



Terms and Conditions (v.1.1)

These terms and conditions, together with any other accompanying agreements, contracts, forms and documents (including the Privacy Policy, the Cookies Policy, the Contract Note and the FX Contract, where applicable) as amended from time to time and as may be applicable to Our Services which you may request from us (the **“Terms and Conditions”**), govern the performance of Our Services and constitute agreement between SGM-FX and you, the Client. You may communicate with us in writing either by mail to our address 157 Archbishop Street Valletta, VLT1440 Malta or by email on the following address: info@sgm-fxMalta.com or by calling us on the head office number +44 20772201740 We may ask you to follow up any telephone call by a communication in writing.

Our internal compliance standards require that there must be a clear understanding in writing, between us, SGM-FX (as defined below), and you, our Client, as to the extent of our responsibilities. We are a licensed financial institution authorised by the MFSA under the Financial Institutions Act, particularly to undertake the following activities listed in Schedule 1 to the aforementioned act, namely: 04- the payment service of money remittance as referred to in the Second Schedule to the Financial Institutions Act; and 07b - the activity of trading for own account or for account of customers in foreign exchange.

Accordingly, we set out below our responsibilities and our understanding of the Services that you require us to perform **YOUR ATTENTION IS PARTICULARLY DRAWN TO PROVISIONS RELATING TO - ‘INDEMNITY AND LIMITATION OF LIABILITY’**

DEFINITIONS

In these Terms and Conditions the following words and phrases have the following meanings:

“Adverse Market Movement” means a change in prevailing applicable exchange rates such as reversal of an FX Contract at the prevailing market rates would generate a loss

“Applicable Laws” means any Applicable Laws (including but not limited to, any local law of the jurisdictions into which the Services are provided), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable regulatory authority, or interpretation promulgated or published by any regulatory authority, any order issued by a court having jurisdiction over a party, or any applicable rule related to the Services to be provided under the Terms and Conditions or such other rule as deemed valid by SGM-FX from time to time

“Arbiter for Financial Services Act” means the Arbiter for Financial Services Act, Chapter 555 of the Laws of Malta

“Authorised person” means a person authorised by the Client to give, on behalf of its behalf an Instruction to SGM-FX, and to deal with SGM-FX on behalf of the Client as may be required by the Client

“Buy Currency” means any currency bought by the Client under the FX Contract

“Beneficiary” means the payee, being a natural person or legal entity so designated by the Client in the Payment Instruction, who will be receiving monies from SGM-FX pursuant to a Money Transfer

“Beneficiary Account” means the bank account of the Beneficiary as shown in the Payment Instruction, and verified

by SGM-FX with the Client

"**CBM1**" means the Central Bank Directive Number 1 issued in terms of the Central Bank Act

"**Central Bank Act**" shall mean the Central Bank Act, Chapter 204 of the Laws of Malta

"**Client**", "**you**" or "**your**" means you, our client, being the -entity who is a signatory to these Terms and Conditions and with whom we contract to provide Our Services

"**Close Out**" means a termination of a Trade before the agreed date or prior to the settlement of that Trade, and "**Closed Out**" shall be construed accordingly

"**Commission Delegated Regulation**" means Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive,

"**Consumer**" means an individual who is acting for purposes other than a trade, business or profession, or as such definition reflecting the provision of the CBM1 may be amended from time to time under the Applicable Laws.

"**Confidential Information**" means all confidential information relating to the Purpose which SGM-FX or any of its group companies, or their representatives directly or indirectly disclose to the Client or its representatives or any of its group companies, or their representatives. This includes all confidential or proprietary information relating to the business of SGM-FX; all confidential or proprietary information relating to the customers, employees, directors and investors of or in SGM-FX or any of its group companies (including but not limited to their identities); any pitch decks or marketing materials, whether provided on paper or electronically and any other information that is identified as being of a confidential or proprietary nature

"**Contract Note**" means the document produced by us which outlines the Trade we have agreed to perform for you and any specific requirements concerning each Trade

"**Data Protection Laws**" means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) which has been implemented into Maltese law by virtue of the Data Protection Act, Chapter 586 of the Laws of Malta as may be amended or updated from time to time

"**Financial institutions Act**" means the Financial Institutions Act, Chapter 376 of the laws of Malta

"**Force Majeure Event**" means any event or circumstances beyond the reasonable control of a party, including without limitation:

- (a) Fire, flood, explosion, earthquake, storm or other natural disaster;
- (b) Civil commotion, acts of war, hostilities (whether war is declared or not), sabotage, an act of terrorism as defined in the Applicable Laws, chemical or biological contamination, insurrection or civil disorder;
- (c) The acts or regulations of any public authority or governmental or supranational bodies or authorities within the Malta or elsewhere, or imposition of any government sanction, embargo or similar action; compliance with the Applicable Laws , judgment, decision, order or decree;
- (d) Any labour dispute, strike or similar industrial action;
- (e) The interruption or failure of any utility services; or
- (f) The failure of the transportation of any personnel, equipment, machinery or supplies and/or the shortage of any fuel, power or supplies

"**Forward Trade**" Trade where acting on your instruction, we secure an immediate exchange rate on currency to be delivered at a pre-determined future date longer than two Working Days and which shall serve as a means of

payment and to facilitate payment for identifiable goods, services or direct investment, as outlined in Article 10(1)(b) of the Commission Delegated Regulation

"FX Contract" means a foreign exchange contract entered in between SGM-FX and the Client, subject to the other provisions of the Terms and Conditions, under which the Client agrees to, instruct SGM-FX to carry out a Spot Trade or an Forward Trade, with the terms of such Trade being confirmed in the Contract Note.

