



BLUE FX MARKETS – COMPANY DEALING APPLICATION FORM

Business Details	
Company Name	
Company Number	
Company Address	
Telephone	
Fax	
Website	
Industry	

Currency Requirements	
Currency Purchases	€ Currencies bought: Spot <input type="checkbox"/> Forward <input type="checkbox"/>
Currency Sales	€ Currencies sold: Spot <input type="checkbox"/> Forward <input type="checkbox"/>
Reasons for Transactions	

Signatories		
Name:	Email:	Signature:
Name:	Email:	Signature:
Name:	Email:	Signature:

BLUE FOREIGN EXCHANGE LIMITED TERMS AND CONDITIONS

Interpretation:

In these terms and conditions, unless the context otherwise requires:

'Account' means the bank account notified by the client to Blue FX Markets into which any sums due from Blue FX Markets to the Client pursuant to any Order will be paid.

'Agreement' means any agreement between Blue FX Markets and the Client incorporating the Conditions.

'Client' means you the business which accepts these terms and conditions and places an Order and/or are identified as our Client in the Contract Note.

'Conditions' mean these terms and conditions.

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

'Blue FX Markets' means Blue Foreign Exchange Limited whose registered office is at Billis, Glaslough, Co. Monaghan.

'Margin' means the deposit or advance payment required by Blue FX Markets from the Client in advance of each Trade with the exception of a Spot trade.

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

'Nominated Account' means the bank account nominated by Blue FX Markets from time to time into which the Sale Currency and/or Margin will be paid.

'Order' means the Client's oral or written request for Blue FX Markets to perform the service on behalf of the client.

'Order confirmation' means when Blue FX Markets confirms the details of the Order to the Client by telephone.

'Sale Currency' means the sums payable by the Client to Blue FX Markets in consideration of the Service including, without limitation, any Margin or Margin Call.

'Same Day Trade' means to sell a currency in Euro, Sterling or US Dollars for a purchase currency in Euro, Sterling or US Dollars, by the end of the same Working Day subject to clause 3.3.

'Service' means Blue FX Markets execution of a Trade on the Client's behalf.

'Spot Trade' means a transaction where the Value Date is two working days after the date of the instruction.

'Trade' means each transaction to purchase and deliver currency for the Client including, without limitation, a Forward Trade, Same Day Trade or a Spot Trade.

'Value Date' means the date on which the currency transaction reaches value with the counterparty specified by Blue FX Markets.

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

1. Instructions

- 1.1. The Client will place an order orally or in writing, which Blue FX Markets may accept orally or in writing. Each Order will be subject to these Conditions. Blue FX Markets will not be obliged to accept an Order and may refuse to do so without giving any reason. Blue FX Markets will have no liability to a Client for any resultant loss or damages suffered by a Client or any other party as a result of Blue FX Markets refusal to accept an Order. No agreement for the Service will come into force until the Order Confirmation. Each Order if accepted by Blue FX Markets will constitute a separate, severable agreement.
- 1.2. The Client acknowledges that Blue FX Markets may record and store all telephone conversation with or without an automatic warning tone. Blue FX Markets reserves the right to produce and store a transcript of telephone conversations for the purposes of verifying the details of an Order or to resolve any disputes between the Client and Blue FX Markets in respect of the Service.
- 1.3. The Client will be solely responsible for ensuring that the details it supplies to Blue FX Markets to enable Blue FX Markets to perform the service, including without limitation the Client's contact details and the details of the Order and the Account are true and accurate and will not withhold or omit any information that would render those details false or inaccurate. The Client agrees to notify Blue FX Markets immediately it becomes aware of any error or change in the details it has supplied to Blue FX Markets.
- 1.4. The Client warrants that they will, on request, supply Blue FX Markets with all the information and documentation necessary to enable Blue FX Markets to comply with Irish legislation pertinent to the Service including without limitation the Criminal Justice Act 1994.
- 1.5. The Client will supply to Blue FX Markets, on request, a specimen signature. A signature substantially resembling the specimen will be sufficient for Blue FX Markets to authenticate an instruction as being from the Client.

