

*Reason for currency exchange (ie. property, investment, vehicle, tuition):

*How did you hear about FIRMA? (ie. name of realtor, bank, friend, website):

*Are you trading on behalf of another individual or entity?

Yes No

Section 1: Applicant #1 Details *required fields

Section 1: Applicant #2 Details (if applicable)

*Name:

Name:

*Date of Birth:

Date of Birth:

*Occupation

Occupation:

*Address: (full postal address, No P.O. Boxes)

Address: (full postal address, No P.O. Boxes)

*Postal Code:

Postal Code:

*Home Phone Number:

Home Phone Number:

Work Phone Number:

Work Phone Number:

Mobile Phone Number:

Mobile Phone Number:

Fax Number:

Fax Number:

*Email:

Email:

*Passport Number:

*Passport Number:

*Are you a PEP? (See end of page for Definition). † Yes No

*Are you a PEP? (See end of page for Definition). † Yes No

Section 2: Authorisation *required fields

Where application is made in joint names, FIRMA Foreign Exchange will accept any one signature as sufficient authority to bind both signatories, jointly and severally, to this agreement and any instructions given by one signatory, whether in writing or otherwise, will bind both signatories.

***Applicant #1 - Authorisation**

Applicant #2 - Authorisation (as required)

I agree to abide by the Terms and Conditions as listed on pages 2, 3 & 4 of 4 and agree that all information provided by me is deemed reliable.

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I understand that FIRMA Foreign Exchange is required to comply with the requirements of the Anti-Money Laundering and Counter-Terrorism Financial Act 2006 (Cth) (Act). One of the requirements of the Act is to request verification of the personal information provided by me to FIRMA Foreign Exchange. I consent to my personal information provided in this form being provided to a credit reporting agency, for the purpose of assessing whether the personal information matches the information on my credit information file.

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I understand, consent to, authorise and direct FIRMA Foreign Exchange to charge me fees for the price quoting and transactional services it provides. I understand that FIRMA Foreign Exchange does not charge volume-based or asset-based fees for any advice it provides. The fees are set out in FIRMA Foreign Exchange's combined Product Disclosure Statement and Financial Services Guide, which I have read and understood. I can obtain a copy by using the contact details at the top of this page.

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I understand that unless a Trader at FIRMA Foreign Exchange tells me otherwise, any advice received is general advice only. General advice does not take into account any of my objectives, financial situation or needs. This means that I need to consider the appropriateness of any such advice in the light of my objectives, financial situation and needs, before acting on it. I will read and consider FIRMA Foreign Exchange's Product Disclosure Statement before making any decision.

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I consent to the provisions by FIRMA Foreign Exchange to me of a Financial Services Guide, a Product Disclosure Statement and other documents, including updates to these documents electronically as attachments or hyperlinks, via the email address set out above.

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*I acknowledge that I have received and read FIRMA Foreign Exchange's Privacy Statement ([FIRMA Privacy Statement 123877](#)).

*I do not wish to receive promotional material from FIRMA Foreign Exchange.

<input type="text"/>	<input type="text"/>
Date	Signature

<input type="text"/>	<input type="text"/>
Date	Signature

† A PEP (Politically Exposed Person) is a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a government, a senior official of a political party, or a senior executive of a government owned enterprise. Also included in the definition of a PEP are immediate family members or close associates of a person that meets the description above.

