



CITY FOREIGN EXCHANGE LIMITED

Units A - B, 13th Floor, Century House, No 3 - 4 Hanoi Road, Tsim Sha Tsui, Hong Kong

Telephone : (852) 2366 7725. Fax : (852) 2366 9930. Email : info@citygroupintl.com

Web : www.citygroupintl.com. www.cityforex.com

INDIVIDUAL CUSTOMER RECORD

Forex ☐

Remittance ☐

Accounts ☐

TT ☐

Customer Details

Customer Name:			
Correspondence Address:			
Permanent Address: (if different from Correspondence Address)			
Telephone:		Fax:	
Email ID:			
Occupation:			
Date of Birth:			
ID Type:		ID / Passport No:	
ID Issuer:		Nationality:	
ID / Passport Issue Date:		ID / Passport Expiry Date:	

Check List

<input type="checkbox"/>	HKID / Passport Copy
<input type="checkbox"/>	Customer Address Proof Copy

Declaration

"I am hereby applying to open an Account with City Foreign Exchange Limited (a.k.a. "CityForex"). I confirm that the information provided by me in this form and in any other document(s) provided by me to "CityForex" is true, accurate and complete. I acknowledge that "CityForex" may decline my application without providing any reason in which event no contractual relationship will arise between "CityForex" and me. I further acknowledge that I/We have read and understood "CityForex"'s prevailing Terms and Conditions contained in this form and I agree to be bound by them in connection with all Accounts/Transactions opened/sent by me with "CityForex". I further agree to be bound by any additional terms and conditions governing any facilities, products and/or services offered by "CityForex" as I may apply for and/or utilise from time to time"

Signature of Customer

Date

For CityForex Use

Our Ref No:	
Processing Date:	
Verified by:	
Remarks / Notes:	

Terms and Conditions

1. I agree that **all** personal data (which includes any personal data relating to me or any other person under any other application from time to time) provided to City Foreign Exchange Limited hereinafter called "CityForex", may be used and disclosed to such persons (whether the recipient is located in Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") or another country including a country that does not offer the same level of data protection as Hong Kong) for the purposes described in, and otherwise in accordance with "CityForex"'s policies on use and disclosure of personal data as set out in the Notice, which may be subject to change from time to time.

2. Data Protection:

The collected data may additionally be:

- (a) used in connection with matching procedure (as defined in the Personal Data (Privacy) Ordinance, Cap. 486);
- (b) disclosed to any financial institution you have or propose to have dealings with to enable such financial institution to conduct credit checks on You; and
- (c) used in accordance with Our policies, terms and conditions or notices made available by Us to You from time to time.

3. Indemnity and Limitation of Liability

3.1 Exclusion of liability:

We are not liable for any Loss that You suffer or incur as a result of, arising from or in relation to, any Service, Channel, System Materials or Transaction (and the provision or execution of any of the foregoing), any act or omission, breach of contract or duty or any tort on Our part. The foregoing applies whether the Loss arises out of contract, tort, statute or otherwise. We remain liable for your direct loss to the extent it is caused by any fraud, gross negligence or willful misconduct on our part.

3.2 Your indemnity:

You indemnify us on demand against any Loss arising from or incurred in connection with:

- (a) Us providing any Service to You;
- (b) You or Your Agent not complying with any obligation under the Agreement;
- (c) Our acting or declining to act on Your Instructions; and
- (d) Our holding any security or dealing with any secured asset. This indemnity is independent of your other obligations under the Agreement and continues after such Agreement ends.

3.3 Force Majeure: We are not responsible for any Loss You may suffer due to a Force Majeure event.

3.4 Other limitations of liability: Any other limitation of liability contained in any Service Supplement is in addition to and does not limit this Clause.

3.5 Reports and other information: All Reports and other information we provide to you are based on our records. We are not responsible where the information is not up to date.

3.6 Documents for transmission to third parties: You are responsible for any document or data you provide us for transmission to third parties and acknowledge that we are not responsible for and have no duty to review such documents before transmission.

3.7 Notification to Us: You must notify Us in writing within 6 months of becoming aware of the material facts of any claim You have against Us, failing which, You waive **all** Your rights to claim against Us.

3.8 Exclusions: All terms, conditions and warranties implied by law regarding the quality or fitness for purpose of the Services or the System Materials are excluded to the extent permitted by applicable law unless we expressly state otherwise.

4. Disclosure of Information

4.1 We will keep information provided by you or relating to you confidential except that we may disclose such information to:

- (a) any "CityForex" Member;
- (b) any "CityForex" Member's service provider or professional advisor who is under a duty of confidentiality to the discloser;
- (c) any actual or potential participant, sub-participant or transferee of Our rights or obligations under any Transaction between the Parties (or any of its agents or professional advisors);
- (d) any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; or
- (e) as required by law or any Authority.

