

# Account Agreement

## Terms and conditions



T E M P U S

These terms and conditions were last updated on December 08, 2015.

### PREAMBLE

This is Tempus's commercial and consumer foreign exchange account agreement (this 'Agreement'), which will govern any contract the Client enters into with Tempus for a foreign exchange transaction. While this Agreement governs the terms of transactions and contracts which Tempus enters into with the Client, it does not impose any obligation on Tempus to enter into any transaction with the Client.

For the Client's own benefit and protection the Client should read the Application Form and these terms and conditions carefully before completing, signing and returning the Application Form, as the Client's signature confirms that the Client has read and accepted everything in these duly completed documents. If the Client does not understand anything in the Application Form or these terms and conditions, please ask for more information or consult a legal adviser.

Tempus has contracted with Moneycorp to provide specific processing, back office and support services in an effort to provide customers with improved services. All accounts covered by these terms and conditions are the responsibility of Tempus.

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, the following terms shall have the following meanings:

**'Access Codes'** means one or more unique security codes which Tempus, or a third party authorized by Tempus, may issue to the Client to gain access to the System including a user name and password.

**'Account'** means the Client's currency account or client funds allocated to the Client as part of the System.

**'Agreement'** means the Application Form and these terms and conditions (each as amended from time to time).

**'Application Form'** means Tempus's standard application form for personal or business clients, as applicable, which, once duly completed by the Client and accepted by Tempus, forms part of this Agreement.

**'Authorized Person'**, applicable to Business Clients only, means a person authorized by the Client to conduct business for or on behalf of the Client including submitting an Order.

**'Business Clients'** means a Client acting in connection with their business and not in a personal capacity.

**'Business Day'** means Monday to Friday excluding bank and public holidays.

**'Client'** means the person or entity entering into the Agreement with Tempus.

**'Contract'** means an Order, once accepted by Tempus, including but not limited to an 'Offline Contract' or a System Contract as applicable.

**'Counterparty'** means the bank or financial institution with whom Tempus enters into a matching contract back-to-back with Tempus's Contract with the Client.

**'Exotic'** means such currency pairs whose exchange rates are determined by Tempus from time to time to be volatile.

**'Force Majeure Event'** means an event which is beyond the reasonable control of an affected party or the reasonable control of its suppliers and contractors including without limit any Market Disruption, acts or restraints of government(s) or public authorities, war, derelict weapons of war, nuclear, radioactive, biological, chemical, biochemical or electromagnetic weapons or contamination, revolution, strikes, lock-outs or other forms of industrial action, fire, flood, natural disaster, explosion, unavoidable accidents, terrorist action, failure of a utility service or transport network, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications, settlement or other equipment or systems.

**'Joint Account'**, applicable to Personal Clients only, has the meaning given in clause 16.

**'License'** means a revocable, non-exclusive, non-transferable license to access the System, which is not sub-licensable.

**'Limit Order'** means an Order where the Client asks Tempus to buy or sell foreign currency when the foreign exchange rate reaches an agreed level.

**'Loss'** means any loss (including loss of profit), tax, cost, expense (including without limit legal expenses incurred in recovering any money due to Tempus), damage or liability (howsoever arising and whether actual or contingent, joint or several, present or future) that Tempus may incur on the Client's behalf with a third party in connection with an Order or otherwise as a result of or in connection with the Client's default or the Client's failure to comply with the terms of this Agreement (including, without limit, the Client's failure to fulfil the Client's obligations under a Contract) or any other contract or agreement Tempus has with the Client provided that the same are not a direct result of Tempus's willful default or fraud.

**'Manifest Error'** means a manifest or obvious misquote by Tempus based on a published price source on which Tempus has relied in connection with any Transaction, having regard to the current market conditions at the time an Order is placed, as determined by Tempus.

**'Margin'** means, in relation to a Contract, advance payment of such an amount as Tempus may determine at its absolute discretion in accordance with the provisions of clause 6 of this Agreement. This is to provide Tempus with security in respect of the risk Tempus incurs on the Client's Contract prior to the Client making full payment.

**'Market Disruption'** means any circumstance in which Tempus reasonably believes the relevant market or exchange relating to a Contract, Tempus's matching contract with Tempus's Counterparty or any relevant foreign exchange related product is suspended, closed, materially impaired or cannot be relied upon.

**'Money Laundering Requirements'** means the US laws and regulations for the prevention of money laundering, terrorist financing and the provision of financial and other services.

**'Moneycorp'** means TTT Moneycorp Limited, a company incorporated in England under company number 738837, and its affiliate companies including, without limit, Moneycorp Inc.

**'Non-speculative Purpose'** has the meaning given in clause 2.2.

**'Offline Contract'** has the meaning given in clause 4.1.

**'Offline Order'** has the meaning given in clause 4.1.

**'Order'** means a request to enter into a Contract including a System Order, an Offline Order, a Limit Order and a Stop Loss Order.

**'Party'** means either Tempus or the Client as relevant and 'Parties' shall be construed accordingly.

**'Personal Clients'** means Clients who are not Business Clients.

**'Reduced Market Value'** means the monetary amount by which the Client's purchased currency has fallen in value in the foreign exchange markets against the Client's sold currency since the Contract date.

**'Services'** means the services provided under this Agreement.

**'Settlement'** means any amount, including the cost of currency purchased as well as any fees and charges the Client may owe, or is otherwise required to transfer to Tempus under this Agreement.

**'Stop Loss Order'** means an Order where the Client asks Tempus to buy or sell foreign currency when the foreign exchange rate falls to an agreed level.

**'System'** means the online foreign exchange and payments system used by Tempus from time to time.

**'System Contract'** has the meaning given in clause 4.3.

**'System Order'** has the meaning given in clause 4.3.

**'Tempus'** means Tempus, Inc. - a company incorporated in Washington, D.C. whose registered office is 1201 New York Avenue, NWSuite 300 Washington, DC 20005.

**'Transaction'** means a foreign exchange transaction or an electronic transfer of a specified size and for a specified Value Date.

**'U.S. dollars'** means the lawful currency of the United States of America from time to time.

**'Value Date'** means the date when a Contract matures and the foreign currency or U.S. dollars the Client buys is ready for delivery or transfer.

**'Website'** means www.tempus-us.com

**'Writing'** or **'Written'** includes, unless the contrary is expressed, by email.

1.2 References to any law, statute or statutory provision shall include any subordinate legislation made from time to time and any such reference to a law, statute, statutory provision or subordinated legislation is a reference to it as it is amended, restated or in force from time to time. All such references are to US law, statute or statutory provision unless otherwise stated.

1.3 Words in the singular shall where appropriate include the plural and vice versa.

1.4 References to one gender or the neuter are to any gender.

1.5 Any headings used in this Agreement are for ease of reference only and should not be used in the interpretation or construction of this Agreement.

### 2. TEMPUS' SERVICES TO THE CLIENT

2.1 After the Client has submitted a duly completed Application Form in which the Client confirms that the Client has read and understood this Agreement, and Tempus has been able to verify the Client's identity and is satisfied that the Client has a Non-speculative Purpose for requiring a Transaction, Tempus will notify the Client if Tempus accepts the Client (at Tempus's absolute discretion) as a client.

2.2 Tempus buys and sells currency for Non-speculative Purposes. This means that Tempus will not trade with the Client, if the Client is seeking to enter into a foreign exchange transaction as an investment or to profit by pure speculation on foreign exchange movements without having a genuine non-speculative reason for entering into a foreign exchange transaction, such as (without limit) the Client is buying a property, goods or services abroad or the Client is a government-regulated provider of foreign exchange or financial services (a **'Non-speculative Purpose'**).

2.3 While Tempus may provide the Client with information about foreign exchange markets and related matters, Tempus does not provide advice. Any decision the Client makes to enter into a Transaction is made on the Client's judgement alone. It is the Client's responsibility to familiarize itself with the foreign exchange products or services the Client is buying and Tempus will assume that the Client has done so.