"FX Instruction" means a request from the Client to SGM-FX to enter into an FX Contract

"Instruction" means an instruction by the Client for the SGM-FX to provide Services, which can either be an FX Instruction or a Payment Instruction

"Losses" means direct, indirect and consequential financial losses, damages, costs, judgments, penalties, fines, expenses, legal and accounting and other fees and expenses, costs of investigation, settlements, court costs and other expenses of litigation, as well as fees and expenses and losses not related to litigation or legal process and lost profits

"Margin" means the deposit payable at the beginning of a Forward Trade

"Margin Call" means the notification sent to the Client whether or not in writing, of a requirement by SGM-FX for the rate variation in Margin pursuant to a Forward Trade

"Micro-Enterprise" means an enterprise which (i) has fewer than two million euro (2,000,000.00) or a balance sheet total not exceeding two million euro (2,000,000.00), or as such definition reflecting the provision of the CBM1 may be amended from time to time

"MESA" means the Malta Financial Services Authority, which is the single regulator of financial services in Malta established under Chapter 330 of the laws of Malta and which registered office is situated at Malta Financial Services Authority, Trip I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta

"Money Transfer" means the payment service wherein SGM-FX performs the transfer of the Traded Funds to the Nominated Account

"Nominated Account" means the bank account provided to us by you in advance of a Money Transfer into which we are to transfer any Traded Funds . A Nominated Account includes a Beneficiary Account.

"Our Services" means the performance of any Trade and/ or Money Transfer

"Own Account Payment" means a Money Transfer of the Traded Funds where your Nominated Account is your own bank account and not the bank account of another person

"Payment Date" means the date when you must deliver funds to us in settlement of a Trade

"Payment Instruction" means an instruction from the Client for SGM-FX to execute a Money Transfer

"Personal Data" has the meaning set out in the Data Protection Laws

"Privacy Policy" means our privacy policy, a copy of which is available on our website: <https://www.sgm-fx.com/>

"Sell Currency" means the currency sold by the Client under the FX Contract

"SGM-FX", "we", "our" or "us" means SGM Foreign Exchange Malta Limited , a company registered under the laws

of Malta with registered number C 94607, and registered office situated at 171, Old Bakery Street, Valletta, VLT 1455, Malta

“Spot Trade” means a Trade where the Value Date is between two and four Working Days after the date of acceptance, as is also set out in Article 10(2) of the Commission Delegated Regulation;

“Trade” means any foreign exchange transaction which you authorise us to make forming part of Our Services, namely any Forward Trade or Spot Trade

“Traded Funds” means any funds to which you are entitled following settlement of the Trade

“Transaction” means the provision of Services by SGM-FX to the Client, subject to the Terms and Conditions, including a Trade or a Money Transfer

“Value Date” means the date by which we have to settle your Trade in the market

“Variation Margin” means an amount of currency required from time to time by SGM-FX from the Client by way of collateral to support a Forward Trade in addition to the Margin and which is then shown in the Contract Note

“Working Day” means 8:30am to 5pm Monday to Friday excluding Bank Holidays and Public Holidays in England and Wales and in Malta

References to any Applicable Laws shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment thereof (whether before or after the date of these Terms and Conditions), as may be or may have been applicable.

OUR SERVICES

1. On receipt of an accepted or signed copy of these Terms and Conditions and your registration documents, we will at such time or times as agreed, carry out transactions on your behalf in accordance with these Terms and Conditions.
2. We will provide Our Services at all times in accordance with these Terms and Conditions in relation to all Transactions. All Transactions and communications with you will be carried out in English. Contact with you will be made solely through the contact details you have provided.
3. Every Transaction to be performed by us on your Instructions will be confirmed to you in the Contract Note which will confirm the details of the Service and which will be sent to you by post or electronically as agreed with you from time to time. The Contract Note shall include the exchange rate and a breakdown of all charges and fees due. All charges and fees which may be due by Client to SGM FX in connection with the Services are listed in the Contract Note.
4. We will provide you with the Value Date of the proposed Trade in the Contract Note.
5. We will pay into your Nominated Account any funds agreed as soon as practicable after the Value Date. N.B It can take more than five days for funds to clear depending on local banking arrangements. Please be aware that receipt of funds from SGM-FX into your Nominated Account may result in charges being applied by your bank. For details of any charges applied by your bank, please contact them directly. We will advise you of any deductions in your outgoing Trade settlement that have resulted from bank charges prior to completing the Money Transfer.
6. All funds received from you solely for the purpose of executing a Money Transfer will be held in a designated segregated account. This account will be used solely in the provision of Our Services for and on behalf of our Clients, as may be applicable This means that you are still the beneficial owner of this money. You hereby agree that to the extent allowed at law, we shall have the absolute right to set-off, transfer, or apply sums held by us on your behalf (including the Margin), in or towards satisfaction of all or any Losses, liabilities and fees owed to us which have not been paid or satisfied when due. Set-off shall occur without notice or demand to you from us wherein we will become

the beneficial owner of that proportion of the money equal to our Losses.