1. DEFINITIONS

1.01 The following capitalised words in these Terms and Conditions shall have the following meanings:

- a. "Application" means the application by the Client attached to these Terms and Conditions, and includes, if applicable, an Application for Forward Trading Facility.
- b. "Authorised Signatory" means any person(s) authorised by the Client to make an order for the Service in accordance with any application form (including any online system set up forms) or any other instructions provided by the Client to FIRMA from time to time.
- c. "Beneficiary" means the Client or a payee nominated by the Client.
- d. "Charges" means any wire fees, bank draft fees, or other charges by FIRMA to the Client, in connection with a Service.
- e. "Cleared Funds" means funds that are delivered to FIRMA which are unencumbered and freely transferable.
- f. "Client" means the Client referred to on the Application.
- g. "Deposit" means the security payment required to be paid by the Client pursuant to the terms of a Forward Contract.
- h. "Facility" means any settlement line, foreign currency exposure or trading limit which FIRMA in its sole discretion is willing to grant to the Client from time to time.
- i. "FIRMA" means FIRMA Foreign Exchange Corporation, its subsidiaries and affiliates.
- j. "Forward Contract" means a contract to supply wires or drafts with a maturity date of more than two working days and up to twelve months in advance, made between the Client and FIRMA upon approval by FIRMA of the Application for Forward Trading Facility.
- k. "Forward Trading Facility" means the Forward Trading Facility available to the Client once an Application for a Forward Trading Facility has been approved by FIRMA, which will allow the Client to enter into Forward Contracts with FIRMA, as approved by FIRMA from time to time.
- l. "Losses" means any and all losses, costs, damages, charges, and expenses including, without limitation, solicitor and client costs.
- m. "Margin Call" means an additional security payment required by FIRMA, to be made by the Client in connection with a Forward Contract, in the following circumstances:
If your forward contract moves out of the money beyond 5% of the face amount of your contract, FIRMA may seek from you a margin deposit as an offset to bring your forward risk exposure back to a 5% positive deposit on hand.
The Margin Deposit is repaid to you or is set off against any amount owing to FIRMA Foreign Exchange by you under any agreement, when the Forward Contract is exercised, cancelled or lapses.
"Out of the money" means the value of the original contracted Option contract rate is less favourable to you than the current mark to market value;
- n. "Market Order" means an agreement between FIRMA and the Client to buy or sell currency at a specified rate.
- o. "Payment Confirmation" means a confirmation by facsimile, letter, or electronic mail from FIRMA to the Client accepting a Trade Request for a Payment Transaction.
- p. "Payment Transaction" means a Service provided by wire or electronic funds transfer from FIRMA's bank account to the bank account of a Client or a Beneficiary.
- q. "Service" means the provision of foreign currency payments by wire, electronic funds transfer, draft, Forward Contracts, Market Orders, foreign currency exchange cheques or drafts, or other methods of exchange purchased by FIRMA in response to a Trade Request and otherwise in accordance with these Terms and Conditions and includes, if applicable, Forward Contracts.
- r. "Terms and Conditions" means these terms and conditions.
- s. "Trade Request" means a request from the Client to FIRMA for provision of a Service.
- t. "Transaction Confirmation" means a confirmation by facsimile, letter, electronic mail, or verbally by telephone from FIRMA to the Client accepting a Trade Request.
- u. "Extreme Event" means any event which occurs and which is beyond FIRMA's responsible control including, without limitation, natural disasters, extremes of weather, unavailability of currency due to high market volatility, technological failure and market collapse.

2. DOING BUSINESS WITH FIRMA

2.01 The Client, by an Authorised Signatory, may make a Trade Request by telephone, facsimile, letter, electronic mail or by personal delivery to FIRMA.

2.02 FIRMA will accept Trade Requests during its normal office hours meaning the days and times during which FIRMA is open for business.

2.03 The Client shall be responsible for transmitting a Trade Request to FIRMA and shall ensure that all information contained in the Trade Request is correct including, without limitation, the correct details of any Beneficiary, bank account information, and the means of payment and delivery.

2.04 FIRMA will not act on a Trade Request if:

- a. It requires action by FIRMA during non-working hours (although FIRMA will use its best efforts to carry out such action on the next business day);
- b. The Trade Request is unclear or;
- c. It appears the Trade Request is not made by an Authorised Signatory or by someone who is not the Client.

2.05 FIRMA may choose not to act on a Trade Request if it exceeds any Facility granted by FIRMA to the Client or otherwise in its sole discretion. Until FIRMA issues a Transaction Confirmation or Payment Confirmation or has otherwise commenced provision of the Service, FIRMA is under no obligation to provide the Client with the Service.

2.06 FIRMA will accept a Trade Request by verbal confirmation and/or by issuing a Transaction Confirmation to the Client. Such confirmation, howsoever made, will constitute a legally binding agreement between the Client and FIRMA subject to the Terms and Conditions.

2.07 FIRMA will deliver a Transaction Confirmation to the Client, by e-mail, verbally, or by other means. Upon receipt of a Transaction Confirmation, the Transaction Confirmation must be carefully checked by the Client. Any incorrect details contained in the Transaction Confirmation must be corrected and returned together with the acknowledgement returned within 24 hours of receipt.

