

## TERMS AND CONDITIONS

### CUSTOMER AGREEMENT: PERSONAL AND BUSINESS CUSTOMERS

#### 1. This Agreement

These terms and conditions apply to personal and business customers who use our foreign exchange ("FX") or payment services available through our telephone service, our websites or our mobile app. In this Agreement, "we", "us" or "our" means GatewayCapitalCG.

Each FX transaction is a separate agreement which incorporates these terms and conditions. The specific details of each FX transaction, including the currencies and amounts to be exchanged and the recipient, will be agreed separately when you request a transaction.

These documents contain legal obligations for you and for us so you should read them carefully to make sure you understand them.

#### 2. Our Services

We provide "FX Services", that is buying and selling currency from you, for personal or commercial purposes. There are two types:

- A "Spot Contract" is a contract under which we agree to exchange money at an agreed rate, which for major currencies must be settled within two Business Days of the contract being entered into. It may be longer to settle exotic currencies. A "Business Day" is a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in London or, where relevant, in the country of the currency you are exchanging, and
- A "Forward Contract" is a contract under which we agree to exchange money at an agreed rate at an agreed time, which is usually more than two Business Days in the future. This could be a one-off or a recurring transaction. The Forward Contract must be to facilitate payment for identifiable goods, services or direct investment. We may ask you for evidence to support this.

After we have exchanged the currency, you can ask us to send the funds to you or to pay this on to someone else ("payment instruction"). If you ask us to pay someone else, we will be providing you with a payment service when we make the payment ("Payment Services"). This is a separate service from the FX Service and this Agreement sets out your rights and obligations in respect of both services.

You must be the owner or trustee of the money you are intending to transfer.

We do not offer any form of investment or speculative trading facilities. When you enter into a FX transaction, you must pay us the full amount of the funds you are transferring. We will also not agree to enter into any kind of set-off arrangement that would allow you to receive or pay only the amount of any gain or loss that might be realised as the result of exchange rate movements on settlement of the FX transaction.

We do not take into account your specific financial circumstances or needs when we enter into a FX transaction with you. To the extent that we provide you with any advice, it will relate only to the mechanics of the transaction you are proposing to enter into or to publicly available information. You must obtain your own financial advice and make your own assessment as to whether our service is appropriate for your particular requirements. You must select the type and timing of each FX transaction you enter into yourself.

#### 3. Becoming a customer

To provide you with FX and Payment Services, we must collect certain information about you and any individuals you appoint to provide instructions on your behalf ("Authorised User"). These include details such as your name, contact details, date of birth, proof of your identity and/or financial affairs.

If you are a business, this includes information about the way you are set up, your directors or management body, the law you are subject to and ownership.

We need this to verify your identity and ensure we meet our regulatory obligations. We may also need to update this information during the term of this Agreement. If you do not give us this information or we are not satisfied with it, we may not be able to provide any services to you.

We also carry out electronic database searches and credit reference agencies searches to verify your identity and, if necessary, the identity and credit standing of your directors and Authorised Users.

You acknowledge and agree that we may use, store, retain and otherwise process information, including personal information, or data provided by you in connection with this Agreement. You may withdraw this agreement by terminating this Agreement. We may still need to use your information for other purposes, for example, to keep records for regulatory reasons. For more information about the personal information we collect, how we use it, and who we share it with please read our [Privacy Policy](#).

#### 4. How we communicate with you

Where we need to contact you under this Agreement, we will do so by email, text or telephone, using the details you most recently gave us. We may also contact you through our secure website available through GatewayCapitalCG. We will tell you if there are any technical requirements you need to receive these messages.

We record telephone calls to record your instructions, and for training and quality purposes. In the event of any dispute, the recording or transcript of our telephone conversation may be used as evidence as to the terms of the agreement that was entered into.

You must ensure that all information provided to us is accurate and up-to-date at all times. You must tell us of any changes by calling us, updating your details in our Secure Website, or emailing us (where we have agreed this with you), as soon as practicable, and in any event within 14 days of the change. If you do not, this may impact the services that we can offer you, for example, we will continue to send messages to the email address we have for you so you may miss out on notifications.