7. We will not be paying you any interest on any Margin or any other money held in a segregated account. The length of time untraded client funds can be held on account is at our sole discretion and we reserve the right to return the funds to your Nominated Account at any time.
8. If and when SGM-FX contact the Client for a Margin call, the Client must transfer the Variation Margin to the specified account indicated by SGM-FX within one Working Day. SGM-FX may return the Variation Margin to the Client upon request, providing the Adverse Market Movement has fully reversed across all FX Contracts between the Client and SGM-FX and to the extent that there are no amounts owed to SGM-FX whether in terms of fees, charges or any Losses incurred by SGM-FX in relation to a Service. For any Trade we have agreed to provide for you, we confirm that we will only perform such Trade if:
 - a. We are in receipt of Payment Instruction by the Payment Date and time we have specified in the Contract Note, as soon as practicable after the first Working Day following the Payment Date; or
 - b. We are not in receipt of your Payment Instruction by the Payment Date and time we have specified in the Contract Note, as soon as practicable after we have received your Payment Instruction.

WHAT WE WILL NOT AND CANNOT DO

9. We cannot and will not provide advice as to the suitability or otherwise of any Trade, or the prevailing or future market trends. Nor will we provide specific or general advice to you. We will provide information as to the current market conditions, however any decision to proceed or not to proceed will rest solely with you. SGM-FX is a deliverable foreign exchange company and will not permit nor become involved in speculative foreign exchange transactions. You, the Client, must make any decision to buy or sell currency, to enter into any FX Contract or to receive any other Services based solely on your own judgment.
10. We will not accept cash or counter cheques. Funds must be remitted electronically.
11. We reserve the right not to accept third party funds in circumstances to be determined by us in settlement of any transaction or in payment of a deposit for a Forward Trade.
12. We will not settle a Trade in the market until we are in receipt of cleared funds from you which are indicated in the Contract Note. We will Close Out the Trade if we are not in receipt of cleared funds by the Payment Date, and we do not have your express permission, which must be communicated to us on a recorded telephone line or in writing, to leave the Trade open after the agreed Value Date. In the event that we have been unable to get your express permission to leave the Trade open after the Value Date and we are not in receipt of your funds on the Payment Date, this will result in Close Out. Following a Close Out, any Losses/ liability incurred as a result of this, will be invoiced to you and must be settled within seven Working Days from the date of the invoice
13. We will not carry out or agree to carry out a Forward Trade for you, if (without limitation) you are seeking to profit by pure speculation on foreign exchange movements. SGM-FX has sole discretion to decide whether the purpose of a Forward Trade is for the purchase of identifiable goods and/or services or direct investment.
14. SGM-FX will not act on behalf of the Client or as an agent when purchasing currency from our counterparties. SGM-FX contracts directly with the Clients. The Client acknowledges that SGM-FX has no obligation to disclose to the Client any profit we make on Our Services.

YOUR OBLIGATION TO US

15. In accordance with our obligations under the Applicable Laws, you must provide us with sufficient information and documentation to enable us to satisfy ourselves as to your *inter alia* identity. Such information may contain, but not be limited to, electronic identification and/or the provision of copies of photographic identification and copies of documentation verifying your address, or source of funds or wealth or any other any information required to be verified by SGM-FX under the Applicable Laws. If and to the extent you instruct us to transfer any Traded Funds to any Nominated Account in the name of a third party, we may carry out further identification checks on the proposed recipient(s) of such Traded Funds prior to accepting such Instructions. You understand that SGM-FX takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. The Client agrees that SGM-FX, in its sole discretion, may disclose any Transaction-related information including but not limited to confidential information of the Client in order to satisfy its legal obligations under the Applicable Laws, including, but

not limited to anti-money laundering trade and economic sanctions laws and /or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any government agency, body or department that exercises regulatory or supervisory authority with respect to SGM-FX's operations, where such disclosure is made to satisfy governmental audit or examination requirements or as part of information required to be submitted to such governmental entities in the ordinary course of business.