2.08 With respect to Payment Transactions, FIRMA will accept a Trade Request by delivering a Payment Confirmation to the Client, by e-mail or by other means. Upon receipt of the Payment Confirmation, the Payment Confirmation must be carefully checked by the Client. Any incorrect details contained in the Payment Confirmation must be corrected by the Client and returned forthwith to FIRMA. If the Client fails to return corrections to FIRMA prior to initiation of the Payment Transaction, the terms of the Payment Confirmation shall be deemed to be correct in all respects. FIRMA requires the Payment Confirmation to be acknowledged and returned by the Client prior to completing the Payment Transaction. Payment Confirmations must be returned to FIRMA within 24 hours of receipt.

2.09 Once FIRMA has accepted a Trade Request, instructions received from the Client are irrevocable and no changes may be made. If the Client requests a recall of a payment made, FIRMA will use reasonable commercial efforts to recall such payment, but will be under no obligation to obtain return of payment. FIRMA can in no way guarantee return of any funds after acceptance of a Trade Request. In any event, if FIRMA is able to return such recalled funds, same will be refunded to the Client at FIRMA's quoted rate of exchange on the day the refund is made.

2.10 Except in the case of a Forward Contract, and subject to any Facility, the Client must deliver Cleared Funds for the full amount contained in a Transaction Confirmation to FIRMA (or a bank account designated by FIRMA) by agreed means and any Charges, if applicable, before FIRMA provides the Service.

2.11 Payments due to the Client by FIRMA will be paid to a bank account nominated by the Client by agreed means.

2.12 FIRMA shall be entitled to set off against any sums held or received by FIRMA from the Client or on the Client's behalf respecting any amounts owed to FIRMA in connection with or arising from a Service.

2.13 FIRMA may agree to provide a Service by way of wire, electronic funds transfer, bank draft, cheque, or more than one of same, which method shall be agreed to by FIRMA and the Client.

2.14 If the Client desires to cancel the Service after issuance of the Transaction Confirmation or after FIRMA has commenced providing the Service, FIRMA may, at its option, but without obligation, take such steps as it deems reasonably required and the Client agrees to pay all Losses suffered or incurred by FIRMA as a result of any such cancellation.

2.15 FIRMA shall be entitled to cancel any Service irrespective of whether a Transaction Confirmation has been issued or funds have been received by FIRMA in any of the following circumstances:

- a. The Client defaults under Terms and Conditions, or under any other terms, agreements, or arrangements with FIRMA;
- b. If carrying out such Trade Request would be unlawful, illegal, or would contravene the requirements of any laws or regulatory authority; or
- c. The Client becomes insolvent, liquidates its assets, becomes bankrupt, a receiver is appointed, or if the Client is unable to pay its debts as and when they fall due.

2.16 Further, FIRMA shall be entitled to suspend or cancel the supply of any Service if an Extreme Event occurs.

2.17 FIRMA shall advise the Client respecting cancellation of any Service as soon as possible.

2.18 If FIRMA cancels any Service, the Client shall indemnify and hereby agrees to indemnify FIRMA in full against all Losses suffered or incurred by FIRMA as a result of such cancellation.

2.19 FIRMA cannot guarantee the security of data transmitted electronically or by facsimile. The transmission of a Trade Request, Transaction Confirmation, Payment Confirmation, and any acknowledgement is at the risk of the Client.

2.20 FIRMA may record telephone calls with its clients in order to protect the interests of FIRMA and of the Client. In the unlikely event of dispute, copies of such recordings, if made, shall be made available to the Client upon its written request.

2.21 In the event a draft or cheque issued by FIRMA is not received by the Client or the Beneficiary for any reason, the Client shall notify FIRMA as soon as it becomes aware of non-receipt. If the Client requests cancellation and replacement of such lost draft or cheque, FIRMA will require the Client to execute an indemnity in favour of FIRMA to hold FIRMA harmless from and against any and all losses, costs, claims, damages, and expenses incurred by or brought against FIRMA as a result of such loss and in the event the said draft or cheque is found and cashed.

