and whether caused by the negligence of Us, Our employees, agents or otherwise) which arise out of or in connection with any Request pursuant to these Conditions. We also have no liability to You for failing to take action in circumstances permitted by these Conditions.

10.4 To the fullest extent permitted by law, We shall not be liable for any claims asserted against You by any third party, save where the same results directly from Our negligence or breach of Our contractual obligations to You.

10.5 You acknowledge that the transmission of Requests are at Your risk. We are entitled to act in accordance with Requests in the format and content in which We receive them.

10.6 We shall not be liable to You or deemed to be in breach of contract by reason of any delay or failure in performing any Request duly accepted if (i) the delay or failure was due to any cause beyond Our reasonable control of which We were unaware when such Request was accepted by Us and/or (ii) the delay or failure was due to one of the circumstances set out at Conditions 5.2.1 – 5.2.5 above.

10.7 This Condition 10.7 shall apply solely to the remittance of electronic funds transfer payments delivered by Us within the EEA. For avoidance of doubt, in no event shall anything in this Condition 10.7 be construed as limiting any liability or obligation of You to Us arising pursuant to these Conditions (or otherwise at law) in connection with foreign currency exchange transactions. Notwithstanding any other provision in these Conditions to the contrary, any payment made by the Company, pursuant to a Request which has not been authorised by You, We shall forthwith refund the amount of the payment delivered to the beneficiary in the currency of the payment so delivered, or at Your option, re-execute the payment. Provided that You have not acted fraudulently, and that You have notified Us of an unauthorised payment transaction as soon as You are aware and in any event within 13 months of the transaction, You shall not be liable for any losses (excluding foreign exchange losses) incurred by

either party in respect of such unauthorised payment transaction which arise following notification by You of the transaction. You shall be liable to Us up to a maximum of fifty (50) pounds sterling for any losses incurred by You or Us prior to notification to Us of the unauthorised payment transaction, where You have failed to keep any security features used in submitting Requests safe and secure. Nothing in this Condition 10.7 shall be construed to limit Your liability for any and all losses incurred in respect of an unauthorised payment transaction where You have acted fraudulently or have with intent or gross negligence: (a) failed to comply with these Conditions; (b) failed to notify Us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Services; or (c) failed to take all reasonable steps to keep any security features used for transmitting Requests secure.

11. Representations and warranties

11.1 In completing the Application Form and/ or in making Your Request, you warrant to Us that:

11.1.1 You have authority to make this application to Us for the use of the Services and to make Requests; 11.1.2 Requests by You pursuant to these Conditions to Us will be binding upon You and enforceable against You (subject to applicable principles of equity) and do not and will not violate the terms of any agreements to which You are bound; 11.1.3 You have all requisite authorisations and approvals to make any payments set out in any Request as principal; 11.1.4 Any Request made by You is in relation to Your genuine payment liabilities and is not being made for speculative reasons.

12. Compliance with Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Exchange Control Regulations

12.1 You undertake that You will observe all Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Exchange Control laws and regulations in relation to any Request and will use all reasonable endeavours to assist Us to do likewise. In particular, You warrant that the information given in Your Application Form and in the Request is accurate and that the transfer of said funds will not constitute a breach of any Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Exchange Control laws and regulations.

12.2 Sometimes legal or regulatory authorities require additional information, either in respect of organisations or particular transactions. You agree to supply all such information, which any legal or regulatory authority may require and/or which We may be required to supply at any time in relation to You and/or any Request.

12.3 If You breach any such laws or regulations, You irrevocably agree that We may retain any moneys or funds transmitted to Us pursuant to these Conditions and/or not fulfill any Request if We are required to do so by any legal or regulatory authority and such moneys shall not bear interest against Us.

13. Data Protection

13.1 You hereby acknowledge and agree that, in order for Us to carry out the Services, We will necessarily be processing personal data within the meaning of the Data Protection Act 1998. We shall not disclose, sell or otherwise transfer personal data to any third party other than to Our contractors, business partners, affiliated entities, credit reference and fraud prevention agencies and financial institutions, provided, however, that We shall have the right to disclose such information to any third party if such disclosure is required by applicable law or regulation.