16. You and we each agree that we are separate and independent controllers for all purposes related to the Terms and Conditions in respect of any relevant individual's Personal data. Where we process any Personal Data, we comply with all requirements and obligations under the Data Protection Laws. Please note that we may use a third-party electronic identification check to verify the information you provide to us.
17. You are responsible for ensuring that all information supplied by you at all times is accurate and when necessary provide us with any changes which may have occurred immediately after they do so. This is to include any material changes which may affect your ability to comply with your obligations to settle any Trade. Any such information must be provided in writing by e-mail or by post.
18. You agree that you are not acting on behalf of or carrying out Transactions on behalf of a third party and that all funds provided for such transactions are legally yours.
19. In the event of a joint account, Instructions from any of the account holders will be deemed as coming from all. We hold all joint holders jointly and severally liable for all Instructions.
20. In respect of a Spot Trade, you will pay in full, the amount in cleared funds agreed by twelve midday on the Working Day notified in our Contract Note, after any Margin applied.
21. In respect of Forward Trades, we reserve the right to call for additional Margin as and when required such additional Margin to be paid within twenty-four hours of receipt of our relevant Margin Call. Failure to do so may result in a Close Out. Where a trade is Closed Out, and delivery does not take place you are not entitled to any resulting profit, but any losses incurred are payable by you.
22. In respect of any FX Trade and to the extent we are not performing a Money Transfer, we reserve the right to revise the terms of these Terms and Conditions specifically the exchange rate and the Value Date before initiating the Money Transfer where the Trade has been delivered earlier or later than agreed.
23. The Client agrees to notify SGM-FX of any error or omission in any Contract Note received from SGM-FX within one hour of receipt, provided receipt occurs (or is deemed to occur) on or before 4pm on a Working Day. If the receipt occurs outside of Working Day hours or after 4pm on a Working Day, any notice must be received by us on or before 9.30am on the next Working Day. After this time has elapsed the Client is deemed to have accepted the terms of the Contract Note and will thereafter have no recourse to dispute the content or accuracy of the Contract Note, except in cases of fraud or gross negligence by SGM-FX.
24. You must provide SGM-FX with the names and contact details of all Authorised Persons. SGM-FX will only accept instructions from Authorised Persons and shall be entitled to assume that each Authorised Person is authorised to make any instruction on the Client's behalf unless notified to the contrary in writing by an officer or director or other Authorised Person of the Client. The Client must notify SGM-FX immediately upon an Authorised Person no longer being authorised to place instructions and communications with SGM-FX on the Client's behalf.
25. SGM-FX is entitled but not obliged to act upon Instructions which are or reasonably appear to be from the Client or any Authorised Person. In particular:
 - a) An Instruction or other communication received from an e-mail address or telephone number registered with SGM-FX as belonging to the Client or an Authorised Person and/or generally used by the Client and/or Authorised Person to communicate with SGM-FX shall be sufficient to authenticate an Instruction or communication as being from the Client, and SGM-FX shall be entitled to act upon Instructions received from communication channels provided to SGM-FX by the Client
 - b) In the case of Instructions or communications made by telephone, SGM-FX will ask security questions. Where the answers are correct, and where the name is an Authorised Person on file, this shall be sufficient to authenticate an Instruction or communication as being from the Client.
26. An Authorised Person may from time to time provide a Payment Instruction to SGM-FX. Such Payment Instruction will be deemed by SGM-FX as 'consent' for the execution of the Payment by the client pursuant to regulation 40 of the CBM1. The Payment Instruction must confirm the details of the Beneficiary Account which consist of the following:
 - a) Full name and address of the Beneficiary
 - b) The account details of the Beneficiary and the Beneficiary's banking provider which shall be:

- i- The sort code and account number where the Beneficiary's banking provider is located within the United Kingdom; or
 - ii- The IBAN and SWIFTBIC where the Beneficiary's banking provider is located outside the UK; or
 - iii- The payment reference that the Client requests SGM-FX to use; and
- c) The amount the client requests to transfer to the Beneficiary.

27. Prior to the execution of a Money Transfer, we shall at your request provide you with the following information:

- a) the maximum execution time;
- b) the charges payable by you; and
- c) where applicable, a breakdown of the amounts of any charge.

28. Immediately after the execution of the Money Transfer, we shall notify you of the following data:

- a) a reference enabling you to identify the Money Transfer and any information transferred with the Money Transfer, and where appropriate information relating to the Beneficiary;
- b) the amount of the Money Transfer in the currency used for the Payment Instruction;
- c) the amount of any charges for the Money Transfer, where applicable, a breakdown of the amounts of such charges;
- d) the exchange rate used in the Money Transfer, and the amount of the Money Transfer before that currency conversion;
- e) the Value Date.

CLIENT REPRESENTATIONS AND WARRANTIES

29. The Client hereby represents and warrants to SGM-FX that:

- a) full power and authority to enter into a Transaction;
- b) On using the Services, the Client shall at all times act as principal and not as an agent and acknowledges that SGM-FX is also acting as principal in relation to a Transaction.
- c) Information provided to SGM-FX by the Client is true and accurate in all material respects. The Client will provide full disclosure of any information relevant to a Transaction as soon as practicable.
- d) The Client shall keep SGM-FX informed of updates which may be relevant to a Transaction, including, but not limited to its name, address, officers, bankers, and any other significant information which might affect SGM-FX's decisions relating to the Client. Failure to inform SGM-FX may at SGM-FX's sole discretion be considered a Material Breach.
- e) The Client shall provide such information as SGM-FX may reasonably request on an ongoing basis, which may include information regarding the financial status of the Client or information that will enable SGM-FX to comply with the Applicable Law and/or make decisions as to whether or not to continue with a Transaction. Failure to provide such information is a Material Breach of this Agreement.
- f) Each Transaction entered into by the Client with SGM-FX is for a legitimate, legal and/or commercial purpose.

30. The Client relies on its own judgement when entering into a Transaction and will not rely on any view or opinion expressed by SGM-FX.