Where notice in writing is required under this Agreement, it may be sent by email. Email is deemed to be received when it was sent provided no message of non-delivery was received by the sender.

#### 5. Making changes to this agreement

We may make changes to this Agreement by telling you, either by email or posting new terms on our website or Secure Websites.

We can make changes:

- Because we're changing a service we offer or introducing a new service,
- To take account of developments or expected changes in technology, the banking system or industry,
- Due to a change or expected change of law or regulation,
- Due to changes in our costs which mean we may need to change or introduce fees,
- To manage our business sustainably over the long term.

The amount of notice will depend on the type of changes we are making. If it affects the Payment Services we offer, we will give you two months' notice. Otherwise, we can make the change by telling you beforehand. This will not affect any rights or obligations you already have, but you will be bound by the new terms when you enter into subsequent FX transactions.

If you don't tell us you want to terminate this Agreement before the change happens, then we'll treat you as having accepted the change. If you wish to terminate this Agreement, you can do so without charge but you will need to complete any FX Transactions or Payment Services that have been requested.

## 6. Giving us instructions

If you appoint an Authorised User, they may have unlimited authority to give us instructions on your behalf or, if you are a business, you may specify the actions they are authorised to undertake. This

Agreement will also apply to them but you remain responsible – any references to ‘you’ will also include Authorised Users where applicable.

We will rely on instructions from Authorised Users until such time as you revoke or vary that authority by giving us 48 hours’ notice in writing or by calling us. If you wish to appoint or change an Authorised User, please contact us for more information.

We will issue, or you can choose, a username and personalised security credentials (such as a password or fingerprint) and security questions (“security procedures”) so that you can give us instructions. We may accept any instructions received using the security procedures without further checking the identity of the user.

You must take all reasonable steps to keep your security procedures secret and safe, and you must take all reasonable steps to prevent loss, theft or fraudulent misuse of them, for example, you should not write them down in a format that is recognisable, save them electronically, choose simple passwords, or let someone else use them unless they are an Authorised User.

If you know or suspect that your security procedures have been lost, stolen or misappropriated, or that there have been unauthorised transactions or payments or other security breach, you must notify us immediately by calling us on the numbers above or emailing us at [support@gatewaycapitalcg.com](mailto:support@gatewaycapitalcg.com)

We will prevent the use of your security procedures if we reasonably believe that:

- It is appropriate to protect the security of your security procedures or access,
- Their use is or may be unauthorised or fraudulent,
- It may otherwise compromise our security measures, or
- We have to do so under an applicable law or regulation or order of a court or other regulatory body.

We will tell you if we need to stop or suspend the use of your security procedures, using the contact details you have provided to us, unless that would break the law. If we cannot contact you in advance, we will attempt to contact you as soon as possible afterwards. Unless we have terminated the Agreement as a result, we will allow you to use your security procedures again once the reasons for taking such action no longer apply.

We will also tell you if we become aware of a security breach that could impact you and let you know any steps you should take to reduce any risk to you.

We may apply limits to the number of transactions that you can make each day. We may also apply limits to the amount of money that you can transfer each day. Where this is the case, we will notify you separately and let you know if there is another way you can give us your instructions.

## 7. When we don't need to follow your instructions

We may refuse to offer you FX Services at any time for any reason. However, once we accept an FX instruction, we'll provide you with FX Services or follow payment instructions you give us unless:

- They are not complete or you have not provided us with information we have asked for,
- We do not think they came from you,

- You have not paid us money you owe us,
- You are located in certain countries where we do not do business,
- It would mean we may break the law, regulation, code, or other duty that applies to us or may expose us to claims by third parties,
- We reasonably think a payment is connected to fraud, money laundering, terrorist financing, tax evasion, or other criminal activity,

- We believe it could expose us or another GatewayCapitalCG Group Company to legal or regulatory action.

There may be a delay in the services we provide while we check that none of the above reasons apply. We'll tell you if we are unable to provide you with FX Services or make a payment and what you need to do to correct any errors in the instruction.

## FX SERVICES

### 8. Giving us FX instructions

If you wish to enter into a Spot Contract, you may do so by giving us instructions online, by calling us, or by email if we agree this with you in advance. For a Forward Contract, you must give us instructions by calling us.