2. The Service

- 2.1. The Client warrants that all orders are for Commercial Purposes only and not for currency speculation and are placed in pursuance of the Client's usual trade or business. The Client further warrants that it is not acting as agent and that the Client will take physical delivery on the Value Date of the purchased currency after payment to Blue FX Markets of the full amount of the sold currency for each Trade as stipulated by Blue FX Markets.
- 2.2. Blue FX Markets agrees to provide the Services from time to time. Blue FX Markets may at its absolute discretion refuse a request to perform a requested Service without any liability for any resultant loss or damages suffered by the Client or any other party. The Client acknowledges that it would be unlawful for Blue FX Markets to transfer monies to it against exchange rate gains as such a transfer would not constitute Commercial Purposes.
- 2.3. In all matters relate to Trade, transactions or any information obtained from Blue FX Markets in connection with or relating to this Agreement, the Client shall rely solely on its own skill and judgement. Although Blue FX Markets may provide the Client with information concerning the foreign exchange markets, the Client shall not place any reliance on Blue FX Markets' opinion of the merits or otherwise of any currency transaction, taxation matters or comments made concerning any investment products or markets or other matters whatsoever. Once an Instruction is accepted by Blue FX Markets it cannot be altered or cancelled without the prior written consent of a Blue FX Markets Director.
- 2.4. Notwithstanding clause 1.1., Blue FX Markets reserves the right to require written confirmation of any Order or Client instruction.

3. Financial Provisions

- 3.1. In the event of a Spot Trade, the Client shall pay into a bank account specified by Blue FX Markets on such date or dates as Blue FX Markets might direct, but no later than the Working Day immediately preceding the Value Date, the amount specified by Blue FX Markets as full payment for the Trade.
- 3.2. In the event of a Forward Trade with a Value Date less than 6 calendar months hence, the Client shall immediately pay a Margin of 10%, or in the event of a Forward Trade with a Value Date more than 6 months hence the Client shall immediately pay a Margin of 15%, of the full amount of the sold currency, or such other percentage as Blue FX Markets shall specify into an account nominated by Blue FX Markets, in cleared funds. The Client shall pay any outstanding balance of the sold into such account as is nominated by Blue FX Markets not later than one day before the Value Date of the particular Forward Trade.
- 3.3. In the event of a Same Day Trade the Client shall pay the sale currency into a bank account specified by Blue FX Markets no later than the relevant time stipulated by Blue FX Markets, and if not separately stipulated by the times set out below to enable Blue FX Markets to acquire the required currency: Euro by 15:00 hrs; US Dollar by 16:30 hrs; and Pounds Sterling by 15:30 hrs. All times are local time in Dublin, Ireland.
- 3.4. All payments due from the Client to Blue FX Markets pursuant to these Conditions shall be made without set-off, counterclaim or deduction whatsoever.
- 3.5. For the avoidance of doubt, Blue FX Markets will only accept payment made to it from a bank account bearing the client's name and not from any third party. Blue FX Markets cannot accept payment in cash or by cheque for a sum of more than fifty thousand euro. All client money paid to Blue FX Markets that has not vested in Blue FX Markets shall be held in a pooled Client trust bank account or will be used by Blue FX Markets in the performance of its obligations incurred in relation to our Clients' transactions.
- 3.6. For the avoidance of doubt, no onward payments will be made until funds received by Blue FX Markets have cleared. The Client shall allow at least seven Working Days from receipt by Blue FX Markets for payments to become cleared funds.
- 3.7. Blue FX Markets will make any payments to the Client under this Agreement in full unless required by law to deduct sums in respect of taxation liabilities.
- 3.8. Banks have specified times of cut off for the receipt and dispatch of electronic payments. Blue FX Markets accepts no responsibility for and shall have no liability in respect of any delay in onward payment attributable to the later arrival of funds or instruction of payment relative to the cut off times of the designated bank.
- 3.9. The Margin will vest automatically in Blue FX Markets in any of the following circumstances;
 - 3.9.1. On the value date or in the event that the Trade is closed prior to the value date, on the instruction of the Client;
 - 3.9.2. The Client is in breach of any of the conditions;
 - 3.9.3. In the circumstances set out in clause 4.1.3
- 3.10. Blue FX Markets reserves the right to make a Margin Call to re-establish the Margin to the original percentage level agreed for the particular Trade of the Margin subsequently falls below the applicable threshold for that Trade as set out below as a result of an adverse market movement: (i) in the event an initial margin of 15% falling to or below 10%; (ii) in the event an initial margin of 10% falling to or below 5%.
- 3.11. In the event of a Margin Call being made the client shall pay these monies required pursuant to the Margin Call in cleared funds into the Account within twenty four hours of Blue FX Markets first communicating the Margin Call to the Client. The Client's failure to do so shall be a fundamental breach of the Conditions of the Trade in question and shall entitle Blue FX Markets, without prejudice to any other remedy available, to immediately and without notice to the Client terminate the Trade without liability.