MATERIAL BREACH

31. The occurrence of any of the following events, plus those named elsewhere as such in this Agreement, shall constitute a material breach ("**Material Breach**") of this Agreement:

- a) the Client fails to comply fully, when required to do so, with any obligation under these Terms and Conditions or indicates (either expressly or implicitly (by reason, for example, of the Client's failure to respond to SGM-FX's correspondence or telephone calls)) that the Client does not intend to comply with any such obligations
- b) the Client or an Authorised Person are, or SGM-FX reasonably considers the Client or an Authorised Person may be: (i) using or obtaining or allowing someone else to use SGM-FX's Services illegally, (ii) acting fraudulently, (iii) behaving improperly, threateningly or in an abusive manner, (iv) being investigated for any reason (whether known to the Client or otherwise) by any governmental department, agency or authority, (v) are found guilty or

- have pleaded guilty to a criminal charge (excluding any motoring offence), (vii) in breach of any provisions of the Applicable or regulatory requirements, in each case to which the Client is subject from time to time;
- c) SGM-FX in its sole discretion determines that a Transaction is not, at any point in its lifetime, for any representation or warranty made by the Client was or has become or subsequently would become, if repeated at any time, incorrect or inaccurate;
 - d) the Client fails to respond, reply or otherwise acknowledge any reasonable attempts by SGM-FX to contact the Client or the Client fails to comply with any reasonable request made by SGM-FX in relation to any Transaction;
 - e) SGM-FX, acting in its absolute discretion, and upon receipt of additional information (in whatever form), reasonably believes that SGM-FX would not have entered into a Transaction had SGM-FX been aware of that additional information at the time of the Transaction in question, which information could include the results of a legal/compliance/ risk review of the Client's history;
 - f) the Client is declared insolvent or commences a voluntary action or other procedure seeking or proposing an administration, liquidation, reorganisation, an arrangement or composition with creditors, a freeze or moratorium, or other similar relief with respect to the Client or to its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law, or the Client seeks the appointment of a trustee in bankruptcy, receiver, liquidator, administrator or other similar official in relation to it or any part of the Client's undertakings or assets or the Client takes any corporate action to authorise any of the foregoing and, in the case of a reorganisation, arrangement or composition, SGM-FX does not consent to such a proposal;
 - g) an involuntary action or other procedure is commenced against the Client seeking or proposing a re-organisation or an administration order, liquidation, an arrangement or composition with creditors, a freeze or moratorium, or other similar relief with respect to the Client or its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Client) or seeking the appointment of an insolvency official in relation to the Client or any part of its undertakings or assets;
 - h) there has arisen between SGM-FX and the Client as determined in SGM-FX's absolute discretion, an irreconcilable difference with the Client, or the Client conducts itself in such a way that SGM-FX reasonably concludes that the Client no longer wishes or desires to be bound by these Terms and Conditions;
 - i) it becomes, or may become, unlawful for SGM-FX to maintain or give effect to all or any of its obligations under this Agreement or either Party is required to liquidate, sell, close out, replace, reverse, cancel or terminate a Transaction by a regulatory authority;
 - j) either Party is requested by a regulatory or governmental department, authority or agency to Close Out a Trade or suspend/refuse a Money Transfer, or terminate the Terms and Conditions whether or not that request is legally binding;
 - k) to the extent applicable, the Client is subject to a change of control being the sale of all or substantially all of its assets, a merger, consolidation or acquisition of the Client's business or any change in ownership of more than fifty percent (50%) of its share capital;
 - l) the Client no longer satisfies any of SGM-FX's due diligence requirements or any anti-money laundering policies which it may have in place
 - m) if the Client does not repay amounts owed to SGM-FX following a demand to repay such outstanding amount or if circumstances arise which may reasonably affect the performance by the Client of any of the Client's obligations towards SGM-FX or if the Client has generally conducted its relationship with SGM-FX in an unsatisfactory manner;
 - n) SGM-FX considers, in its absolute discretion, that its legitimate business interests or reputation are at risk of being harmed or otherwise impaired by its continued business relationship with the Client or
 - o) anything analogous to any of the events specified above under the laws of any Jurisdiction.

32. Should the Client become aware of any event referred to in clause 31 above or any other circumstances that may give rise to a Material Breach of these Terms and Conditions, it shall notify SGM-FX immediately.