2.22 Subject to these Terms and Conditions, when FIRMA accepts the Client's money, the money is paid pursuant to the particular Trade Request or Service, and upon receipt and after accepting the Trade Request, the money no longer belongs to the Client, but instead FIRMA has a corresponding obligation to pay money in a currency specified in the Trade Request, to the Beneficiary. However, when FIRMA receives or otherwise holds money belonging to a Client or Beneficiary that is not designated to a particular Trade Request or Service, or where or where a Trade Request is not accepted, it will move that money into a client money account as soon as practicable. A client money account may pool money from any number of clients, and is subject to some protection in favour of the Client under Australian law.

2.23 The Client authorises and directs FIRMA Foreign Exchange to:

- (a) retain any interest that is payable on the amounts held in the client money account; and
- (b) pay out of the client money account by way of reimbursement any money that FIRMA is entitled to due to a charge, Margin Call, brokerage expense or other law or legal right that creates an entitlement.

3. FORWARD CONTRACTS

3.01 If the Application includes a request by the Client for a Forward Trading Facility, the Client applies to FIRMA for the establishment of a Forward Contract Facility.

3.02 The Client shall be responsible for all transactions conducted respecting the Forward Trading Facility and shall pay amounts due to FIRMA pursuant to any and all Forward Contracts on due dates.

3.03 The Client may make an order, booking, and enter into a transaction for a Forward Contract either orally or in writing (by e-mail or otherwise) and such agreement and any Forward Contracts as agreed upon as such shall constitute a legally binding agreement between the Client and FIRMA subject to the Terms and Conditions. All Forward Contracts must be signed and returned to FIRMA by the end of the business day that the rate was booked.

3.04 The Client acknowledges that FIRMA will require a Deposit for each Forward Contract entered into by the parties. The Deposit shall be paid by the Client within three (3) business days of the execution of a Forward Contract unless covered by a deposit waiver facility. Further, FIRMA may, in its sole discretion, require payment of a Margin Call from the Client at any time during the term of a Forward Contract prior to its maturity. Any Margin Call required by FIRMA shall be paid by the Client within three (3) business days of request for same by FIRMA. Failure by the Client to make payment of a Deposit or a Margin Call shall constitute a default of the terms of a Forward Contract.

3.05 Any and all Deposits and/or Margin Calls received from the Client by FIRMA are non-refundable until maturity of or final draw down under the Forward Contract in respect of which such Deposit or Margin Call was paid. If the Client defaults on a Forward Contract or the Terms and Conditions, the Deposit and Margin Call, as paid, shall be forfeited and retained by FIRMA as damages but such forfeiture shall not limit FIRMA from seeking further recourse at law or equity respecting its Losses.

3.06 The Client agrees to notify FIRMA no less than two (2) days prior to the maturity of, or draw down under, any Forward Contract and shall, within such time period, provide FIRMA with the details of the Beneficiary of such Forward Contract, the means of payment, and instructions for delivery.

3.07 FIRMA may, at its option, allow the Client to apply any Deposit or Margin Call amount paid by the Client against any balance due from the Client to FIRMA on maturity of, or final draw down under, the applicable Forward Contract in respect of which the Deposit or Margin Call was made. Provided FIRMA agrees, in its sole discretion, the Client may draw down against a Forward Contract at any time within the open period referred to in the Forward Contract. If Deposit(s) or Margin Call amounts are not applied against balance due on maturity as explained in these Terms and Conditions, FIRMA shall, upon completion of the Forward Contract, return the Deposit and/or Margin Call amounts to the Client or shall apply the said sums as may be otherwise directed by the Client.

3.08 Except as otherwise agreed by FIRMA, the Client must pay the full amount due for each draw down (or in respect of the final draw down, the balance due) in Cleared Funds to FIRMA by the maturity date, or, in respect of a draw down, by the value date of that draw down.

3.09 If the Client fails to honour the terms of the Forward Trading Facility, a Forward Contract, or defaults on any of the Terms and Conditions contained herein, the Forward Trading Facility shall be deemed to be terminated as shall any and all outstanding Forward Contracts, at the option of FIRMA. Upon default as aforesaid, the Client shall be liable for any and all of FIRMA's Losses suffered or incurred by FIRMA, including, without limitation, Losses incurred as a result of insufficient funds, returned cheque charges, and the costs of closing out or unwinding of any currency contract FIRMA may have entered into with a third party. The Client agrees to fully indemnify and hereby indemnifies FIRMA and shall pay FIRMA, upon demand, with respect to the Losses as aforesaid.