2.4 Except where Tempus has specifically agreed otherwise in Writing, nothing in this Agreement shall give rise to any, trustee, agency, joint venture or partnership relationship between any Tempus Group Company on the one hand and the Client on the other.

2.5 Tempus may enter into Transactions with the Client by telephone, by email, by the System or any such means as Tempus may agree with the Client from time to time.

2.6 Tempus may accept and act upon instructions Tempus reasonably believes in good faith to be from the Client or, if applicable, an Authorized Person without the need to make any further enquiry, whether or not those instructions are actually from the Client. Where Tempus reasonably believes it needs to make enquiry of the Client in respect of an instruction, Tempus will not be responsible for any delay in making payment where it is unable to contact the Client after making reasonable efforts to do so.

2.7 All Transactions that Tempus enters into with or for the Client will be on the basis of the terms and conditions contained in this Agreement and such other related agreements or addenda as Tempus may enter into with the Client or amend from time to time.

### 3. USING THE SYSTEM

3.1 Depending on the rights granted to the Client, the System may be used to buy and/or sell currency or to obtain quotations for currency exchange rates or to effect currency transfers subject to any restrictions or limitations imposed by Tempus.

3.2 Tempus grants to the Client the License in consideration of the Client agreeing to be bound by this Agreement and restating the Client's agreement each time the Client accesses the System.

3.3 Tempus may suspend or terminate the License at any time by giving written notice.

3.4 Termination of the License will not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or the continuance in force of any other provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after that termination.

3.5 Unless Tempus agrees otherwise, the Client may request a refund of funds held in the Client's Accounts by notice to Tempus in Writing. Upon such a request or upon termination of the License, Tempus shall remit available funds to the Client in such a manner as Tempus deems appropriate in accordance with the Money Laundering Requirements or any other relevant laws or regulations and subject to clause 13.

3.6 All intellectual property rights in the System will remain vested in Tempus or the third parties that licensed them to Tempus. This includes copyright in the Website. The Client is not permitted to reproduce any parts of the Website, create any derivative works or incorporate the Website into any other websites, electronic retrieval systems, publications or otherwise. However, as part of the License and subject to clause 3.8, the Client is permitted to download or print single copies of web pages for the Client's own internal record-keeping purposes, provided the Client complies with all instructions given by Tempus whether on the Website or otherwise.

3.7 The Client shall not recreate or copy, modify, reproduce or distribute the System or create derivative works from it or permit its reverse engineering, disassembly, de-compilation or otherwise attempt to ascertain the source code or internal workings of the System.

3.8 Tempus does not warrant the availability of the System at any time and Tempus reserves the right to restrict or terminate the Client's access to it or change the configuration or functionality of the System at any time.

3.9 Tempus does not warrant the performance of the System or the correctness, accuracy or completeness of any information that the Client receives via the System and the Client's reliance on it is entirely at the Client's own risk.

3.10 Tempus accepts no liability for any losses caused by the System's unavailability.

3.11 The Client warrants that the Client will only use the System, according to the rights granted to the Client, to obtain quotations or to buy and/or sell currency or to transfer currency for legal purposes as principal on the Client's own behalf and, if the Client is a Business Client, in the ordinary course of the Client's business.

3.12 The Client must not use or attempt to use the System except for its intended purpose in accordance with Tempus's instructions.

3.13 The Access Code(s) will be issued by email and/or SMS to the email address(es) and/or mobile telephone number(s) provided to Tempus in this Agreement.

3.14 The Client must keep the Access Code(s) confidential and secure and must not disclose the Access Code(s) to anyone. The Client should not write down the Client's Access Code(s) and the Client should employ appropriate security software to protect them once entered into the Client's computer. The Client should ensure that the Client logs out and closes the Client's internet browser after using the System.

3.15 Should the Client become aware of or suspect that an unauthorized person or third party has knowledge of or access to the Client's Access Code(s), the Client must inform Tempus immediately.

3.16 The Client must ensure that all the data, messages and code that the Client provides to Tempus by any electronic means do not contain any computer viruses, destructive programs or other devices likely to cause harm to the System.

3.17 The Client warrants that the Client will comply with all applicable laws, rules and regulations issued by relevant authorities or industry bodies in relation to the Client's use of the System.

### 4. MAKING A CONTRACT TO CONVERT THE CLIENT'S CURRENCY

4.1 The Client or, if applicable, an Authorized Person may telephone (or email) Tempus during Tempus's business hours to request a quotation for a Transaction. On receipt of the Client's request, Tempus may (at its absolute discretion) provide the Client with any relevant non-binding foreign exchange rate quotations and details of charges. The Client or, if applicable, an Authorized Person may then use such quotation to place an Order with Tempus for the Transaction (an **'Offline Order'**). Tempus may (at its absolute discretion) accept or reject the Client's Order in whole or part. If Tempus accepts the Client's Order,

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the Client cannot (subject to clause 4.4) cancel, rescind or amend it without Tempus's express Written consent and (subject to Manifest Error and clause 4.4) a binding contract will be created between Tempus and the Client to buy or sell the relevant foreign currency in the relevant amount at the quoted foreign exchange rate for the relevant Value Date on and subject to the legal terms and conditions of this Agreement (an 'Offline Contract').

**4.2**Tempus will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards the Client but the fact that the Client may have entered into, or refrained from entering into, a corresponding financial commitment, contract or transaction in reliance on a Contract placed with Tempus (or that the Client has suffered or may suffer any loss) will not be taken into account by Tempus in determining whether there has been a Manifest Error.

**4.3**The Client or, if applicable, an Authorized Person may, depending on the rights granted to the Client within the System, obtain non-binding quotations for Transactions from the System. Using such quotation(s) the Client or, if applicable, an Authorized Person may, during the hours stipulated on the System, submit an Order for the relevant foreign exchange transaction or electronic payment (a 'System Order'). Once the Client's Order is Accepted by the System the Client cannot (subject to clause 4.4) cancel, rescind or amend it without Tempus's express Written consent and (subject to Manifest Error and clause 4.4) a binding contract will be created between Tempus and the Client to buy or sell the relevant foreign currency, in the relevant amount, at the quoted foreign exchange rate and/or to make an electronic transfer for the relevant Value Date on and subject to the legal terms and conditions of this Agreement (a 'System Contract'). For the purposes of this clause, a deal is 'Accepted by the System' upon the deal appearing as 'confirmed' on the confirmation screen.

**4.4**Where Tempus accepts an Order which is a Limit Order or Stop Loss Order, while Tempus shall endeavor to achieve an agreed foreign exchange rate, Tempus does not guarantee that Tempus will do so. The Client also acknowledges that Tempus has to add a mark-up or mark-down on the foreign exchange rate Tempus can obtain from Tempus's Counterparty to achieve the foreign exchange rate Tempus has agreed with the Client. The Client may cancel or amend a Limit Order or Stop Loss Order at any time up until the time at which the earlier of the following occurs: (i) Tempus informs the Client that the agreed foreign exchange rate is achieved; or (ii) Tempus incurs a liability (including, without limit, to Tempus's Counterparty) on the Client's behalf in relation to such Order; this is known as 'Good Till Cancelled', after which time a Contract will exist unless agreed otherwise. Where Tempus agrees to notify the Client when a foreign exchange rate becomes available but where the Client does not place a Limit or Stop Loss Order, Tempus will endeavor but does not guarantee to do so.