TERMINATION

33. Each Trade terminates automatically on completion of a Trade i.e. when the Trade is performed by us. However, we reserve the right to terminate the Trade at any time, where you fail to make payment of any description as contained in the Terms and Conditions or where there is material breach of the Terms and Conditions by you, where we are unable to contact you in regard to any matter. We also reserve the right to terminate the Trade where it becomes unlawful for us to carry out the Trade or where we are obliged to do so by virtue of any legal or regulatory obligation or where we reasonably believe that carrying out the Trade may lead to us breaching any Applicable Laws and/or damaging our reputation and/or for any objectively justifiable reason including where we reasonably suspect fraud or any illegal activity. In such cases, where possible, we will inform you beforehand of our termination or suspension and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or we are prohibited at law from doing so. We will inform you by telephone or by any available or appropriate means. Any action taken by us in terms of this clause may also constitute a valid reason for us to terminate these Terms and Conditions immediately and without notice in terms of clause 37 below.
34. Once you enter into the FX Contract, you do not have the right to terminate the Trade as we immediately incur liability and purchase currency on your behalf.
35. In the event of the termination, we will Close Out any Trades not completed and inform you of any loss or liability we have incurred. You are responsible for the loss or liability we have incurred, and you must pay such loss or liability incurred on demand by us. We reserve the right to use any such sum as may have been provided by you in respect of a Margin to settle all or part of the loss or liability. After settlement of the loss or liability incurred, we will return to you any such sum as may be remaining.
36. We reserve the right to terminate these Terms and Conditions for any reason we deem fit by informing you of such termination in writing with two (2) months' notice (if you qualify as a Consumer or a Micro-Enterprise) or with such shorter notice period as may be permitted by the Applicable Laws.
37. To the extent allowed under the Applicable Laws, we may however take action to terminate these Terms and Conditions immediately and without notice for a valid reason or good cause including, but without limitation, if we reasonably believe that you have committed a Material Breach of these Terms and Conditions.
38. Charges for Our Services levied on a regular basis shall be payable by the Client only proportionally up to the termination of these Terms and Conditions and if such Charges are paid in advance, they shall be reimbursed proportionally.
39. Upon the termination of these Terms and Conditions, we shall provide you free of charge, the information relating to Money Transfers, as referred to in clauses 27 and 28, covering a period of at least thirteen (13) months.

DEFAULT

40. In the event that you fail to make payment to SGM-FX in relation to the Service or in accordance with a Contract Note you will incur interest on any outstanding sum at the rate of 4% above base rate calculated daily from the date of non-payment until settlement.
41. SGM-FX reserves the right to verify any instructions received or appearing to be received from the Client by using the details provided by the Client and held by SGM-FX. The Client accepts that SGM-FX cannot absolutely verify the accuracy or completeness of instructions and accepts that they are sent at the Client's risk, and further agrees, to the fullest extent possible to indemnify SGM-FX for any losses incurred as a result of SGM-FX acting on the Client's actual or purported instructions.

INDEMNITY AND LIMITATION OF LIABILITY

42. We are not liable to you for any loss or damage which you may incur:
 - a) as a result of any breach of the Terms and Conditions by you;
 - b) where we terminate the Trade or where we terminate the Terms and Conditions for any reason whatsoever
 - c) where we exercise our sole discretion at any time to refuse to proceed with a request for Our Services;
 - d) as a result of any fluctuation in any exchange rate;
 - e) where you do not provide us with any amount, which we require from you by the due date;

- f) as a result of any act or omission by you.
43. Save in relation to any Money Transfer our total liability to you in connection with the performance, or contemplated performance, of the Trade or any of Our Services is limited to the total amount paid by you to us under the Contract Note.
44. You hereby fully indemnify us and shall keep us fully indemnified in respect of all and any liability which we incur as a result of:
- a) your breach of any of Our Terms or of any other term or condition of the Trade or of any other term or condition relating to any of Our Services;
 - b) any act or omission by you;
 - c) any termination of the Trade.
45. We are not liable to any person except the Client. We are not liable for any loss or damage whatsoever caused to any person other than you.
46. Save in relation to any Money Transfer which we perform for you, we shall only be liable to you for any direct Loss or damage caused to you or your property by SGM-FX. To the extent allowed under the Applicable Law, we are not liable to you for any Loss or damage which does not follow directly from our breach of the Terms and Conditions. Except in cases of fraud or gross negligence by us, SGM-FX shall not be liable for any loss of data, loss of profits, loss of revenue, loss of turnover, loss of sales, loss of production, loss of anticipated savings, loss of goodwill, loss of business opportunity or contracts or any other economic loss whatsoever arising out of or in connection with the Service.
47. No provision of this 'Indemnity and Limitation of Liability' section, nor any other provision of the Terms and Conditions, shall have as its object or effect the exclusion or limitation of any liability we may have for personal injury or death resulting from our gross negligence or for fraud or any other liability which it is not possible for us to exclude or limit by the Applicable Law.

OUR OBLIGATIONS UNDER CBM1

48. We are obliged to inform you of your rights under CBM1. After a Trade is completed or we are otherwise holding funds pending performance of a Money Transfer, we must send these funds to the Nominated Account – either back to you in your Nominated Account, or to the Beneficiary Account.
49. To the extent you do not qualify as a Consumer, or a Micro-Enterprise under the Applicable Law you hereby agree that none of the Paragraphs 38(1), 40(3), 48, 50, 52, 53, 56, 64, and 65 of CBM1 apply to you. CBM1 applies to Micro-Enterprises in the same way as to Consumers. For the purposes of Paragraphs 52 and 53 of CBM1 Micro-Enterprises shall not be considered as Consumers.
50. CBM1 sets down some rules that we must follow to protect our Client where they ask us to perform a Money Transfer. This does not apply to any Trade or Own Account Payment or to any payment you make to us for any Trade or Own Account Payment, or to any payment we make to any person, or any person makes to us, in order to perform a Trade or Own Account Payment.
51. **Information and Notifications.** Under CBM1 we are required to provide certain information and notifications to you regarding Money Transfers performed. With respect to Money Transfers, we will provide you with statements in English by email upon your request. To the extent you are a Consumer or a Micro-Enterprise you shall not be charged for (i) any information provided to you by us as mandated under CBM1 (ii) any corrective and preventive measures which we are obliged to carry out under Title IV of CBM1.
52. We will communicate information and notifications to you by phone, email or in writing as outlined above. We will provide you with any information that we are required by CBM1 to provide to you, and in such manner and form and as often as we reasonably consider necessary to comply with CBM1.
53. **Consent.** We will only accept a Payment Instruction which is given to us on a recorded telephone line or in writing. Your written instruction will be treated by us as your consent to us to go ahead with and our authorisation to perform that Money Transfer. Further information and explanation about the steps you need to take to authorise us to perform a Money Transfer for you will be given to you at the time of the request.
54. **Withdrawal of consent.** To the extent you are a Consumer or a Micro-Enterprise, kindly note that where authorised, we will go ahead with a Money Transfer unless we receive clear written instructions not to proceed by no later than the end of the last Working Day before the day that Money Transfer was due to take place; or we agree in writing