- 3.12. The Client undertakes the Margin or such other funds to be provided as security for the Client's obligations hereunder will be beneficially owned by the Client and will not be the subject to any charge, lien or other encumbrance and the Client will not create any charge, lien or other encumbrance over any funds so provided.
 - 3.13. All funds provided by the Client under this Agreement, whether as security or otherwise, may be used by Blue FX Markets in the performance of its own obligations incurred in relation to such Client's transaction or transactions.
 - 3.14. Blue FX Markets reserves the right to charge the Client interest in respect of the late payment of any sum due under this agreement (as well after as before judgement) at the rate of five per cent per annum above the base rate of Bank of Ireland plc from the due date therefore until payment.
4. Duration, termination
- 4.1. Blue FX Markets shall have the right to close out all or part of any Trade from the market without notice to the Client of the Client's liability upon or at any time after the happening of any of the following events:
 - 4.1.1. The Client fails to make any payment for a Service when due and in accordance with these Conditions;
 - 4.1.2. The Client materially breaches any of the Conditions or fails to comply with its obligations to Blue FX Markets in respect of a Trade or is materially in breach of any state or regulation;
 - 4.1.3. It becomes or may become unlawful for Blue FX Markets to maintain or give effect to all or any of the obligations under the Conditions or otherwise to carry on its business, or if Blue FX Markets is requested to close out a Trade (or any part thereof) by any regulatory authority whether or not the request is legally binding, or if Blue FX Markets in its absolute discretion considers it desirable or necessary to do so for its own protection;
 - 4.1.4. The Client becomes unable to pay its debts as they become due or has bankruptcy petitioned against them or the Client proposes a form of composition or arrangement to its creditors or if the Client ceases or threatens to cease to carry on all or a part of its business;
 - 4.1.5. Any of the events specified above or anything analogous thereto occurs under the laws of any applicable jurisdiction.
 - 4.2. If the Client becomes aware of the occurrence of any event referred to in this clause, they shall give Blue FX Markets notice of such event forthwith.
5. Limitation of Liability
- 5.1. This clause sets out Blue FX Markets' entire liability to the Client for any losses, costs (including legal costs), damages, expenses, taxes, charges or other liability whatsoever ('Liability').
 - 5.2. The limitation and exclusion of Liability is set on the basis that the Client is aware of the volatile nature of the foreign exchange market.
 - 5.3. Nothing in this Agreement shall exclude Blue FX Markets' liability for death or personal injury arising from Blue FX Markets' negligence or the negligence of its employees, agents or sub-contractors.
 - 5.4. Subject to Clause 5.3, Blue FX Markets shall not be liable to the Client for any liability arising out of any Trade or Agreement pursuant to these Conditions by reason of any cause including contract, tort or otherwise save for direct damages caused by the negligence of Blue FX Markets in the performance of a Trade.
 - 5.5. Without prejudice to clause 5.4 and subject to the provisions of this clause 5, Blue FX Markets' total aggregate liability to the Client for any Liability incurred in connection with this Agreement will not exceed the lesser of (a) the total amount paid by the Client to Blue FX Markets in respect of the Trade giving rise to the claim or (b) €100,000.
 - 5.6. Notwithstanding anything in this Agreement, in no event shall Blue FX Markets be liable for any loss of profits, goodwill, anticipated savings, loss caused by the failure or delay of any third party in the transmission, provision or delivery of any Service or any special, indirect, incidental or consequential loss regardless of the form of action (including loss or damage suffered by the client as a result of an action brought by a third party) and even if such loss was reasonably foreseeable of Blue FX Markets was advised as to the possibility thereof.
 - 5.7. Blue FX Markets shall not be liable to the Client for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion, failure of computer equipment or communications systems or industrial dispute of a third party.
