



Wholly-owned subsidiary of  
GSTechnologies Ltd (LON:GST)

Company Registration Number 06953910

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## Terms and Conditions

Any business related transaction between ANGRA LIMITED (hereafter referred to as ANGRA) and our clients (as defined below) are to be set forth by Terms and Conditions for each particular service (if available), these GENERAL TERMS AND CONDITIONS, The Money Laundering Terrorist Financing Regulations 2017, Criminal Finances Act 2017, Proceeds of Crime Act 2002, Part 7, Terrorism Act 2008, Bribery Act 2010, Regulation (EU) 2015/847 on information on the payer accompanying transfers of funds, The Transfer of Funds Regulations 2017, The Payment Services Directive which requires money transmitters to register or be authorized with the FCA, the recommendations of the Financial Action Task Force, our internal policies, privacy policies, disclaimers and all other laws and legislation of United Kingdom.

### ANGRA SERVICES INTRODUCTION

For businesses mainly involved in international trade and other financial related services, ANGRA provides the following services:

1. ANGRA online account
2. International payments
3. Competitive FX rates
4. Dedicated customer account manager
5. External and internal transfer of funds between ANGRA customers
6. User friendly payment and software platform

ANGRA's TERMS AND CONDITIONS will be readily available for any client to download on our web site or in hard copy at any of our offices. Any changes to the GENERAL TERMS AND CONDITIONS will be immediately informed on our website and the new amended version will be disposable in our offices and our web site. The client can object to these within 7 days period, after which these new terms will bound our relationship. All our client relationship will be automatically bound by these changes if there is no notification from them in 7 days of the published changes.

### DEFINITIONS

#### Account Holder

Account Holder is a registered legal entity which has any online account agreement with us and complies with the all rights and duties set therein. Any given online account can have only one account holder, but an account holder can have more than one different ANGRA online account.

#### Agreement

This is an Application that is approved and accepted by ANGRA. ANGRA reserves the right to change any of its services and conditions whenever we deemed fit. These changes will be published of our web site and displayed at all our office.

#### Application

This is the standard Application that must be completed and signed by the prospective Client, with all requested documents. By signing and filling ANGRA customer applica-

tion form, the prospective Client accepts all ANGRA's terms and conditions, regulations and supporting legislation. It is ANGRA usual practice that a legal entity cannot become a client without having first been approved by the ANGRA's compliance team and has signed the ANGRA's Terms and Conditions. Our services are available to all corporate entities onboarded as Clients in accordance with the ANGRA's onboarding procedure. To be onboarded as a Client, the applicant must accept the Client Agreement hereunder to be bound by the Business Terms, the Code of Conduct and the Privacy Policy whereupon ANGRA will invite the applicant to the onboarding procedure. During the onboarding procedure, ANGRA will request information regarding the applicant pursuant to applicable law, including, but not limited to any applicable anti-money laundering / counter terrorism regulations. Upon the applicant's completion of the onboarding procedure, ANGRA will carry out Client identification pursuant to applicable law, including but not limited to any applicable anti-money laundering and counter terrorism regulations, before accepting and onboarding the applicant as a Client. ANGRA shall be under no obligation to accept any applicant as a Client. ANGRA shall also in its own discretion be entitled to determine on which terms and conditions an applicant is accepted as a Client. The Client is obliged to notify ANGRA immediately in case of any change in circumstances or facts related to any information provided during the onboarding procedure, including hereunder but not limited to, changes to the type of business, type of products or services, payment flow, geographic location and controlling parties. The client is also obligated to notify ANGRA of any Criminal or Civil sanction. The notifications will allow ANGRA to conduct a required re-assessment of risks associated with the changed circumstances. If the Client fails to notify ANGRA and / or due to such changes is no longer an acceptable Client to ANGRA, ANGRA is entitled to terminate the Client Agreement immediately by giving written notice to the Client. ANGRA has an obligation to maintain up-to-date information on all Clients and may from time to time request additional information which the Client in such cases shall be obligated to provide. The Client agrees to cooperate with ANGRA on all compliance and operational related matters, including but not limited, to anti-money laundering, counter terrorist financing, and similar legal and regulatory obligations applicable to ANGRA and the Client. The Client agrees to respond to ANGRA's urgent (as defined by ANGRA) requests for information e.g. on specific transactions and beneficiaries and provide all relevant KYC documentation as soon as possible, and no later than within two (2) Business Days, from the receipt of the request from ANGRA. For less urgent enquiries for information e.g. prior to ordinary annual compliance review, the Client agrees to respond as soon as possible and no later than within seven (7) Business Days from the receipt of the request from ANGRA. If the Client does not comply with requests for information, ANGRA is entitled to suspend and block the Client's Accounts or terminate the Client Agreement in accordance with these General Business Terms. Once the Client has been duly onboarded and accepted, one or more online accounts will be set up in the name of the Client.