with you that we will not do so. For the avoidance of doubt, if the instructions in your notice are unclear, we will treat your consent to the Money Transfer as not being withdrawn and will proceed with the Money Transfer.

55. **Failure or error to perform.** We may be liable to you under CBM1 where we fail to perform or incorrectly perform any Money Transfer. Where you believe we may have failed to perform or incorrectly performed such a Money Transfer, you should let us know as soon as possible and, if you request, we will make immediate efforts to investigate the matter and let you know the outcome of our investigation. Where we have failed to perform or incorrectly performed such a Money Transfer, we will without undue delay make good and correct the error and deliver the amount of the unperformed or incorrectly performed Money Transfer to Your Nominated Account(s) as originally instructed. You will only be entitled to this redress if you notify us in writing or by telephone using the contact details without undue delay on becoming aware of any unauthorised or incorrectly executed Money Transfer, and in any event no later than 13 months after the debit date if you are a Consumer or a Micro-Enterprise. If you are not a Consumer or a Micro-Enterprise, no later than one month after the date the payment was made. We will also not be liable where we are able to show that the authorised amount was received at the appropriate time by the person to whom you instructed us to send the funds, or where the failure to perform or incorrect performance was due to you providing us with incomplete or incorrect information or was otherwise your fault.
56. **Refusal to perform.** We may refuse to perform a Money Transfer at any time for any reason, including without limitation where you make a request for Our Services. Where we refuse to perform a Money Transfer: we will let you know our reasons for our refusal (unless unlawful to do so); and if the refusal is due to any factual errors, we will tell you what these are and how to correct them. We will have no liability to you for failure to perform or incorrect performance of a Money Transfer where the reason for this was our refusal to proceed with that Money Transfer or any part of it.
57. **Unauthorised Money Transfer.** We may be liable to you under CBM1 where we perform a Money Transfer for you that you did not authorise us to perform. Where you believe we may have performed such an unauthorised Money Transfer, you should let us know as soon as possible and we will investigate. Where we have performed such an unauthorised Money Transfer we will immediately refund to you in full the amount of that funds which are the subject matter of that Money Transfer. You will not be entitled to any such refund: if you do not inform us by notice in writing without undue delay (and in any event not later than 13 months after the date on which the unauthorised Money Transfer was made) on you becoming aware that an unauthorised Money Transfer may have occurred; or if the Money Transfer was authorised by you.
58. **Limitation of liability.** Our total liability to you in connection with a Money Transfer is in all cases limited to the funds which are the subject matter of the Money Transfer together with any charges for which you may be responsible and any interest which you may be required to pay as a consequence of any non- performance or incorrect performance by us of the Money Transfer. If we contravene any requirements imposed on us under CBM1, we will not be liable for any unforeseen events or consequences beyond our control.
59. **Additional information.** If you ask us to provide you with any information or materials which we are not required to provide under CBM1, we may ask you to pay us a fee to cover our costs of providing them to you. If you do ask us to do this, then we will advise you of any fee that may apply.
60. **New Changes:** Payments from the EEA to Beneficiaries outside of the EEA will be entitled to receive specified information before the contract is agreed, before the payment is made and after each payment.

FRAUD

61. You shall be liable to us and repay us for any loss or damage suffered by any fraudulent use of Our Services. To the extent you are a Consumer or Micro-Enterprise, you are liable for any losses you incur in respect of an unauthorised Money Transfer:
- Arising from the use of lost or stolen personalised security features or procedures agreed between us and you for your use in order to give us payment instructions, including (without limitation) an unauthorised Money Transfer through any electronic communication, up to a maximum of EUR50 unless you have acted fraudulently under clause 61(b) or failed to comply with clause 62; or
 - Where you have acted fraudulently or have acted with gross negligence then you will be liable for the full amount of those losses. This includes any legal costs that we may incur in order to enforce our rights or recover

any amounts you owe us.

62. You must take all reasonable steps to keep your personal and/ or corporate email account log-in details secret and safe, and you must take all reasonable steps to prevent loss, theft or fraudulent misuse of them (including ensuring that you keep your computer secure by using up-to-date anti-virus and anti-spyware software and a personal firewall). We will not be liable for any losses arising as a result of failure by you to take these steps and you will be liable for the full amount of those losses.
63. Nothing in these Terms shall exclude or limit our liability for death or personal injury or fraud or fraudulent misrepresentation.
64. We will contact you in the event of any fraud or suspected fraud or security threats to your account with us.