Your FX instruction needs to include the currencies you want to exchange and recipient you want to pay. For a Forward Contract, you will also need to specify the date you want the exchange to occur.

On receipt of your FX instruction, we will specify the transaction details including:

- The amount of the "Sale Currency" required, that is, the currency you are selling to us,
- The amount of the "Purchase Currency", that is, the currency you are buying from us,
- The exchange rate offered,
- Any applicable fees,
- The recipient the funds are to be sent to,
- The "Booking Date", that is the date your FX instruction is treated as finalised,
- The "Maturity Date", that is, the date on which the currency exchange is to be made by us (we may agree to vary the Maturity Date) and by which you must have provided cleared funds in your Sale Currency in the bank account we specify, and
- The terms for an initial deposit (if applicable).

When you confirm the FX instruction it becomes legally binding and you are bound to perform your obligations for the FX transaction in accordance with those terms. The table below sets out when the transaction becomes legally binding:

Type of instructions	When you confirm the FX transaction details on screen. In some circumstances, for extra security, we may try to call you. If we can't contact you, we may "Close Out" the transaction (this means cancelling it as explained in paragraph 12) but we are not obliged to do so.
Secure Website:	When you confirm the FX transaction details during the call. We will send you a deal confirmation by email.
Telephone:	If we agree to accept instructions by email, the FX transaction will be binding when we process it. You acknowledge that if you choose to book a FX transaction by email, it may not be processed immediately. We will send you a deal confirmation by email once we have processed the FX transaction.
Email: When it is legally binding	

You may only take action to correct any of the FX transaction details set out in the deal confirmation if it does not reflect the transaction details that have already been agreed. This is because we usually enter into a matching transaction with a bank or another counterparty at the same time as agreeing a FX transaction with you. For Spot Contracts, we complete the FX Service as soon as we have instructions from you and cleared funds in your Sale Currency, so you must tell us straight away if there is an error between the deal confirmation and your instructions. For a Forward Contract, you must tell us within 24 hours.

If we quote you a rate that is clearly a mistake on our part as the result of a technical or human error, it is not binding on us. You must notify us as soon as the mistake comes to your attention and we will requote the rate as soon as possible.

You acknowledge that exchange rates can fluctuate rapidly, so the rate we quote you depends on you promptly performing your obligations. We reserve the right to re-quote the rate if you do not provide us with requested information or funds on time.

If you ask us to hold your funds pending your FX instruction, you must provide us with your instruction as soon as possible. If you do not do so within 3 months, we will return the amount we hold to the account we received them from.

We enter into FX transactions directly with you so we will have no responsibility to anyone else.

#### 9. Further requirements for forward contracts

We may ask you to pay a deposit in part payment of the Forward Contract, both at the time you book it and at any time prior to the Maturity Date. We will tell you whether a deposit is payable before you confirm the Forward Contract. We will determine the amount of any deposit/s that must be paid and tell you of the amount and date by which this must be paid.

If you do not pay a deposit we have asked you to pay by the date required, we may Close Out the Forward Contract.

You may ask us to bring forward (pre-deliver) the Maturity Date or to extend (roll over) the Maturity Date in relation to the whole or only part of your Forward Contract. This is entirely at our discretion. If we agree, you acknowledge that the rate may be adjusted to account for the timing of the new Maturity Date.

#### 10. Further details for limit orders

"Limit Orders" are an instruction to enter into a Spot or Forward Contract at a rate you have nominated ("Target Rate"). You may give us instructions for a Limit Order by telephone, or if we agree this with you, through our Secure Websites, or by email.

Subject to your right to cancel the Limit Order set out below, the Limit Order will become binding as and from the time that we process your instructions. After we process your Instructions, we will send you an email headed "Order Confirmation". You must tell us if there are any errors in the Order Confirmation within 24 hours of receipt otherwise we will treat the Order Confirmation as correct.

You may cancel a Limit Order at any time before the Target Rate is reached by giving us notice by telephone. You may not cancel a Limit Order after the Target Rate has been reached, whether or not we have notified you that the Target Rate has been reached.