 - 5.8. The Client hereby indemnifies and will keep Blue FX Markets indemnified against any and all Liabilities incurred by Blue FX Markets in the performance of the Services and the enforcement of its rights hereunder that are caused by the Client's breach of these Conditions. Without prejudice to the generality of the foregoing, in respect of all amounts necessary, the Client shall indemnify Blue FX Markets against any and all Liabilities sustained or incurred by Blue FX Markets (including but not limited to Blue FX Markets' loss of profits) as a result of or in connection with:
 - 5.8.1. Any default in payment by the Client of any sum under the Conditions when due;
 - 5.8.2. Any breach by Client of clauses 2.1 or 2.2;
 - 5.8.3. Blue FX Markets doing and taking all and any actions and steps whatsoever to carry out the terms of any Client instructions or orders, whether oral or written, from or purported to be from Authorised Personnel pursuant to and in accordance with clause 2 above; or
 - 5.8.4. Blue FX Markets exercising its right under clauses 4.1.1, 4.1.2, 4.1.4 or where appropriate 4.1.5 to close out all or any part of any Trade and in such event Blue FX Markets shall have the right, as an alternative to its right to seek an indemnity from the Client, to set-off against any Client monies held by Blue FX Markets any amounts owed by the Client to Blue FX Markets in respect of any Service.
6. Personal Data
- 6.1. The information that the Client provides to Blue FX Markets is confidential and will not be used for any other purpose other than in connection with the provision of services unless we inform you otherwise. Confidential information and personal data will be treated as such provided that it is not already in the public domain. Information of a confidential nature will only be disclosed outside of Blue FX Markets in the following circumstances:
 - 6.1.1. Where required by law or requested by any regulatory authority or exchange having control or jurisdiction over us;
 - 6.1.2. To investigate fraud or prevent fraud or other illegal activity
 - 6.1.3. To any third party in connection with the provision of services to you by us;
 - 6.1.4. For purposes ancillary to the provision of the services or the administration of your account, including, without limitation for the purposes of verification enquiries, credit enquiries or assessment;
 - 6.1.5. If it is in the public interest to disclose such information;
 - 6.1.6. At your request or with your consent.
7. General
- 7.1. Blue FX Markets shall not be liable to the Client for any delay or non performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, failure of computer equipment or communications systems or industrial dispute of a third party.
 - 7.2. Nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce any provision of the Agreement or these Conditions and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to any provisions of this Agreement or these Conditions.
 - 7.3. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.
 - 7.4. Clients should also note and abide by the Term and Conditions set out by FTT Global, the payment platform provider. These are located at www.bluefxmarkets.com/downloads/fttandcs
 - 7.5. The provisions of Clause 5 shall survive termination of any Instruction, completion of any Trade or termination of this Agreement.
 - 7.6. This Agreement, including these Conditions, constitutes the entire agreement and understanding of the parties and supersedes all oral communications and prior writing relating to it; provided that neither party shall benefit from excluding liability for fraudulent misrepresentation or fraud.
 - 7.7. Blue FX Markets may amend these Conditions by notice in writing to the Client at any time and such amendment shall be binding with the agreement of the Client from the date of such notice. Any such amendment shall not be retrospective or affect any rights or obligations that may already exist in respect of any Instructions.
 - 7.8. Should any provisions of these Conditions be deemed unenforceable or illegal, the remaining provisions and the remainder of the provision in question will nevertheless continue in full force and effect.
 - 7.9. The Client may not assign or otherwise transfer to the benefit of any Agreement without the express written consent of Blue FX Markets. Blue FX Markets may assign and/or novate its rights and obligations under the Conditions to any third party and the Client hereby consents without reservation to any such assignment or novation.
 - 7.10. Any failure by either party to exercise, and any delay, forbearance or indulgence by either party in exercising, any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.
 - 7.11. In the event of any provisions of these Conditions being in conflict with other documentation produced pursuant to an Agreement then the Conditions shall prevail.
 - 7.12. This Agreement and these Conditions shall be governed by and construed in accordance with Irish Law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.