COMPLAINTS

65. In the unlikely event that you are dissatisfied with any of Our Services, in accordance with our complaints procedure we require you to inform us of your complaint either initially verbally or in writing. Where the initial complaint is verbal it must be followed up immediately with a written complaint. Such complaint should be addressed to the Head of Compliance at our address on these Terms and Conditions.
66. SGM-FX will do its best to resolve the complaint as soon as possible and send you a final response by email within 15 days of receiving the complaint. If, in exceptional circumstances, for reasons beyond our control, we need more time to respond, we will send you, a holding reply within 15 days of receiving the complaint to let you know when you will receive our final response (which will be no later than thirty-five (35) days from the date on which we first received your complaint).
67. If you do not receive our final response on time or you are unhappy with our final response, you may submit your complaint as follows:
 - a) if you are considered an eligible customer in terms of the Arbitrator for Financial Services Act, namely if you are an individual or a Micro-Enterprise, you may submit your complaint to the Office of the Arbitrator for Financial Services, First Floor, St Calcedonius Square, Floriana, FRN1530 Malta or via email on info@financialarbiter.org.mt
 - b) If you are not an eligible customer in terms of the Arbitrator for Financial Services Act, you are to submit a complaint to the Central Bank of Malta at Manager, Regulation and Oversight Office, Central Bank of Malta, Castille Place, Valletta, VLT 1060 Malta or via email on: regulation@centralbankmalta.org.

FORCE MAJEURE

68. We will not be liable for any delay in performance or non-performance of any obligations under the Terms and Conditions as a result of any Force Majeure Event, any failure or malfunction of communication, transmission or computer facilities, or the failure of any relevant exchange, clearing house, settlement system, broker or agent to perform its obligations.
69. You will not be liable for any delay in performance or non-performance of any of your obligations under the Terms and Conditions as a result of any Force Majeure Event, provided that, notwithstanding the rights set out in the 'Termination' section of these Terms and Conditions, we shall have the right to Close Out any outstanding Trades and terminate the Terms and Conditions immediately upon written notice to you in the event that such event is ongoing for more than two Working Days.

GOVERNING LAW

70. This Agreement is governed by and shall be construed in accordance with the laws of Malta.
71. In the event of any dispute arising out of or in connection with this Agreement, the parties to the Terms and Conditions will use their reasonable efforts to resolve any disputes arising hereunder without formal litigation and

through negotiation in good faith. If the dispute cannot be resolved by negotiation within ten (10) working days from the commencement of such negotiations, it shall be decided solely and exclusively by arbitration in Malta in accordance with the Malta Arbitration Act.

72. Notwithstanding the above, any of the parties to this Agreement may submit any dispute to the exclusive jurisdiction of the courts and tribunals of Malta.

GENERAL

73. We may amend these Terms and Conditions from time to time, for example in order to comply with changes in the law or regulatory requirements or due to changes in market conditions. If we make any change to these Terms and Conditions, we will do so by email and/or by post and/or by making the updated version available on our website: <https://www.sgm-fx.com/>. We will also inform you of the date from which any change is to take effect, and in relation to Terms and Conditions applicable a Money Transfer, we will do so no later than two months before their proposed date of application. You can either accept or reject the changes before the date of their proposed date of entry into force. If you are a Consumer or a Micro-Enterprise and you do not agree to the changes, amendment or modifications to the Terms and Conditions, you have the right to terminate these Terms and Conditions immediately and without charge by informing us, using the contact details provided herein, prior to the effective date of these changes, amendments or modifications.
74. If you wish to receive a written copy of the revised Terms and Conditions by post, we will send to the postal address we hold for you upon request. Changes that we make to these Terms and Conditions will normally only apply to Our Services provided after the amendment of the Terms and Conditions but will also apply to Our Services provided before any amendment to the Terms and Conditions where we are required to make them do so by law or regulatory requirements.
75. You hereby agree that changes in the interest or exchange rates may be applied immediately and without notice, provided that the changes in the interest or exchange rates are based on the agreed upon exchange rates. You shall be informed of any change in the interest rate at the earliest opportunity. Changes in exchange rates which are more favorable to you shall be applied without notice.
76. No other form of variation of the Terms and Conditions shall be effective unless it is in writing and signed by the parties.
77. A person who is not a party to the Terms and Conditions shall not have any rights under or in connection with it.
78. No failure or delay by a party to exercise any right or remedy provided under the Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
79. If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
80. The Terms and Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Terms and Conditions.
81. No oral representation by SGM-FX its employees or agents shall be binding unless made with the express permission in writing of a director of SGM-FX.
82. Telephone calls between you and us will be recorded and retained for training purposes and/ or as verification of instruction to trade. Such calls may be used in evidence in the event of dispute.

Confidentiality

83. If a Client is in receipt of Confidential Information it shall:
- a) keep the Confidential information secret and confidential;
 - b) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with the written agreement by SGM-FX; and
 - c) not copy, reduce to writing or otherwise record the Confidential Information except as agreed by us. Any such copies, reductions to writing and records shall be the property of SGM-FX.

By ticking the box I confirm that I have read and understood the Terms and Conditions set out above and confirm my acceptance of them.