5. Set-Off

5.1 We may set-off any amount You or any of Your Affiliates owe Us or any of Our Affiliates (whether or not due for payment) against any amount We owe You under the Agreement or any amount in any Account You hold with Us. We may do anything necessary to effect any set-off under this Clause (including varying the date for payment of any amount by Us to You and making currency exchanges).

6. Currency Conversion and Indemnity

6.1 We may make currency conversions in respect of any amount received by us from you or due to you from us or arising from Your Instructions. You indemnify us for any shortfall resulting from such conversion.

7. Partnerships

7.1 Liability: For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by You to Us even if there are any changes in Your partnership or You implement a name change.

7.2 Cessation as partner: Any person who stops being a partner for any reason remains liable for all debts and other liabilities you owe us which have accrued up to and including the date that such person ceases to be a partner.

7.3 Continued Dealings: Unless you tell us otherwise in writing, we may treat the remaining and/or new partners as having full authority to act on your behalf.

7.4 Notification of changes: You must promptly notify us in writing of any change in your partners or name change.

8. General

8.1 No breach: Nothing in the Agreement obliges us to do or omit to do anything if it would or might in our reasonable opinion constitute a breach of our policy

8.2 Records and certificates being conclusive: Unless there is an obvious mistake:

- (a) Our records (whether in paper, electronic, data or other form) of an Instruction, Report or other communication are conclusive of their contents or our receipt or nonreceipt of them; and
- (b) any certificate or decision We make of a rate, price or an amount owing to or by You is conclusive.

8.3 Changes: We may change the Agreement or any Service and will Notify You of such change and the effective date of such change.

9. Financial Institutions

9.1 If you are financial institution acting for a third party, you:

- (a) represent to Us that You have:
 - (i) satisfactorily performed all know-your-customer and other anti-money laundering checks in accordance with any applicable law or any Authority and Your internal policies (including verification of the third party's identity and source of funds and nature of such third party's transactions); and
 - (ii) appropriate processes to detect and report any suspicious activity involving the third party; and
- Will keep the information obtained under sub-paragraph above up to date.

10. Exchange Rates, Fees and Charges

10.1 We may impose fees or charges for providing any form of Services on any Account, as informed verbally or in writing from time to time. The tariff will be provided to you on request, and may be revised by us at our discretion upon prior notice to you. Charges outside the tariff will be advised when the Services for which the charges are imposed are offered.

11. Notices and Audit Confirmation

11.1 In accordance with our auditing procedure, we will from time to time send confirmation letters to you requesting you to check and confirm that the Account balance and dates shown on the letter are correct. You will sign and return the letter to us as requested.

12. Additional Terms and Conditions for Services

The following additional terms and conditions apply where you are an individual, acting in your personal capacity or a sole trader under a trading name:

13.1 Designated Signature

13.1.1 Unless we receive notice in accordance with clause 13.1.3, the Designated Signature shall be your signature or name chop designated on your first application to us for opening Account. If a handwritten signature is mandatory, you will convert Your Designated Signature to a handwritten signature in accordance with clause 13.1.3. If you fail to do so, we are authorized to designate, by notice to you, any handwritten signature of Yours on Our record to be Your Designated Signature.

13.1.2 We may rely and act on any written Instructions in respect of any Account which bears the Designated Signature.

13.1.3 If you intend to change the Designated Signature, You will deliver to any of our branches in Hong Kong a completed form for change of Designated Signature. Any such change will be effective after we have received and processed the completed form. 13.1.4 We are entitled to require any instrument to be signed or countersigned by all the then existing sole proprietor / directors / partners / members of yours as we deem necessary.

13.2 Customer Identification

13.2.1 We may allow you to open and operate any Account without providing your signature (or name chop) if your identification can be verified by other means

(Including, without limitation, personal identification numbers, passwords and/or codes previously agreed, and/or any additional personal data of yours which we may reasonably require. You acknowledge the risks inherent in dispensing with the requirement for a signature (or name chop), and accordingly waive any claim against us in connection with its execution of any unauthorized instructions we accept in good faith.

13.2.2 (i) You will at Our request provide Your signature or name chop in circumstances where Your identification cannot be otherwise verified, or where Your signature or name chop is mandatory by reason of any applicable regulatory requirement or Our operational need or policy or for any other reason as We think fit; and

(ii) except where You have established direct debit authorizations by written instructions, and save as expressly provided for in the Terms, We reserve the right not to accept instructions which are not in writing for transfer of funds between accounts in different names without first having received Your written authorization vide fax or email or otherwise and/or indemnity in Our prescribed forms