



# MTFX

**Foreign Exchange  
& Global Payments**

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**MTFX USA INC.  
AGREEMENT REGARDING THE TRANSMISSION OF INFORMATION  
AND INSTRUCTIONS AND DATA/RECORDKEEPING**

Agreement between MTFX USA Inc. (herein referred to as "MTFX") and the party identified as "Client" set forth below.

1. Reference is made to the Client Agreement entered into by Client and MTFX pursuant to which MTFX may facilitate foreign currency exchange transactions for Client (the "Client Agreement"). This Agreement is subject to the terms of the Client Agreement.
2. Client acknowledges and agrees that MTFX shall have no liability to Client for any loss or damages incurred by Client resulting from the transmission of electronic data through any MTFX web site or other electronic means, or if MTFX fails to receive any information electronically transmitted by Client, either in whole or in part.
3. MTFX will confirm receipt of any electronic data, information or instruction transmitted by Client through the MTFX websites. However, the failure by MTFX to confirm receipt of any such electronic data, information or instruction shall not invalidate any transactions entered into by MTFX pursuant to the instructions submitted by Client.
4. Any electronic data, information or instructions received by MTFX from Client will be treated as having been duly authorized by Client and MTFX will be entitled to rely on any such electronic data, information or instructions.
5. Client acknowledges and agrees that MTFX will retain records of all electronic data, information and instructions submitted by Client, and that MTFX may record and track all of Client's use of MTFX's services. MTFX will be entitled to use this information for its own internal business purposes.  
  
Records kept by MTFX as contemplated in Paragraph 4 will be conclusive and binding on each part in the event of a dispute or formal legal action between the parties, or between one of the parties and any third party.
6. MTFX will use commercially reasonable efforts to insure that information provided to it by Client will be kept private and confidential, but not less than the efforts it takes to protect the confidentiality of its own confidential information. MTFX will be permitted to use Client's information for the purpose of providing services requested by Client and may disclose Client's confidential information to MTFX personnel and third party service providers to the extent necessary for MTFX to provide services requested by Client. MTFX may also disclose Client's confidential information if MTFX is required to do so pursuant to applicable laws and regulations or in order to comply with other legal requirements.

IN WITNESS WHEREOF, MTFX and Client have entered into the Agreement as of the date set forth below.

**MTFX USA INC.**

\_\_\_\_\_  
Client's Full Legal Name (Print)

By: \_\_\_\_\_  
(Signature of Authorized Officer)

By: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_