**4.5**In respect of Offline Contracts, Tempus will use reasonable endeavors (but will not be obliged) to send the Client a transfer instruction form and summary of the Contract, within one Business Day of the date of the Offline Contract. The Client should return the duly completed and signed transfer instruction form to Tempus by email, fax or post as soon as possible and in any event the Client must ensure that it is received by Tempus before the relevant Value Date. If the Client does not receive the transfer instruction form or the Contract summary, this does not invalidate the Client's Contract and the Client should contact Tempus to provide Tempus with payment instruction details before the Value Date. The Client will be liable for the instructions the Client gives Tempus even if the Client gives them verbally. The Client must keep the transfer instruction form confidential and secure. Should the Client become aware of or suspect that the Client's transfer instruction form has been lost or stolen or any of the information contained within it has been disclosed to a third party, the Client must inform Tempus immediately.

**4.6**Where the Client or, if applicable, an Authorized Person telephones Tempus to ask Tempus to make a System Contract on the Client's behalf, clause 4.1 will replace clause 4.3 as the relevant clause in relation to the formation of the Contract. The Contract will otherwise be regarded as a System Contract.

**4.7**Tempus will act as principal in relation to any Contracts and/or Transactions and Tempus will not act as the Client's agent or otherwise act on the Client's behalf in relation to any Contracts and/or Transactions unless Tempus informs the Client that Tempus is dealing with the Client as agent generally or with respect to any Contracts, Transaction or class of Transactions. Rather, Tempus provides the Client with price quotes and the Client may place Orders on the basis of those price quotes. The Client will enter into Contracts as principal unless otherwise agreed in Writing by Tempus.

## 5. INFORMATION

**5.1**Except where Tempus has specifically agreed otherwise in Writing, any information including any graphs, charts or market news Tempus supplies to the Client, is believed, to the best of Tempus's knowledge and belief, at the time it is given, to be accurate and reliable. Neither Tempus nor any third party which provides information to Tempus:

(i) gives any warranty as to the accuracy, completeness or timeliness of any information Tempus makes available to the Client, or (ii) has any liability whatsoever for any error or inaccuracy in such information. The information Tempus supplies does not constitute an assurance or guarantee as to the expected outcome of any Contract. Market conditions and prices may change between Tempus supplying the Client with information and the time the Client decides to enter into any Contract.

**5.2**Any information Tempus provides to the Client is confidential and solely for the Client's use. Information remains the property of Tempus or any third party which provides information to Tempus and must be returned on request. It may not be reproduced or redistributed without Tempus's explicit Written permission. No information provided by Tempus under or in connection with this Agreement or any Contract should be construed as legal or tax advice and should not be relied on as the sole source upon which to base an investment decision.

## 6. THE CLIENT'S MONEY AND MARGINS FOR CONTRACTS

**6.1**Tempus may at its absolute discretion, require the Client to provide Tempus with a 10% Margin for any Contract at any time before or after Tempus agrees to enter into such Contract.

**6.2**In addition, where Tempus, at its absolute discretion, determines that Tempus's risk in relation to any Contract(s) increases, to an extent where the value of the Margin held less the Reduced Market Value of the Client's Contract(s) is equal to or less than 2% of the Contract(s) amount, Tempus may require the Client to provide a Margin or increase the size of the Margin held (additional Margin) so that the value of the Margin less the Reduced Market Value of the Contract(s) is equal to 10% of the value of the Contract(s) amount.

**6.3**In relation to clause 6.2, where the Client has provided additional Margin(s) (including where additional Margin has been returned to the Client in accordance with the provisions of this Agreement) the Client may be required to provide further additional Margin(s) on any further movement(s) in the value of the Client's Contract(s) as Tempus determines in accordance with the provisions of clause 6.2.

**6.4**Subsequently to the receipt by Tempus of additional Margin, Tempus will return such additional Margin to the Client should the value of the total Margin held less the Reduced Market Value of the Client's Contract(s) be equal to or greater than 11% of the Contract(s) amount. Tempus will only make such additional Margin returns in respect of whole 1% increments above the 10% Margin requirement detailed in clause 6.2.

**6.5**The Client agrees that, save where Tempus determines at Tempus's absolute discretion that Tempus has made an error, the Client will accept Tempus's determination of Tempus's risk.

## 6.6 Margin Payment

**6.6.1** If Tempus requires the Client to provide initial or additional Margin to Tempus in accordance with clauses 6.1 to 6.5, the Client must do so in immediately accessible funds by 17:00 US time on the third Business Day after the day on which Tempus gives notification of the initial or additional Margin requirement except for Transactions with a value of \$500,000 or more where shorter time frames will apply as notified to the Client by

Tempus in advance of entering in to the Contract.

**6.7**Without limiting the fact that the Margin shall be treated as an advance payment for the Client's Contracts, the Client hereby charges to Tempus, by way of first fixed charge as a continuing security for the payment and discharge of any Loss, all the Client's rights, title and any interest in and to the Margin and all interest from time to time accrued on the Margin.

**6.8**The Client shall not, without Tempus's prior Written consent, assign, mortgage, charge or otherwise dispose of, create a security interest in respect of or deal with the Client's right, title or interest in the Margin.

**6.9**Where the Client asks Tempus to 'roll' a Contract (meaning provide the Client with a Value Date later than that originally agreed) or draw down all or part of a Contract before the Value Date, Tempus may at its absolute discretion agree to such a request subject to such conditions as Tempus may at its absolute discretion impose (including, without limit, the Client providing a Margin or an additional Margin).

**6.10**Tempus will account for all monies received from the Client in a separate account on its books designating those funds as belonging to the Client until such time as Tempus incurs any Losses in connection with or arising out of any of the Client's outstanding Contracts, in which case that money, or a relevant proportion of it equal to Tempus's Losses, will automatically become Tempus's. Tempus will not be obliged to pay the Client interest on such money received from the Client.

## 7. PAYMENT

### 7.1 Offline Contracts

**7.1.1**After Tempus has received cleared funds from the Client for the Settlement of an Offline Contract (including any balance payable for an Offline Contract in respect of which the Client has paid a Margin), the currency the Client has bought will be sent by electronic transfer to the destination the Client specifies. It will be the Client's responsibility to ensure that Tempus is provided with payment instructions in good time before the Value Date. Tempus will make every effort to effect the Client's payment at the time the Client specifies but Tempus does not guarantee the timing of any such payment.

### 7.2 System Contracts

**7.2.1**Provided the Client has sufficient funds in the Account, or if the Client does not have sufficient funds or the Client does not have an Account, after Tempus has received cleared funds from the Client for the Settlement of a Contract (including any balance payable for a Contract in respect of which the Client has paid a Margin), the currency the Client has bought will be sent by electronic transfer to the destination the Client specifies. It will be the Client's responsibility to ensure that Tempus is provided with payment instructions in good time before the Value Date. Tempus will make every effort to effect the Client's payment at the time the Client specifies, but Tempus does not guarantee the timing of any such payment.

### 7.3 General terms

**7.3.1**The Client agrees to send Tempus full payment before any date specified on the relevant Contract summary and, in any event, before the Value Date. It is the Client's responsibility to make such payment to Tempus and the Client's responsibility to ensure that the Client is able to make payment before entering into a Contract or placing an Order. Cut-off times vary depending upon the currency purchased (including, for the purposes of this sub-clause, US Dollars), therefore, the Client should contact Tempus to inquire about cut-off times, which are otherwise displayed on the System. If the Client fails to make payment before the Value Date, Moneycorp may take such action as it deems reasonably necessary including without limit extending the Value Date of the Contract.

**7.3.2**Upon the Client's request, Tempus will provide the Client with a document confirming the details of any previous electronic payment(s) made by Tempus pursuant to a Contract by post, email or fax. In respect of Transactions which have been completed, Tempus may charge a \$10 administration fee for each request.

**7.3.3**Except where Tempus has specifically agreed otherwise in Writing, all monies owed to Tempus under this clause, should be paid in US Dollars, or any other currency specified by Tempus, by electronic transfer. **Under no circumstances will cash payments be accepted.**

**7.3.4**The Client agrees to notify Tempus immediately (either verbally or in Writing) if it comes to the Client's knowledge that an unauthorized or incorrect transfer has been made by Tempus and, at the latest, within 60 days of the date of the payment.