3.10 The Application made by the Client is subject to approval of FIRMA. Upon approval of the Application for Forward Contract Facility, FIRMA may enter into Forward Contracts with the Client but shall not be bound to enter into Forward Contracts unless the terms of each Forward Contract is agreed upon by both the Client and FIRMA, as set out in these terms and conditions.

4. MARKET ORDERS

4.01 If FIRMA and the Client enter into a Market Order, the Market Order pre-authorises FIRMA to complete the order once the specified currency reaches the rate shown in the Market Order (the "Specified Rate").

4.02 Upon the currency attaining the Specified Rate, FIRMA shall complete the Market Order without further instruction, authorisation, or notification to or from the Client. However, in the event FIRMA fails to fill a Market Order due to the operation of clauses 2.15 or 2.16 of these Terms and Conditions, FIRMA shall not be liable to the Client for any loss or damages whatsoever as a result of FIRMA's failure to complete the Market Order.

4.03 If FIRMA completes the Transaction in accordance with the Market Order, the Client shall pay the applicable cost. In the event the Client fails to complete the transaction in accordance with the terms of the Market Order, and in the event FIRMA suffers any loss, the Client shall be liable for all of FIRMA's Losses incurred by FIRMA as a result of the Client's failure to complete or otherwise honour the terms of the Market Order.

5. REPRESENTATIONS AND WARRANTIES

5.01 The Client represents and warrants to and in favour of FIRMA that:

- a. The Authorised Signatory has the authority to apply to FIRMA for the use of the Services, to make Trade Requests, and to enter into any agreement contemplated by these Terms and Conditions, including, without limitation, Forward Contracts, Market Orders, Transaction Confirmations, and Payment Confirmations and has the authority to make payment for a Service for the Client.

- b. Any Application made by the Client is for its genuine commercial purposes and not for any speculative or investment purposes.
- c. The Authorised Signatory has the authority to bind the Client.
- d. All information provided by the Client to FIRMA is and will be at all times correct. The Client agrees to advise FIRMA of any changes to such information as soon as possible; and
- e. The Client will be using the Service in the ordinary course of the Client's business.

6. CONFIDENTIAL INFORMATION

- 6.01 The Client shall during all times keep information relating to the Service confidential and agrees not to disclose same to third parties, other than as reasonably required during the ordinary conduct of its business or as required to be disclosed by law.
- 6.02 The Client has provided FIRMA with information respecting the Client and its business. The Client authorises FIRMA to:
- a. Make inquiries it deems necessary or appropriate, including, without limitation, inquiries into the Client's credit history, credit references in order to evaluate an Application; and
 - b. Obtain one or more reports respecting the Client, its business, directors, officers, principals, and beneficial owners from a credit reference reporting agency.
- 6.03 The information obtained by FIRMA will be used to provide the Client with Services, make credit related decisions about the Client, and to protect against fraud and money laundering. FIRMA will not disclose the information to unrelated third parties unless:
- a. FIRMA has obtained consent of the Client;
 - b. FIRMA is required or permitted to do so by law; or
 - c. FIRMA is required to provide such information for the purpose of compliance or regulatory recording or the information is given for the purpose of obtaining a credit reference or consumer report referred to above.

7. ANTI-LAUNDERING MONEY LAUNDERING LEGISLATION AND REGULATIONS

- 7.01 For the purposes of this paragraph, "anti-money laundering" means anti-money laundering as is commonly known in the foreign currency exchange business including, without limitation, measures to prevent drug trafficking and terrorist financing. The Client represents and warrants to FIRMA that:
- a. any transaction occurring pursuant to a Service including, without limitation, any transfer of funds will not constitute a breach of any anti-money laundering or exchange control laws or regulations;
 - b. neither the Client, nor any Beneficiary, nor any key employee of the Client are under investigation by any governmental authority for, or have been charged with, or convicted of an offence related to anti-money laundering, drug trafficking, terrorist related activities, or other serious crime. The Client agrees to notify FIRMA forthwith of becoming aware of any such activity or action; and
 - c. if legal or regulatory authorities require additional information relating to anti-money laundering, either in respect of the Client or a particular transaction, the Client agrees to supply at any time such information which FIRMA or any legal or regulatory authority may require.