13.2 You further acknowledge and agree that personal data may be passed to relevant third parties (such as banks) in order to carry out the Services and may be processed by one or more affiliated Western Union Business Solutions group companies which may be located outside of the EEA.

13.3 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 Your data in the context of investigating and processing Your claim.

13.4 Any such processing of data will be in accordance with the Act and for the specific purposes referred to in Condition 13.1 above or for verifying information previously provided by You, preventing or detecting fraud and/or compliance with Anti-Money Laundering and Exchange Control laws.

13.5 Use of personal data by Saga. By providing the requested data, including sensitive data, You consent to Saga Group using it for administrative purposes and to the Saga and Acromas groups of companies and their partners using it in the preparation of quotes and to inform You of other products and services by letter, SMS, telephone and/or e-mail. For a complete copy of Saga's privacy policy please refer to saga.co.uk.

14. Confidentiality

14.1 We agree to keep confidential any information which You have provided to Us, save insofar as disclosure to a third party is necessary for the performance of the contract between Us or to comply with a Request from any regulatory authority to disclose information in accordance with Condition 12 above.

14.2 The duty of confidentiality set out above will not extend to any information which:

14.2.1 was rightfully in the other party's possession at the date of disclosure to it as evidenced by its written records;

14.2.2 is after the date of disclosure acquired by it in good faith from an independent third party; or

14.2.3 has in its entirety become public knowledge otherwise than in breach of these Conditions.

15. General Provisions

15.1 These Conditions and any disputes arising under them shall be exclusively governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15.2 You may not assign any of Your rights or obligations under these Conditions without Our prior consent in Writing. We may assign Our rights and/ or obligations to a corporate entity under common ultimate control by giving You notification.

15.3 We may change, amend or otherwise modify these Conditions (including any applicable Addendum) by providing two months written notice to You; such notice to include the details of the changes or amendments. Any change or amendment so conveyed to You shall become effective on the date set forth in the notice. Communications and notices required or permitted under these Conditions shall be in English and deemed delivered:

15.3.1 if delivered by You: (a)(i) five days after dispatch by registered or certified mail addressed to Us at: 12 Appold Street, London EC2A 2AW for the attention of the Legal Department, Western Union Business Solutions (or such other address as the company may notify to the client); and (a)(ii) if delivered by Us five days after dispatch by registered, certified or first class mail addressed to You at the address as notified on the application form or subsequently advised, or:

15.3.2 When received by the addressee when sent by facsimile or e-mail provided the notice is received in normal business hours and, if received outside the normal business hours, the notice will be deemed received on the next business day of the recipient. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above along with a certified or original copy of a utility bill. You must advise Us of any changes in Your contact details including Your address. You hereby agree that We may serve documents, including service of legal process, at the last address provided to Us and that such service shall be effective.

15.4 If, once We have given You notice of any modification of these Conditions in accordance with Condition 15.3 above You use or continue to use Our Services then You will be deemed to accept and to use Our Services in accordance with these Conditions as so modified.

15.5 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 the Our accreditation and other policies in force at that time.

15.6 The Conditions will remain in force until such time as terminated in accordance with Condition 15.7.

15.7 Unless otherwise contemplated in any Addendum, if applicable, You may terminate these Terms and Conditions with or without cause at any time upon providing written notice to Us. Termination for any reason including a breach of these Conditions by Us shall not affect Your obligation to pay any settlement amount or other outstanding or accrued fees owed to Us at the time of termination. We may terminate these Terms and Conditions by two months written notice to You or, immediately by written notice, in the case of breach by You (including without limitation, a breach pursuant to Condition 4). The provisions in these Conditions relating to the indemnification in Conditions 9 and 10, settlement in Condition 4, reimbursement obligations in Condition 4.7 and all of Conditions 14 and 15 shall survive completion of Our Services to You and termination of these Conditions.

15.8.Taxes. You shall be responsible for remitting to the appropriate tax authority any taxes that may apply to any payments initiated in connection with the Services. You acknowledge that We shall not be responsible for determining what, if any, taxes apply to the payments initiated under this Service.