We will notify you by telephone or email as soon as possible after the Target Rate has been reached. As soon as you receive our notification, you must take action to ensure that the funds reach our nominated account by the Maturity Date. If we do not receive the funds in time, we reserve our right to Close Out Limit Order.

#### 11. Payment to us

**Spot Contract Payments** - You must pay us the full amount of a Spot Contract on the day the FX transaction becomes legally binding by payment into our nominated account. If we have not received the funds by the Maturity Date, we reserve the right to Close Out the FX transaction.

**Forward Contract Payments** - You must pay us the full amount of funds that are the subject of the Forward Contract (less any deposit/s paid) and any fees that are payable before the Maturity Date by payment into our nominated account. If we have not received the funds by the Maturity Date, we

reserve the right to Close Out the FX transaction.

You must make all payments to our nominated account electronically from a bank account in your name. We do not accept cash or cheques. If you want to make the payment from someone else's account, we may require evidence that you are entitled to the funds. Please tell us if you'd like to do this so there is not a delay in your transaction.

#### 12. Closing out

We may Close Out, that is cancel, a particular FX transaction or transactions that you have with us, without notice to you:

- For any of the reasons set out in 'When we do not have to follow instructions' above, • Any information or warranty you have given us is or becomes, in our opinion, inaccurate, incorrect or misleading,
- In the event of your death or loss of mental capacity,
- In the event that bankruptcy proceedings are commenced against you or the occurrence of an Insolvency Event (as defined in paragraph 26 below),
- If you breach a material term of this Agreement or of any FX transaction, or
- If you terminate this Agreement.

When we Close Out a FX transaction, we buy back the currency that we have bought when you entered into the FX transaction at prevailing market rates. If the value of the currency you have asked us to exchange has strengthened, a loss will be incurred on the FX transaction and you will be liable to pay us the amount of that loss, together with any reasonable expenses or other costs we incur as a result.

We will not pay you any profit arising from Closing Out a FX transaction in any circumstances.

The amount of any loss realised on the Closing Out of a FX transaction is a debt payable by you and you agree that we may immediately deduct the total amount of any loss (together with any other costs) from any funds we hold for you, including any deposit you have paid to us in relation to any FX transaction and any amount held by us for payment to any recipient. If the amount we are seeking to recover exceeds the amount of any deposit or other funds held by us, you agree to pay the balance within 7 days of being notified by us of the total amount due.

You agree that we may charge you interest on any sum that remains payable to us after we Close Out a FX transaction at a rate of 2% per annum over the base rate of the Bank of England (or of such monetary authority as may replace it). Interest will accrue and will be calculated daily and be compounded monthly from the date payment was due until the date full payment is made by you.

You must notify us immediately if you become aware of any event referred to above happening or being likely to happen.

If we Close Out a FX transaction, we will send you a written statement explaining the amount of any sums that may be payable to us and the amount of any sums being withheld by us.

#### PAYMENT INSTRUCTIONS

##### 13. Paying out the funds

Once the FX Service has been concluded and performed and provided that no amounts are owed to us, the Purchased Currency we are holding will be available for onward payment based on your payment instructions either to return the funds to you or pay them on to someone else.

All payments must be received by us in cleared funds and for the full amount being transferred, including any fees that may be payable, before we will pay out the funds. In the event that we agree to make a payment for you without having received the full amount, we may still ask you for the full amount after the transaction has been processed.

It is your responsibility to ensure that accurate and complete payment instructions for the recipient of the payment are provided to us on or before the Maturity Date, or for Spot Contracts, the date we receive cleared funds if earlier. You must provide us with full details of your recipient account, including the account number (which we rely on to make the payment), their full name and address and the full name and address of the Recipient bank. If you fail to do so, we reserve the right to Close Out the FX transaction.

We will pay your funds by electronic means only.

We will not pay to you any interest on any funds held by us whether by way of deposit or otherwise.

If you ask us to pay the funds to you: You acknowledge and agree that we do not hold your funds on trust and will not put your funds into a separate bank account.

If you ask us to pay the funds to someone else: Once the FX Service has been concluded, we will segregate and safeguard the funds for onward payment ('relevant funds') in a separate bank account in accordance with the Payment Services Regulations. This means in the event of our insolvency, you have priority over relevant funds and no creditor should be able to claim relevant funds held in this account.