ANGRA Ltd, company registered in United Kingdom under company registration number: 06953910 and its agents;

ANGRA is also authorized to outsource its processing systems and FX services to its bank partners as well as any other third-party companies.

#### **Authorized Person**

An Authorized Person is an individual that has been granted full powers by the Account Holder to manage all transactions with the online account(s) or authorized to perform a specific transaction. This Authorized Person can either be a company representative with full contractual capacity, i.e. Directors or Secretaries, or any individual to whom the Account Holder grants a written, witnessed and signed authorization detailing his powers and term (if any). This authorization can be withdrawn at any time, in writing. The Authorized Person and the Account Holder shall hold joint and individual liabilities for all orders and instructions given.

#### **Client**

After fulfilling all requirements to open any given online account, the Account Holder will be considered our client for all legal matters.

#### **Correspondent Bank**

This is a financial institution that performs services on behalf of another financial institutions in a banking centre where this latter one is not represented.

#### **Certified Digital Signature**

A Certified Digital Signature is a proof that the Client has executed the transaction online by means of verifying his login and password and replaces the Authorized Person's signature.

#### **Electronic Transactions**

These are all transactions that go through our Internet website using the Client's personal login and password that will act as a certified digital signature for all legal matters.

#### **External Transfer**

This is any transfer that involves a Correspondent bank or Financial Institution.

#### **Fees**

Fees are the various charges for the services provided by ANGRA.

#### **Internal Transfer**

This is any transfer between two ANGRA Accounts.

#### **Internet Login and Password**

This is the secret identification used for the execution of Electronic Banking Operations through the Internet. Each Client receives a unique Internet Login and Password code that is prepared using the strictest safety measures. This Internet Login and Password is delivered to the Client by e-mail.

#### **Order**

Any instruction made by the Authorized Person on behalf of the Account Holder in order to debit or credit their account. The Order may be made by electronic means via our software once the client is within ANGRA software system.

#### **Security Deposit**

This is an amount deposited by the Account Holder held as collateral by ANGRA for certain banking transactions to cover future debts or charges.

#### **We / Us / Our:**

**ANGRA LIMITED**

#### **Liabilities**

ANGRA is not in any way responsible for damages or losses that occur due to "Force Majeure" or Acts of God, which shall be broadly defined for these terms as circumstances beyond the party's reasonable control, among other things: acts or omissions of authorities, acts of terrorism, new or

amended legislation, disturbances, blockade, lockouts, riot or civil commotion, or any other public network communication or transport failure, strike, boycott, war, fire, flood or other natural disaster, or any other similar circumstance. Any party affected by this circumstance is required to immediately notify the other party the existence of the said circumstance, the duration and expected termination of such event. ANGRA therefore cannot be held liable for any losses or damages of caused by normal banking transactions executed during these said events and that were beyond our control.

#### **False or incorrect information**

If the Client provides misuses, false or incorrect information at any time provided by the clients to us, ANGRA will not be held responsible for any damages or loss that may arise to the client or third parties consequently to this.