15.9 These Conditions, (including any applicable Addendum, the fee schedule, Application Form) each as amended by Us from time to time, shall constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior agreements between the parties concerning the subject matter hereof.

15.10 If for any reason a court of competent jurisdiction finds any provision of these Conditions, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Conditions shall continue in full force and effect.

15.11 Any failure by either party to require strict performance by the other of any provision of these Conditions shall not constitute a waiver of such provision or thereafter affect that party's full rights to require strict performance.

15.12 The Application Form forming part of these Conditions may be signed in counterparts, all of which together shall constitute a fully executed document. Counterpart signatures transmitted by facsimile shall

be enforceable against the transmitting party in the same manner as the original signature of such party, with any requirement that the existence of the original signature be established hereby waived.

15.13 The parties to these Conditions do not intend for any provision of these Conditions to be enforceable by any person or entity that is not a party to these Conditions.

15.14 The headings of sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these Conditions.

15.15 Dispute Resolution. In the first instance, You should raise any complaints with Us in writing, by fax or by telephone. If We are unable to resolve the matter to Your satisfaction, 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 (or +44 20 7964 0500 if dialling from outside the UK) or 0300 123 9123 or by e-mail at complaint.info@financial-ombudsman.org.uk or by writing to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom.

This is what we mean by the following terms:

"Addendum" means an additional agreement which may contain additional terms and conditions, as provided to You by Us from time to time, including without limitation, any pricing schedules and service-specific addendums.

"Application Form" means the document (on-line or off-line) You complete to apply to Us to agree to provide Services to You.

"Cleared Funds" means 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.

"Conditions" means the way of doing business as set out in this document.

"Confirmation" means the document containing our understanding of Your instructions which We will send You each time You send a Request to Us.

"Designated Client Account" means a bank account established and maintained by Us with an FCA authorised Bank for the sole purpose of safeguarding funds held on behalf of Our clients which is held separately from any other funds held by Us and as to which no person, including Us shall have any right over or interest in such client funds except to the extent permitted in Condition 4.8.

"Draft" means an outgoing payment, also known as a currency cheque.

"EEA" means The European Economic Area.

"Forward Contract" means a binding agreement in which You agree to purchase from or sell to Us a specific amount of funds in one currency and to settle, on an agreed future date, in funds in another currency.

"Market Order Effective Period" is the period of time, which shall not exceed 90 days, within which You have instructed Us to purchase or sell funds at the Target Rate.

"Market Order Instruction" means Your Request, which must be in writing and signed by You, to purchase/sell funds at the Target Rate within the Market Order Effective Period.

"Request" means a request from You for the provision of Services by Us.

"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, the entering into of Forward Contracts, 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.

"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 rate stipulated by You, if and when such stipulated rate becomes Sustainable and Purchasable, at which You have instructed Us to purchase/sell funds.

"Us", "We" and "Our" means Western Union Business Solutions, which is a division of The Western Union Company. Services in the UK are provided by Custom House Financial (UK) Limited (which does business under the trade name of Western Union Business Solutions) or Western Union Business Solutions (UK) Limited (collectively referred to as "WUBS" or "Western Union Business Solutions").

Custom House Financial (UK) Limited (registered in England, Company Number 04380026, Registered Office Address: 12 Appold Street, London EC2A 2AW) is authorised by the Financial Conduct Authority under the Payment Services Regulations 2009 (Register Reference: 517165) for the provision of payment services and is registered as an MSB with HM Revenue & Customs (Registered No: 12140130). Western Union Business Solutions (UK) Limited (registered in England, Company Number 02854737, Registered Office Address: 12 Appold Street, London EC2A 2AW) is authorised by the Financial Conduct Authority under the Payment Services Regulations 2009 (Register Reference: 536611) for the provision of payment services and is registered as an MSB with HM Revenue & Customs (Registered No. 12122416).

"Writing" unless otherwise specified in these Terms and Conditions, includes letters and facsimile transmission, (excluding, for the avoidance of doubt, telephone conversations and electronic mail).

"You" and "Your" means You, Our customer, identified on the Application Form.