**7.3.5**Failure to comply with the time limit specified in clause 7.3.4 means that the Client will be deemed to have waived any right to make a claim against Tempus in respect of any unauthorized or incorrect payment.

**7.3.6**Should the Client wish to cancel a Settlement instruction, the Client must notify Tempus and Tempus must expressly confirm the Client's notice of cancellation no later than the end of the Business Day prior to the date payment was due to be made. For the purposes of this sub-clause only, 'Business Day' shall be deemed to end at 4:30pm (US Time EST).

### 8. TAXES

The Client is responsible for all taxes (US or foreign) that may arise as a result of or in connection with a Transaction, whether under current or changed law or practice. Tempus shall have no responsibility for any of the Client's tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying the Client of a change in tax law or practice.

## 9. COSTS AND EXPENSES

**9.1**Tempus does not charge any commission. Tempus may charge a mark-up or mark-down (the difference between the price which Tempus agrees with Tempus's Counterparty and the Transaction execution price quoted to the Client).

**9.2**Tempus will charge the Client for any transfer fees, taxes or other reasonable out-of-pocket costs or expenses (including without limitation a handling charge if Tempus accepts, at Tempus's discretion, card payments) that Tempus may incur in connection with the Transaction ('Expenses'). Tempus may deduct Tempus's Expenses from any Margin or money Tempus is transferring or holding for the Client. If Expenses are expressed in different currencies to the Margin or money Tempus is transferring, Tempus may convert the money to be deducted at a rate of exchange which Tempus determines to be reasonable for the purpose of making the deduction. If the Client pays using a payment card the Client may incur a charge from the card provider.

**9.3**For the Client's information, the payee, which may be the Client, of any electronic transfer Tempus makes on the Client's instruction, may incur a charge from the payee bank. This charge is not imposed by Tempus and the Client should contact the payee bank to find out whether or not such a charge will be made on any transfer.

**9.4**For the avoidance of doubt, the Client agrees that Tempus will not be liable to refund to the Client any such fees detailed in clauses 9.2 and 9.3.

**9.5**Tempus may share Tempus's revenue with a Tempus Group Company or third party.

## 10. TEMPUS'S OBLIGATION TO KNOW TEMPUS'S CLIENT AND DECLARATIONS AND WARRANTIES

**10.1**The Money Laundering Requirements require Tempus to implement certain due diligence procedures in relation to the identity of each client, the nature of each client's business and other details relating to Transactions (referred to as 'Customer Due Diligence' or 'Know Your Customer' ('CDD')). The Client agrees to provide Tempus with all the information Tempus requires as part of Tempus's CDD procedures. The Client agrees that Tempus may withhold any monies due to the Client until Tempus has received all requested CDD documentation.

**10.2**When Tempus does business with the Client, Tempus will be relying on the following declarations, representations and warranties and Tempus shall deem that the Client will be

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repeating them every time the Client gives Tempus an Order or enters into a Contract with Tempus:

- 10.2.1** the Client is acting on its own behalf, for a Non-speculative Purpose;
- 10.2.2** the foreign currency or U.S. dollars that the Client wishes to sell is legally and beneficially the Client's and has not been obtained by any illegal means;
- 10.2.3** all information that the Client has provided to Tempus is accurate and not misleading and the Client has not withheld any material information from Tempus;
- 10.2.4** the Client has provided Tempus with the Client's correct and up-to-date contact details;
- 10.2.5** the Client has and will maintain in effect all necessary consents, authorizations and approvals to enter into a Contract;
- 10.2.6** if the Client is a Business Client, the person or the persons entering into each Transaction on the Client's behalf has or have been and remain duly authorized to do so;
- 10.2.7** by giving Tempus an Order or entering into a Contract the Client is not and will not be in breach of any law or regulation in any relevant jurisdiction;
- 10.2.8** the Client is making the Client's own decisions about entering into a Contract and the Client is not relying on any communications from Tempus (Written or verbal) as investment advice or as a recommendation to enter into a Contract, it being understood that information and explanations related to the Contract shall not be considered investment advice or a recommendation to enter into the Contract;
- 10.2.9** (i) the Client has not received from Tempus any assurance or guarantee as to the expected results of the Contract; (ii) the Client is capable of evaluating and understanding (on the Client's own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of a Contract; and (iii) Tempus is not acting as a fiduciary or an adviser for the Client in respect of a Contract.
- 10.2.10** the Client has reached the Client's own conclusions about the Contract and any legal, regulatory, tax, accounting or economic consequences arising from the Contract, and has concluded that the Contract is suitable in light of the Client's own investment objectives, financial capabilities and expertise;
- 10.2.11** the Client is not an undischarged bankrupt (or, where relevant, insolvent) and will not be rendered an undischarged bankrupt (or, where relevant, insolvent) by entering into and making any payments in connection with a Contract;
- 10.2.12** the Client is not a politically exposed person (as defined in the Money Laundering Requirements) or if the Client is or the Client becomes so the Client will notify Tempus immediately.
- 10.3.1** Entities Who May Receive Your Information – Tempus or its contracted service providers may share or disclose the Client's personal information as follows: as set forth in our U.S. Consumer Privacy Notice; as permitted in this Agreement; to Tempus intermediary bankers and to any Governmental Authorities that normally require it or that may request it; to any other service providers, vendors, partners, agents, intermediaries or other transaction-related parties that are involved in the provision of Tempus products and services; or if Tempus determine in Tempus sole discretion that disclosure is required to comply with applicable legal obligations or to detect or prevent criminal conduct.
- 10.3.2** International Intermediaries – The Client acknowledge and agree that Tempus use international intermediaries to process Transactions on Client's behalf and that Client personal information may be sent to those overseas intermediaries in order to complete the Transaction. The Client also acknowledge and agree that Client's personal information may be transferred to, and stored and processed in, other countries.

### 11. RECORDING TELEPHONE CONVERSATIONS

Tempus may record telephone conversations and Tempus may use these recordings as evidence of Orders made, Contracts entered into, and/or in relation to disputes, as well as for Tempus's ongoing quality control and training program. Tempus may also maintain a record of all emails sent by or to Tempus. All those recordings and records will be maintained at Tempus's absolute discretion and are Tempus's property and can be used by Tempus in the case of a dispute. Tempus does not guarantee that Tempus will maintain such recordings or records or be able to make them available to the Client.

### 12. TERMINATING CONTRACTS

- 12.1** Either Party may terminate this Agreement at any time by giving the other Party no fewer than sixty (60) days' Written notice. Any notice of termination given pursuant to this clause shall be subject to any Contract which has not been settled, closed or terminated prior to the termination date specified in the Written notice of termination.
- 12.2** Tempus may terminate this Agreement or any Contract(s) with immediate effect by giving notice to the Client if:
  - 12.2.1** the Client fails to provide Tempus with material information when required or any information that the Client provides is in Tempus's reasonable determination materially incorrect or misleading; or
  - 12.2.2** the Client fails to make any payment to Tempus when due; or
  - 12.2.3** the Client fails to provide sufficient Margin or additional Margin required to be provided strictly when required under the terms of this Agreement; or
  - 12.2.4** the Client otherwise commits a material breach of this Agreement or the Contract in question (in respect of termination of that Contract) and (if such breach is remediable) fails to remedy that breach within a reasonable period of time after being notified in Writing to do so; or
  - Tempus reasonably determines that the Client will be unable to fulfil the Client's obligations under any Contract; or
  - 12.2.5** on the occurrence of a Force Majeure Event, for Tempus to continue any Contract would expose Tempus to a liability against which Tempus is not protected; or
  - 12.2.6** Tempus suspects fraud; or
  - 12.2.7** Tempus is required to do so on the instruction of any law enforcement or regulatory agency or other body with appropriate authority (in which case Tempus may retain or otherwise deal with all or any of the Client's money as Tempus is required to do so by such agency or body); or
  - 12.2.8** the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the bankruptcy law, and all associated chapters, of Title 11 U.S.C.; or
  - 12.2.9** the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client; or
  - 12.2.10** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with, the winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client; or
  - 12.2.11** an application is made to court, or an order is made, for the appointment of a trustee, or if a notice of intention to appoint an administrator trustee is given or if one is appointed, over the Client; or
  - 12.2.12** a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied, or enforced on or sued against the whole or any part of the Client's assets and such attachment or process is not discharged within fourteen (14) days; or
  - 12.2.13** the holder of a qualifying floating charge over the assets of the Client has become entitled to appoint or has appointed an administrative receiver; or
  - 12.2.14** a person becomes entitled to appoint a trustee over the assets of the Client or a receiver is appointed over the assets of the Client; or
  - 12.2.15** any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.2.9 to 12.2.15 (inclusive); or
  - 12.2.16** the Client suspends or ceases, or threatens to suspend or cease, carrying on all or