#### **Loss of personal documents or mal use by third parties**

ANGRA is not liable for any damages that arise from the loss the Internet Login or Password, nor for any indiscretions on the part of a Client. The client shall take into consideration all safety measures and instructions issued by us. These circumstances shall be immediately reported to ANGRA when the client lost its internet login or password. ANGRA is not liable for Client losses that arise due to Clients negligence, imprudence or failure to stop any personal device. Internet Login, Password, and the Digital Signature is within the Client's personal data and should always be within his reach, thus in no way are we responsible for damages or losses that occur due to lost or stolen once the three are used together. To prevent and combat money laundering, in other words the use of crime gained funds through legal banking transactions, ANGRA applies and abides to the rules and regulations defined in applicable international treaties. ANGRA has the right to immediately offset against Clients current balance any financial loss caused directly and indirectly by its Clients and Clients payments in regards to payment investigation, legal investigation, legal fees, loss of income and loss of sales caused by the investigation, loss of bank account, accounts being frozen and FX losses.

#### **AUTHORIZATION**

##### **Verification of the order**

Before executing payment orders and other instructions, ANGRA shall check the validity of the Client as follows:

- a) In the case of the Internet ANGRA facility, the order authority will be verified by the Client Login and Password.
- b) If the Client's entitlement to operate an account has been cancelled, the Internet Login and Password cannot be used for further orders.

ANGRA shall not be liable for any consequences resulting from the execution of any false or forged Order if it is shown that, even after diligent examination, it was impossible to discover the falseness or forged nature thereof.

##### **Right of disposal of Account Holders**

If the Client's entitlement to operate an account has been cancelled, the Internet Login and Password cannot be used for further orders.

#### **ORDERS**

##### **Receipt of orders**

All orders given to ANGRA should be made through the Internet ANGRA system when the client access ANGRA system with their own login details. All orders must have the name and number of ANGRA accounts, both the Client's and the target account. ANGRA is not responsible for the correctness of the data concerning the target account, and is in no way responsible for verifying the correctness of the said data, this ANGRA can in no way be liable for any loss or damage that may arise due to incorrect target account names or numbers. ANGRA provides all our clients with an Internet Client Login and Password. ANGRA is entitled to

execute those Orders given by the client and received by ANGRA, and to debit and credit an account in accordance with these general TERMS AND CONDITIONS.

#### **Forwarding of Orders, involving a Corresponding Bank**

Unless specified in the Order itself, ANGRA chooses the method of forwarding Orders. If the client chooses the forwarding order method, this is executed at the expense and risk of the client. ANGRA can only be held responsible for any damage arising from forwarding errors, misunderstanding with the Client or the Correspondent Bank or other organizational units of ANGRA. ANGRA is entitled to use the Correspondent Bank in the execution of Orders, but if the Client nominates a Correspondent Bank ANGRA is not liable for any subsequent losses.

#### **Processing of orders**

Orders are processed on the next Banking day with regards to UK Time Zone following receipt of the Orders. Credit Orders in the Client's favour are processed on the next Banking day following the credit amount being lodged with ANGRA.

ANGRA will only process Client orders if there are enough funds in the Client's account to cover the Order and all related charges, and costs. ANGRA does not execute partial payments. Costs and losses arising from nonexecution due to insufficient funds are charged to the Client in the full.

#### **ANGRA FEES**

Fees or charges are levied on the Client's account for use of ANGRA facilities, either as a fixed amount or as a percentage of the amount of the transaction. The Client's account is debited for any additional expenses incurred during the processing of Client Orders: e.g. courier fees, third party charges or commissions related to any of ANGRA products or services.

ANGRA is entitled to amend the Fees at any time and Clients can obtain information about amendments through ANGRA website. If a Client agreement contains a special regime of interest and/or charges and commissions different from those indicated in the ANGRA website, these conditions can only be modified in such manner as is defined in the Agreement.