8. LIABILITY

- 8.01 Without derogating from the generality of the foregoing and in any event, FIRMA shall not be liable to the Client for any sums, expenses, damages, costs or penalties whatsoever, by reason of any delay or failure in performing a Service due to a cause beyond the reasonable control of FIRMA. Further, FIRMA shall not be liable for any incorrect or improper payment arising from a Transaction if same was made in accordance with a Trade Request, a Transaction Confirmation, Forward Contract, Market Order, or Payment Confirmation. In any event, to the fullest extent permitted by law, the liability of FIRMA shall be limited to the sum paid to FIRMA by the Client unless liability of FIRMA arises from fraudulent misrepresentation or other fraudulent action on the part of FIRMA.
- 8.02 The Client acknowledges and agrees that the exclusions and limitations of FIRMA's liability contained in these Terms and Conditions are reasonable having regard to all relevant factors, including the nature and the cost of the Service provided and that same takes into account any appropriate allocation of risk and liability.

9. GENERAL PROVISIONS

- 9.01 All documents, agreements, and applications referred to herein shall be deemed to be validly executed and delivered when executed and delivered by regular mail, facsimile, or by electronic mail.
- 9.02 These Terms and Conditions, in conjunction with an Application, a Trade Request, a Transaction Confirmation, Payment Confirmation, a Forward Trading Facility and/or Forward Contract will constitute the entire agreement between FIRMA and the Client subject to any other specific agreements made in writing between FIRMA and the Client.
- 9.03 The failure or delay by either party to exercise any right, remedy, power or privilege under these conditions will not operate as a waiver of same. Any waiver made by either party must be in writing in order to be effective.
- 9.04 The Client may not assign any of its rights and obligations under these Terms and Conditions or under a Service without the prior written consent of FIRMA. FIRMA may assign its rights and/or obligations provided it notifies the Client in writing.
- 9.05 Any notice made as required by these Terms and Conditions or by any other agreement between the Client and FIRMA shall be deemed delivered:
- a. Five (5) days after sending it by registered or certified mail addressed to the Client at the office address which FIRMA has on record or to FIRMA at its office address where the Service was initiated together with a copy to FIRMA at Suite 400, 10205 101 Street, Edmonton, Alberta Canada T5J 4H5; or
 - b. When received by the addressee when sent by facsimile or electronic mail (and in the case of FIRMA, an additional copy sent to its head office as aforesaid) provided that the notice is received during normal business hours, and if received outside normal business hours, then such notice will be deemed to be received on the next business day of the recipient.
- 9.06 FIRMA may modify these Terms and Conditions by giving the Client notice thereof. When and if the Client receives notice of modification of Terms and Conditions, the Client may continue to use FIRMA's services and if so, shall be deemed to accept the conditions as modified.
- 9.07 Time shall be of the essence. Wherever these Terms and Conditions refer to "business day(s)", same shall mean day(s) during which FIRMA is open for business in the jurisdiction where business is conducted with the Client. Reference to "day(s)" shall mean a calendar day.
- 9.08 This agreement shall ensure to the benefit and be binding upon each of the parties hereto, their administrators, successors and assigns.
- 9.09 If any term or provision of these Terms and Conditions or any document relating to these Terms and Conditions or the application to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of these Terms and Conditions, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by the law.
- 9.10 The headings contained in these terms and conditions are inserted for convenience only and will not affect the interpretation of the Terms and Conditions.
- 9.11 The words importing the masculine gender shall include the feminine and words importing the singular shall include the plural and vice versa for the purposes of these Terms and Conditions.
- 9.12 If there is any dispute between FIRMA and the Client respecting these Terms and Conditions or any other agreements between FIRMA and the Client, such dispute shall be governed and construed in accordance with the laws of the office where a Service was initiated and shall be subject to the exclusive jurisdiction of such laws.

The Client acknowledges receipt of these Terms and Conditions and agrees to be bound by them.