a substantial part of its business; or

- 12.2.17** the Client commits a breach of clauses 10.1 or 10.2 or if Tempus reasonably suspects the Client of a breach of clauses 10.1 or 10.2; or
- 12.2.18** the withdrawal of any government, state or federal authority approval, or the imposition of any law or regulation, means that this Agreement or any Contract is substantially unable to be performed in the manner contemplated; or
- 12.2.19** any representation, warranty or statement made or deemed to be made by the Client under this Agreement or a Contract is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and the circumstances giving rise to such fact are not remedied within seven (7) days; or
- 12.2.20** Tempus believes at its discretion that there has been a material adverse change in the Client's financial condition, business prospects or trading performance or those of any person providing any credit support in respect of the Client's obligations or any of the events set out in paragraphs 12.2.9 to 12.2.16 inclusive occurs in respect of any such person.
- 12.3** In the event of a termination under clause 12, any or all Contracts will be treated as being part of a single Contract and Tempus will net-off the gains and losses on all Contracts to determine a single net sum owing by the Client to Tempus or by Tempus to the Client (as the case may be) as a result of such netting-off.
- 12.4** Termination of this Agreement or any Contract, for whatever cause, shall be without prejudice to the rights of either Party accrued prior thereto, including without limitation any right to payment of any sum and any right to sue in respect of any antecedent breach of this Agreement or any Contract, and termination shall not affect any provision of this Agreement or Contract which, in order to give full effect to its meaning, needs to survive such termination (and all such provisions shall survive such termination to the extent necessary to give full effect to their meanings).
- 12.5** Without prejudice to Tempus's rights under clause 3.3, in the event of termination of this Agreement or any Contract, Tempus is entitled to terminate the License.

### 13. SET OFF

Tempus may at any time or times, without notice to the Client, set off any liability Tempus has to the Client against any liability (including without limit any Loss) the Client owes to Tempus or any Tempus Group Company, whether any such liability is present or future, liquidated or unliquidated, under this Agreement or not and irrespective of the currency or its denomination. If the liabilities to be set off are expressed in different currencies, Tempus may convert either liability at a rate of exchange which Tempus determines to be reasonable for the purpose of set off. Any exercise by Tempus of its rights under this clause shall be without prejudice to any other rights or remedies available to Tempus or any Tempus Group Company under this Agreement or otherwise.

### 14. TEMPUS'S LIABILITY TO THE CLIENT

- 14.1** Tempus will not be liable to the Client for the act or omission of any third party, provided that where Tempus has instructed the third party, Tempus has used reasonable skill and care in selecting the third party.
- 14.2** Without limiting clauses 2.6 and 14.1 Tempus will only be responsible for or liable to the Client for the Client's reasonably foreseeable direct loss, which is defined as any or all of the money that Tempus agrees to transfer on the Client's behalf which is lost or stolen as a direct result of Tempus's negligence, error or omission. Tempus will not be responsible for or liable to the Client for any other reasonably foreseeable direct liability, loss, damage, cost or expense that the Client may incur.
- 14.3** Tempus shall not be responsible for or liable to the Client, or any person claiming through the Client (whether in contract or for breach of a legal duty of care owed by Tempus or otherwise) for any consequential or indirect loss, damage, cost or expense of any nature whatsoever, nor for any economic loss or loss of turnover, profits, business, anticipated savings or goodwill, any damage to reputation, loss of trade, loss of bargain, or loss of opportunity (whether direct or indirect), incurred or suffered by the Client or any person claiming through the Client, in each case whether such damage was foreseen or advised to Tempus as likely to occur.
- 14.4** Tempus shall not be liable to the Client in contract, tort (including negligence) or otherwise for any loss or damage in connection with the performance or failure to perform any provisions of a Contract where and to the extent that such loss or damage arises directly or indirectly from an act or omission of the Client or its employees, agents or contractors.
- 14.5** Tempus shall not be responsible for or liable to the Client for any liability, loss, damage, cost or expense of any nature whatsoever incurred or suffered by the Client or any person claiming through the Client as a result of any Force Majeure Event.
- 14.6** Nothing in this Agreement excludes or restricts Tempus's liability in respect of: fraud or willful misconduct; death or personal injury caused by Tempus's negligence; or any other liability which cannot lawfully be excluded.
- 14.7** The Client and Tempus agree that the exclusions and limitations of liability and the resulting allocation of risk and liability contained in this Agreement and each Contract are reasonable in all the circumstances and having regard to all the relevant facts, including the nature of any Contract and the negotiated rates which take into account the allocation of risk and liability.

### 15. THE CLIENT'S LIABILITY TO TEMPUS

- 15.1** The Client will be responsible for all Losses (including, without limitation, any Losses resulting from the termination of any Contract pursuant to this Agreement) which the Client will repay to Tempus on demand by Tempus.
- 15.2** In respect of amounts due and payable to Tempus under any Contract or otherwise under this Agreement, Tempus may charge interest at 4 per cent per annum above the base rate, from time to time in force, of the central bank of the country in whose currency the amount due is owed or such other statutory or court rate as may apply from the date payment is due until the date payment is made. Amounts due under this clause may at Tempus's reasonable discretion be converted to U.S. Dollars or any other foreign currency at a rate to be reasonably determined by Tempus.

### 16. JOINT ACCOUNTS

If the Client is an individual and the Client applies jointly with one or more other persons to use Tempus's services (a 'Joint Account'), each individual named on the Application Form (each a 'Joint Account Client') is jointly and severally liable to Tempus in respect of all or any of the Client's obligations under this Agreement and Tempus could ask any one of the Clients to honor all or any of the obligations (including for the repayment of any Losses, fees, or interest payable) incurred by all or any Joint Account Clients in connection with this Agreement. Tempus may take action against, or release or compromise the liability of any Joint Account Client, or grant time or other indulgence to such Joint Account Client, without affecting the liability of any other Joint Account Client. Each Joint Account Client has authority to (without limit) give Tempus instructions of any kind including (without limit) to give Tempus an Order, request the making of transfers, enter into a Contract, receive any payments from Tempus, give or receive notices, receive account statements or demands, sign any documents or agreements and act on their own in any way related to this Agreement. Where this Agreement relates to a Joint Account 'the Client' shall mean all and any Joint Account Client.

**\*\*THE FOLLOWING DIRECT DEBIT SECTION 17 IS NOT CURRENTLY AVAILABLE TO CONSUMERS. WHEN DIRECT DEBIT CAPABILITIES ARE AVAILABLE, ALL CURRENT AND PROSPECTIVE CLIENTS WILL BE NOTIFIED.\*\***

### 17. DIRECT DEBITS

- 17.1** Clients may make Settlement by direct debit upon the agreement of both Parties. Either Party may withdraw the direct debit facility at any time without liability to the other



# Account Agreement

## Terms and conditions



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Party, subject always to the provisions of clause 7.