Funds held prior to the FX Service being concluded, for example, deposits, are not considered relevant funds and will not be segregated or safeguarded.

#### 14. Giving us payment instructions

You or an Authorised User can give us payment instructions and consent to a payment confirming the payment to the recipient in our Secure Websites, verbally by telephone, or by email where we agree. This may be using the security procedures provided to you.

We rely solely on the account number you give us for your recipient account and will not check to ensure that the name provided by you accords with the account number you have given us.

#### 15. Execution times

Once we have completed the FX Service, provided this has occurred before our cut-off time, we will treat the payment instruction as being for the same day. The exception to this, is where you have asked us to make the payment on a future date, in which case we will start processing your payment instruction on that date as long as it is a Business Day, or the next Business Day if it isn't.

The cut-off time that applies depends on where you have asked us to send the money to. You can find our cut-off times on our website or you can ask us for them.

A payment instruction cannot generally be withdrawn or changed once you have given it to us. In exceptional circumstances, we may agree to change an instruction after it has been received.

We will notify you once we have made the payment which will include a reference, amount of the payment in currency used, any charges and the date the order was received. This information is also available on our Secure Websites. If you decide to turn off e-mail notifications, it is your responsibility to check these regularly and print or save a copy of this information for your records.

#### 16. How long the payment takes

The time it takes to reach the recipient's bank depends on the currency of the payment and where your recipient's account is located. For this paragraph, a Business Day will not include any public holidays in the country of the recipient's account.

Type of payment: How long it takes after we process your payment instruction Payment in r euros to an account in the UK or the European Economic Area ('EEA'): By the end of the next Business Day

All other payments in EEA currencies to accounts in the EEA: No later than four Business Days after Payments to accounts outside the EEA or payments in non-EEA currencies: This varies. You can ask us when we expect the recipient's bank to receive the payment

## OTHER TERMS

### 17. If something goes wrong

If you believe there has been a mistake or unauthorised payment, you must tell us as soon as possible, and in any event within 13 months of the date we sent the funds to your recipient. If you do not do so, we will not be liable to you for any loss. You should check deal confirmations and other information we provide you and contact us straight away if there is anything you are unsure of.

### 18. Mistaken or incorrectly executed payments

If you make a mistake (for example, you give us the wrong account details) and your funds are sent to the wrong account as the result, we will not be liable to you for any loss but we will make reasonable efforts to trace your money. Whether the funds can be recovered will depend on the local law that applies. However, if the payment was to an account in the EEA, you can ask us in writing for any relevant information we have to help you reclaim payment of the funds.

If we make a mistake and your funds are sent to the wrong account or incorrectly executed, then we will refund you and put you in the position you would have been in if the mistake hadn't happened. We

will not be liable to you if the recipient bank received the funds and made the error. If it is a Payment Service and the payment was delayed, we will put you or the person receiving the funds in the position you or they would have been in if it had arrived within the correct time.

You agree you will take reasonable steps to assist us to recover any such funds if the mistaken recipient is related to you or associated with you in some way.

### 19. Unauthorised payments

If there has been an unauthorised payment, we will refund you by the end of the next Business Day after you tell us unless:

- We reasonably believe you have acted fraudulently, or
  - You have (with intent or gross negligence) failed to take care of your security procedures or failed to notify us without undue delay after becoming aware of the loss, theft or unauthorised use of your security procedures,
- where you will be liable for all losses.

Once you have notified us of the loss, theft, or misappropriation of your security procedures, in accordance with Clause 6 above, you will not be liable for any losses incurred in respect of any Payment Services, unless you have acted fraudulently.

If we investigate further and find that you had authorised the payment, you will need to return any refund we gave you.

### 20. Loss that you want to claim from us

If you have a loss or damage because of something we have done or failed to do, you may be able to claim back the loss from us. However, we will not be liable to you:

- For indirect losses, loss of business, loss of opportunity or loss of profit,
- Where you have acted fraudulently or with gross negligence,
- Where you are in breach of this Agreement,
- Where we have acted consistently with our obligations under this Agreement, • Where we could not have predicted your loss when you gave us the instruction, or • For any failure or delay on our part where this was due to unavoidable, abnormal and unforeseen circumstances beyond our control, or such failure arose as a result of applicable laws and regulations.