**17.2** Direct debit payments may, in relation to Business Clients, be initiated electronically by Authorized Persons.

**17.3** The usage of the Access Codes constitutes a security procedure that is a commercially reasonable method of protecting against unauthorized debits.

**17.4** The Client agrees to be bound by any debit instruction(s), whether authorized or not, issued in the Client's name via the System and acted upon by Tempus, and the Client agrees to be responsible for and hold Tempus harmless from and against any and all liabilities and expenses incurred by Tempus in connection with the execution of a debit instruction(s) believed by Tempus to have been issued by an Authorized Person.

**17.5** In the event that the Client elects not to use or fails to adhere to the security procedures described above, the Client shall remain liable for any debit instruction(s) issued in the Client's name, whether authorized or not, and acted upon by Tempus.

**17.6** The Client agrees that Tempus and the Client's bank are authorized to credit the Client's account from time to time in the event that credit adjustments become necessary.

**17.7** The Client authorizes Tempus to communicate with the Client's bank as necessary to effect the Services.

**17.8** By signing this Agreement, the Client irrevocably authorizes Tempus to debit the Client's account for any amounts due to Tempus under any contract (including any Contract) between the Parties (including but not limited to liabilities or costs arising from breach of contract), provided that Tempus gives the Client at least ten (10) Business Days' Written notice.

**17.9** The Client shall provide thirty (30) days prior Written notice (unless Tempus agrees to a shorter notice period) to Tempus if the Client changes the account(s) at the Client's bank(s) from which Tempus has been granted the authority to initiate direct debits.

**17.10** If as a result of an error or omission caused by Tempus, Tempus incorrectly debits the Client's bank account in an amount that exceeds the value of Settlement actually due, Tempus shall return to the Client the over-debit amount (i.e. the difference between the amount debited and the amount of Settlement actually due). The said return of funds shall be made within ten (10) Business Days of Tempus receiving Written notice of the over-debit. Return of the over-debit amount shall be the Client's sole and exclusive remedy for any such error or omission, without payment of interest.

**17.11** If as a result of an error or omission caused by Tempus, Tempus incorrectly debits the Client's bank account in an amount that is less than the value of Settlement actually due, Tempus is authorized to initiate an additional debit(s) from the Client's bank account for the additional funds owed by the Client to Tempus.

**17.12** In the event any electronic debit authorized by the Client is not honored by the Client's bank, Tempus will charge the Client and the Client agrees to pay a fee of an amount equal to the administrative costs incurred by Tempus for the collection of each rejected direct debit.

**17.13** For the avoidance of doubt, it is hereby agreed that the cancellation of any electronic debit instructions by the Client and/or any Authorized Person does not affect, in any way, any of the Client's liabilities to Tempus under this Agreement, including any liability in respect of any Settlements.

### 18. TEMPUS'S COMMITMENT TO PROTECT THE CLIENT'S PERSONAL DATA

Tempus will observe the requirements of all US based consumer privacy regulations (as amended and supplemented) in the performance of its obligations under this Agreement and will comply with any request made or direction given by the Client, which is directly due to the requirements of US privacy regulations. Tempus will only use personal data to allow Tempus to provide the Services to the Client, to assess Tempus's risks in providing those Services and to enable Tempus to enforce its rights under this Agreement if necessary. This may involve passing personal data to third-party service providers or Tempus's agents, on the understanding that they keep it confidential. Tempus may need to give its auditors, professional advisers, agents or sub-contractors access to personal data or anyone who is interested in Tempus's business by virtue of clause 19.1. Tempus may send personal data outside United States to jurisdictions which may not have an equivalent standard of data privacy laws as that in the United States. Where Tempus does this, Tempus will take appropriate steps to protect personal data. Tempus may conduct searches through credit and identity-referencing agencies and other sources of information and use scoring methods to verify the Client's identity and credit rating. A record of this process will be kept and may be used to help other companies verify the Client's identity. Information may also be passed to financial and other organizations to prevent fraud. If the Client has been referred to Tempus by a third party, Tempus may provide them (or any party to whom they assign their rights under their agreement with Tempus) with personal data relating to the Client's Contracts in which they are interested by virtue of Tempus's agreements with them. Tempus may from time to time - by telephone, email or other electronic communication, fax or post - provide the Client with information relating to other services that Tempus, or selected third parties connected with Tempus's business can offer. The Client agrees that Tempus may call upon the Client at a reasonable hour or otherwise communicate with the Client without an express invitation. The Client's attention is also drawn to Tempus's full Client privacy commitment which is available on Tempus's Website or on request from the Client's usual Tempus point of contact or Tempus's data protection officer.

### 19. ASSIGNMENT

**19.1** Tempus may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of its rights and/or obligations arising under or out of this Agreement. Tempus may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

**19.2** This Agreement and all Contracts are personal to the Client and its rights and obligations may not be transferred or assigned by the Client to anyone else, although the rights and obligations will pass to the Client's successors and permitted assigns (where relevant).

### 20. NOTICES

**20.1** Any notice or other communication, other than any Order, will be required to be given in Writing under this Agreement and shall:

**20.1.1** in the case of notices or other communications to be given by the Client to Tempus, be delivered personally, sent by pre-paid first-class post, recorded delivery or by commercial courier, fax or email to the Client's usual point of contact or for the attention of 'Director, Tempus' using the contact details provided on this Agreement;

**20.1.2** in the case of notices or other communications to be given by Tempus to the Client, be delivered personally, sent by pre-paid first-class post, recorded delivery or by commercial courier, fax or email to such address (including a fax number or an email address) as the Client may specify in the Agreement. The Client is responsible for notifying Tempus of any changes to such contact details and Tempus shall be entitled to serve notice on the Client (including the issue of legal proceedings) using the last known contact details that the Client has provided to Tempus for the purposes of this Agreement or Contract; or, in each case, as otherwise specified by the relevant Party by notice in Writing to the other Party.

**20.2** Any such notice or other communication shall be deemed to have been duly received:

**20.2.1** if delivered personally, when left at the address and for the contact referred to in this clause; or

**20.2.2** if sent in the United States by pre-paid first-class post or recorded delivery, at 9am (US Time) on the second Business Day after posting; or

**20.2.3** if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

**20.2.4** if delivered by fax or email, when a delivery confirmation or receipt is received by the delivering Party.

**20.3** For the service of any proceedings or other documents in any legal action, any statutory provisions in the relevant jurisdiction shall prevail.

### 21. GENERAL

**21.1** Any typographical, clerical or other error or omission in any documentation produced by Tempus under or in connection with this Agreement shall be subject to correction without any liability on Tempus's part.

**21.2** Tempus will provide the Client with a copy of this Agreement upon request. Tempus may send this to the Client by post, email, fax or by displaying it on Tempus's Website.

**21.3** Tempus may amend this Agreement on reasonable notice to the Client in accordance with its statutory obligations. Tempus will provide the Client with details of the amendments together with the date from when such amendments become effective. The amendments will apply to all of Tempus's dealings with the Client and to all Contracts entered into by the Client after the effective date, save that the amendments will apply to Contracts entered into prior to the effective date where it is required by law or any relevant Money Laundering Requirements. The Client should refer to the current version of this Agreement on Tempus's Website before giving Tempus an Order.

**21.4** If any provision (or part of any provision) of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

**21.5** No failure or delay by Tempus to exercise any right or remedy provided under this Agreement 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.

**21.6** Should any provisions of this Agreement be in conflict with any other documentation or information that Tempus has provided to the Client in connection with any particular Contract, then this Agreement shall have priority unless specifically agreed by Tempus in Writing that such other documentation and information shall have priority in whole or in part.

**21.7** This Agreement constitutes the whole agreement between Tempus and the Client and supersedes all previous agreements (whether Written or verbal) with Tempus relating to its subject matter. The Client acknowledges that, in entering into this Agreement, the Client has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether Written or verbal and made negligently or innocently) other than as expressly set out in this Agreement or Contract. Nothing in this clause shall limit or exclude any liability for fraud.

**21.8** All intellectual property rights in the System, the Website, any advertising material issued by or on behalf of Tempus, all information, materials, prices or charts, business methods, databases or settlement specifications relevant to this Agreement or otherwise used or arising in connection with this Agreement will remain the property of Tempus or any third party which provided it to Tempus and the Client will have no rights to distribute, republish, copy, reproduce, sell, sub-license or otherwise transfer or disseminate any of the foregoing unless otherwise expressly agreed in Writing.

**21.9** Any Orders and all communications between the Client and Tempus will be in English.

**21.10** In the event that the Client wishes to make a complaint in relation to the products and services Tempus offers, the Client may do so either in Writing to Tempus's head office address at 1201 New York Avenue, NWSuite 300 Washington, DC 20005, in person, via email or via telephone. All applicable complaints will be handled in accordance with the rules of the Department of Financials (or equivalent) in their respective state. Contact information for each respective state department can be found in clause 21.15. A copy of Tempus's complaints procedure is available upon request and is also published on Tempus's Website.

**21.11** This Agreement is and any Contract(s) will be deemed to have been formed in Washington D.C., and any dispute or claim arising out of or in connection with the Agreement or any Contract or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Washington, D.C. law. Both Parties irrevocably agree that the Washington, D.C. courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, any Contracts or their subject matter or formation (including non-contractual disputes or claims).

**21.12** Notwithstanding clause 21.12, Tempus may elect to issue proceedings against the Client in any jurisdiction in which the Client is resident when seeking to recover any amounts due to Tempus under this Agreement or any Contract.

**21.13** Each of the Parties will at all times during and after the term of this Agreement use reasonable endeavours to keep confidential any information that is disclosed to it by the other pursuant to, or in connection with, this Agreement or any Order or Contract (whether orally or in Writing and whether or not such information is expressly stated to be confidential or marked as such) and will not disclose the same except with the Written consent of the other Party or unless required to disclose the same by law or order of a court.

**21.14** The failure or delay of either Party to exercise a right, remedy, power or privilege under the Contract will not operate as a waiver of the same and any waiver must be in Writing in order to be effective.

**21.15** Clients may file state specific complaints against Tempus using the information on page 5 and 6 of these terms and conditions.

# Account Agreement

## Terms and conditions



T E M P U S

### ALABAMA

**Alabama Securities Commission**  
Enforcement Division  
P.O. Box 304700 Montgomery, AL 36130-4700  
t: 1-334-242-2984  
f: 1-334-242-0240  
e: asc@asc.alabama.gov

### ALASKA

**Alaska Division of Banking and Securities**  
Division of Banking and Securities 550 W. 7th Avenue,  
Suite 1850 Anchorage, Alaska 99501  
t: 907-269-4584

### ARIZONA

**Arizona Department of Financial Institutions**  
2910 N. 44th Street, #310, Phoenix, AZ 85018  
t: 602-771-2800  
f: 602-381-1225  
e: consumeraffairs@azdfi.gov

### ARKANSAS

**Arkansas Securities Department**  
Heritage West Building, Suite 300 201 Markham Street  
Little Rock, Arkansas 72201-1692  
t: 501-324-9260  
f: 501-324-9268  
e: info@securities.arkansas.gov

### CALIFORNIA

**California Department of Business Oversight:  
Money Transmitter Division**  
Department of Business Oversight 1515 K Street, Suite 200  
Sacramento, CA 95814  
t: 1-866-275-2677

### COLORADO

**Colorado Department of Regulatory Agencies:  
Division of Banking**  
1560 Broadway, Suite 975, Denver, CO, 80202  
t: 303-894-7575  
f: 303-894-7570  
e: DORA\_BankingWebsite@state.co.us

### CONNECTICUT

**Connecticut Department of Banking:  
Government Relations and Consumer Affairs**  
260 Constitution Plaza Hartford, CT 06103-1800  
t: 860-240-8299  
f: 860-240-8178

### DELAWARE

**Delaware Department of State:  
Office of the State Bank Commissioner**  
555 E. Loockerman Street, Suite 210 Dover, DE 19901  
t: 302-739-4235  
f: 302-739-2356  
e: choffecker@state.de.us

### DISTRICT OF COLUMBIA

**DC Department of Insurance, Securitas, and Banking**  
Carole Hoffecker  
810 First St. NE, Suite 701 Washington, DC 20002  
t: 202-727-8000  
f: 202-354-1085  
e: disbcomplaints@dc.gov

### FLORIDA

**Florida Office of Financial Regulation:  
Division of Consumer Finance**  
Florida Office of Financial Regulation Division of Financial  
Institutions Consumer Assistance Group 200 E. Gaines  
Street Tallahassee, FL 32399-0371  
t: 850-410-9800  
f: 850-410-9548

### GEORGIA

**Georgia Department of Banking and Finance**  
Georgia does not intervene between consumers and  
financial service providers. Consumers must use the  
CFPB instead. The link to the CFPB complaint page is  
<http://www.consumerfinance.gov/complaint/>

### HAWAII

**Hawaii Division of Financial Institutions,  
Department of Commerce and Consumer Affairs**  
Division of Financial Institutions Department of  
Commerce and Consumer Affairs P.O. Box 2054 Honolulu,  
HI 96805  
t: 808-586-2820  
f: 808-586-2818  
e: dfi@dcca.hawaii.gov

### IDAHO

**Idaho Department of Finance**  
Idaho Department of Finance Securities Bureau 800 Park  
Blvd. Suite 200, Boise, ID 83712  
t: 208-332-8004  
f: 208-332-8099  
e: securities@finance.idaho.gov

### ILLINOIS

**Illinois Division of Financial Institutions**  
Division of Financial Institutions 320 West Washington  
Street, 3rd floor, Springfield, IL 62786  
t: 1-312-814-5153

### INDIANA

**Indiana Department of Financial Institutions**  
Department of Financial Institutions 30 S. Meridian St.,  
Suite 300 Indianapolis, IN 46204  
t: 317-232-3955  
f: 317-232-7655

### IOWA

**Iowa Division of Banking**  
Iowa Division of Banking 200 East Grand Avenue, Suite  
300 Des Moines, IA 50309-1827  
t: 515-281-4014  
e: IDOBcomplaints@idob.state.ia.us

### KANSAS

**State Bank Commissioner of Kansas**  
Kansas Office of the State Bank Commissioner Consumer  
Assistance Unit, 700 Jackson, Suite 300 Topeka KS 66603  
t: 785-296-2266  
f: 785-296-6037  
e: complaints@osbckansas.org

### KENTUCKY

**Kentucky Department of Financial Institutions**  
Kentucky Department of Financial Institutions, 1025  
Capital Center Drive, Suite 200 Frankfort, KY 40601  
t: 502-573-3390  
f: 502-573-0184  
e: KFI.Complaints@ky.gov

### LOUISIANA

**Louisiana Office of Financial Institutions**  
Office of Financial Institutions P.O. Box 94095 Baton  
Rouge, LA 70804-9095  
t: 225-925-4600  
f: 225-925-4524  
e: complaints@ofi.la.gov

### MAINE

**Maine Office of Securities**  
76 Northern Ave, Gardiner, ME 04345  
Montgomery, AL 36130-4700  
t: 207-624-8551  
f: 877-624-8551

### MARYLAND

**Maryland Department of Labor,  
Licensing, and Regulation**  
Commissioner of Financial Regulation, Consumer Services  
Unit, 500 North Calvert Street, Suite 402 Baltimore,  
Maryland 21202  
t: 410-230-6077  
f: 410-333-3866  
e: DLFRComplaints-DLLR@maryland.gov