These exceptions will not apply if we acted fraudulently, with gross negligence or we are at fault and the law doesn't allow us to exclude or limit liability.

#### 21. Duration and termination of this Agreement

This Agreement will remain in force until terminated by you or us.

You may terminate this Agreement at any time without charge by notifying us in writing or telling us (we may ask you to confirm this in writing).

We may terminate this Agreement at any time by giving you two calendar months' notice in writing. We may also terminate this Agreement immediately or on less notice, if we reasonably believe:

- You have seriously or repeatedly broken the terms of this Agreement,
- You give us false information,
- You are no longer eligible for a service,
- A service you have requested is connected to fraud, money laundering, terrorist financing, tax evasion, or other criminal activity,
- It would mean we may otherwise break the law, regulation, code, or other duty that applies to us or may expose us to claims by third parties,
- You threaten or are abusive to our staff,
- You have not used a service in 24 months,
- It could otherwise expose us or another GatewayCapitalCG Group Company (as defined in paragraph 26) to legal or regulatory action, or
- You become bankrupt or insolvent or appear to be subject to an Insolvency Event.

You must still complete any outstanding FX transactions and payment instructions.

#### 22. Warranties and indemnities

You agree that the following statements are true and accurate, and you acknowledge that we may refuse to process, or Close Out, any or all FX transactions, if we find at any stage that they are not true and accurate:

- You are over the age of 18,
- You have full authority to enter into this Agreement and services under it;
- You are the beneficial owner of the money being transferred;
- You are not acting on behalf of another person unless you inform us that you are acting as: a sole proprietor; a corporate partner of a partnership or trustee of a trust; and
- You have a valid reason for entering into each transaction and will not enter into any FX transaction for speculative purposes;

If you are acting as a trustee of a trust, this Agreement binds you in your personal capacity and in your capacity as trustee of the trust,

You agree to pay us any costs, expenses or fees we may reasonably incur as a result of your failure to perform your obligations under this Agreement. This includes any legal costs, on a solicitor and own client basis, that we may incur in order to enforce our rights or recover any amounts you owe us. You also agree to pay us any fees, costs, duties and taxes validly charged by third parties in relation to the services you enter into, including fees charged by your recipient bank.

#### 23. Our contact details

Our head office is 29 Bd Grande-Duchesse Charlotte, 1331 Belair Luxembourg

- Send us an email at [support@gatewaycapitalcg.com](mailto:support@gatewaycapitalcg.com)

This Agreement and all other documents we make available to you are written and available only in English and we will only communicate with you in English.

#### 24. Complaints and disputes

If you are not satisfied with any aspect of our service, please contact us in any of the ways set out

in the 'Our contact details' section above.

#### 25. Governing law

This Agreement shall be interpreted in accordance with the laws St. Vincent and the Grenadines. If you are using our services for personal purposes within the EEA, the parties may bring a claim in the jurisdiction you are resident in. Otherwise, both parties submit to the exclusive jurisdiction of the courts of St. Vincent and the Grenadines, except for an action for injunctive relief, which may be brought in any appropriate jurisdiction.

#### 26. Some definitions

“Group Companies” means any of our parent, affiliated or subsidiary companies and any other company lawfully acting under the HigTechNordPro Limited or brand GatewayCapitalCG or other Group trading name.

“Insolvency Event” means:

- a meeting has been convened, resolution proposed, petition presented or order made for winding up
- a receiver, receiver and manager, provisional liquidator, liquidator or other officer of the court has been appointed in relation to the company over all or any asset the company,
- a mortgagee or charge has taken, attempted or indicated an intention to exercise its rights under any security under which the company is the mortgage or charger,
- the company has become insolvent,
- the company has stopped paying its debts as and when they fall due, or
- the company is subject to voluntary administration.

HigTechNordPro Limited and GatewayCapitalCG means us and/or any of our Group Companies.

HigTechNordPro Limited is: registered in HigTechNordPro Limited, a Registered Company at

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Business Centre, 239 Kingstown, St Vincent and the Grenadines, with Registration 26398 BC 2021