### MASSACHUSETTS

**The Commonwealth of Massachusetts Office  
of the Commissioner of Banks**  
Consumer Assistance Unit, 1000 Washington Street,  
10th Floor Boston, Massachusetts 02118-6400  
t: 617-0956-1500  
f: 617-368-2700

### MICHIGAN

**Michigan Department of Insurance  
and Financial Services**  
DIFS-Office of Consumer Services P.O. Box 30220  
Lansing, MI 48909-7720  
t: 877-999-6442  
f: 517-284-8837  
e: difs-fin-info@michigan.gov

### MINNESOTA

**Minnesota Department of Commerce:  
Banking and Finance**  
Minnesota Department of Commerce Consumer  
Protection and Education Division 85 7th Place East,  
Suite 500 Saint Paul, MN 55101  
t: 651-539-1600  
f: 651-539-0105  
e: consumer.protection@state.mn.us

### MISSISSIPPI

**Mississippi Department of Banking  
and Consumer Finance**  
Department of Banking and Consumer Finance  
P.O. Box 12129 Jackson, MS 39236-2129  
t: 601-321-6901  
f: 601-321-6933

### MISSOURI

**Missouri Division of Finance**  
Missouri Division of Finance P.O. Box 716 Jefferson,  
MO 65102-0716  
t: 573-751-3242  
f: 573-751-9192  
e: finance@dof.mo.gov

### MONTANA

**Montana Division of Banking and Financial Institutions**  
301 South Park, Suite 316 P.O. Box 200546 Helena,  
MT 59620-0546  
t: 406-841-2918  
f: 406-841-2930  
e: wjohnston@mt.gov

### NEBRASKA

**Nebraska Department of Banking and Finance**  
Wayne Johnston Nebraska Department of Banking and  
Finance-Complaints P.O. Box 95006 Lincoln, Nebraska  
68509-5006  
t: 402-471-2171

### NEVADA

**Nevada Department of Business and Industry**  
Nevada Department of Business and Industry Financial  
Institutions Division 2785 E Desert Inn Road Suite 180, Las  
Vegas, NV 89121  
t: 702-486-4120  
f: 702-486-4563  
e: FIDMaster@fid.state.nv.us

### NEW HAMPSHIRE

**New Hampshire Banking Department**  
New Hampshire outsources complaints to the CFPB.  
The link to the CFPB complaint page is  
<http://www.consumerfinance.gov/complaint/>

### NEW JERSEY

**New Jersey Department of Banking and Insurance**  
New Jersey Department of Banking and Insurance  
Consumer Inquiry and Response Center (CIRC) P.O. Box  
471-Trenton, New Jersey 08625-0471  
t: 609-292-7272  
f: 609-454-8468

### NEW MEXICO

**New Mexico Regulation and Licensing Department**  
Toney Anaya Building 2550 Cerillos Road P.O. Box 25101  
Santa Fe, New Mexico 87505  
t: 505-476-4885  
f: 505-476-4560

### NEW YORK

**New York Department of Financial Services**  
Department of Financial Services Consumer Assistance  
Unit One Commerce Plaza Albany, NY 12257  
t: 212-480-6400

# Account Agreement

## Terms and conditions



TEMPUS

### **NORTH CAROLINA**

**North Carolina Commissioner of Banks**  
316 W. Edenton Street Raleigh, NC 27603  
t: 919-733-3016

The formal complaint process is entirely online. The link for the complaint page is <https://www.nccob.org/online/cts/EntitySelect.aspx>

### **NORTH DAKOTA**

**North Dakota Department of Financial Institutions**  
2000 Schafer Street, Suite G Bismarck, ND 58501-1204  
t: 701-328-9933  
f: 701-328-0290  
e: dfi@nd.gov

### **OHIO**

**Ohio Department of Commerce**  
Ohio Department of Commerce Division of Financial Institutions 77 South High Street 21st Floor Columbus, OH 43215-6120  
t: 614-728-8400  
f: 6140466-5594

### **OKLAHOMA**

**Oklahoma Banking Department**  
Oklahoma State Banking Department 2900 N. Lincoln Boulevard Oklahoma City, Oklahoma 73105  
t: 405-521-2782  
f: 405-522-2993

### **OREGON**

**Oregon Division of Finance and Corporate Securities**  
P.O. Box 14480 Salem, OR 97309-0405  
t: 503-378-4140  
f: 503-947-7862

### **PENNSYLVANIA**

**Pennsylvania Department of Banking and Securities**  
Pennsylvania Department of Banking and Securities, Consumer Services Office 17 N Second Street, Suite 1300 Harrisburg, PA 17101-2290  
t: 717-787-1854  
f: 717-787-8773

### **RHODE ISLAND**

**Rhode Island Department of Business Regulation**  
Rhode Island Department of Business Regulation Division of Banking 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920  
t: 401-462-9500

### **SOUTH CAROLINA**

South Carolina does not intervene between money transmitters and consumers, so the best point of contact for a complaint is the CFPB. The link to the CFPB complaint page is <http://www.consumerfinance.gov/complaint/>

### **SOUTH DAKOTA**

**Department of Labor and Regulation:  
Division of Banking**  
1601 N. Harrison Avenue, Suite 1 Pierre, SD 57501  
t: 605-773-3421  
f: 866-326-7504  
e: banking@sd.us

### **TENNESSEE**

**Tennessee Department of Financial Institutions**  
Tennessee Department of Financial Institutions 400 Deaderick Street, 6th floor Nashville, TN 37243  
t: 1-800-778-4215  
f: 615-253-7794  
e: tdfi.consumerresources@tn.gov

### **TEXAS**

**Texas Department of Banking**  
Texas Department of Banking Special Audits Division 2601 N. Lamar Blvd. Austin, Texas 78705-4294  
t: 877-276-5554  
e: msb@dob.texas.gov

### **UTAH**

**Utah Department of Financial Institutions**  
Utah Department of Financial Institutions P.O. Box 146800 Salt Lake City, UT 84114-6800  
t: 801-538-8830  
f: 801-538-8894  
e: erees@utah.gov

### **VERMONT**

**Vermont Department of Financial Regulation:  
Banking Division**  
Eva Rees Vermont Department of Financial Regulation Banking Division-Consumer Assistance 89 Main Street Montpelier, VT 05620-3101  
t: 888-568-4547  
f: 802-828-1477  
e: DFR.BNKConsumer@state.vt.us

### **VIRGINIA**

**Virginia Bureau of Financial Institutions**  
P.O. Box 640 Richmond, VA 23218-0640  
t: 804-371-9657  
f: 804-371-9416

### **WASHINGTON**

**Washington Department of Financial Institutions**  
P.O. Box 41200 Olympia, Washington 98504-1200  
t: 360-902-8703  
f: 360-664-8126  
e: CSEnforceComplaints@dfi.wa.gov

### **WEST VIRGINIA**

**West Virginia Division of Financial Institutions**  
West Virginia Division of Financial Institutions 900 Pennsylvania Avenue, Suite 306 Charleston, West Virginia 25302-3542  
t: 304-558-2294  
f: 304-558-0442

### **WISCONSIN**

**Wisconsin Department of Financial Institutions**  
Bureau of Consumer Affairs P.O. Box 8041 Madison, WI 53708-8041  
t: 608-264-7969  
f: 608-264-7968  
e: DFISecretary@wisconsin.gov

### **WYOMING**

**Wyoming Division of Banking**  
Wyoming Division of Banking Herschler Building, 3rd Floor East 122 West 25th Street Cheyenne, WY 82002  
t: 307-777-7797  
f: 307-777-3555  
e: wyomingbankingdivision@wyo.gov

### **FEDERAL AGENCY FOR CONSUMER COMPLAINTS**

In addition to your state agency that you can register complaints with, as a U.S. consumer you may also contact the Consumer Financial Protection Bureau (CFPB) to register your complaint. Please go to the following website:  
<http://www.consumerfinance.gov/complaint/>