#### **INTERNATIONAL PAYMENTS**

In order to make an international transfer, ANGRA clients' need to make sure that all the necessary information is provided to complete the transaction as follows:

1. The full name and address of the Beneficiary's Bank;
2. SWIFT Code;
3. Beneficiary's account number (IBAN if European country);
4. ABA (if U.S. bank account);
5. Beneficiary's full name, e.g. EDWARD MATTHEW JONES or XYZ PTY LTD;
6. Beneficiary's full residential address, including city and country;
7. Your full name, e.g. JOHN CHARLES SMITH or ABC COMPANY LTD;
8. Your full residential address, including city and country;
9. Your account reference number; and
10. A support document needs to be attached for each transaction;
11. Reason for payment;

The Client is obliged to ensure that all Instructions are complete and accurate. In case the Client requests to cancel or modify an Instruction, ANGRA is required to use reasonable efforts to comply with such request. ANGRA will not be liable for any failure to cancel or modify such an Instruction. ANGRA may refuse, in its sole discretion and without liability, to action or delay action on any Instruction from the Client if the Instruction:

- Has not been properly authorised by the Client or that any other breach of security has occurred in relation to the Client's use of the Services or

- Would grant an informal overdraft facility and / or exceed a general limit imposed by ANGRA in relation to the Client's Accounts with ANGRA
- Involves a Transaction that is not within the internal acceptable risk scope of ANGRA or ANGRA' correspondent banks including but not limited to the Code of Conduct
- or it is an Instruction that in the opinion of ANGRA implies a risk of participating in a scheme that potentially could be money laundering, terrorist financing or other criminal activities
- or the Client does not comply with the relevant terms of their Agreement or these General Business Terms
- If the details are inaccurate or incomplete

In the event of ANGRA refusing to action or delay the action of an Instruction, ANGRA will inform the Client as soon as reasonably practicable. ANGRA will not be liable in any way to the Client in case of the Client's loss because of a decision not to act or to delay the action of an Instruction under these circumstances. The Client shall indemnify and keep ANGRA indemnified against all actions, proceedings, costs, losses or damages of any kind that ANGRA, its parent company, subsidiaries or associated companies may suffer because of handling the Client's Instruction or because of the Client's failure to comply with its obligations under the Client Agreement hereunder the Business Terms, Privacy Policy and the Code of Conduct.

Incoming Credits to the Client's ANGRA online Account The Client's Accounts shall be used for handling all payments to the Client and shall be credited with all incoming payments. All credits sent to ANGRA require appropriate sender KYC, source of funds, purpose of transaction and supporting documentation. An incoming payment shall be credited to the Client's relevant Accounts on the same Business Day provided that the payment is received by ANGRA before the applicable cut-off time or on the following Business Day if the payment is received after the applicable cut-off time, unless ANGRA assesses that the funds shall be held by ANGRA as security against any liability that the Client owes ANGRA. ANGRA shall be entitled to defer crediting the Client's Account for such period as ANGRA in its reasonable discretion considers appropriate, any sum that would otherwise be due to protect its position with respect to any liability owed by the Client to ANGRA, whether actual or anticipated. The applicable cut-off times are defined in the Client Agreement or informed to the Client in any other ways by ANGRA. If charges and fees due by the Client cannot be covered from the Client's Fee Account, the Client authorises ANGRA immediately and without notice to transfer funds from the Client's other Accounts to satisfy any amount owed by the Client to ANGRA. ANGRA may reverse amounts transferred into the Client's Accounts by obvious mistake on the part of ANGRA, for example if the same amount is transferred twice. The same applies where ANGRA (according to agreements with its correspondent banks) is under obligation to reverse amounts. If ANGRA reverses an amount, the Client will be notified hereof.

#### **Minimum Balance in the ANGRA online Account**

All ANGRA clients need to make sure that they hold minimum balance in their respective online accounts as follows:

Minimum Balance (Account currency USD) 10,000 USD  
Minimum Balance (Account currency EUR) 500 EUR  
Minimum Balance (Account currency GBP) 500 GBP

#### **TERMINATION OF AGREEMENT**

##### **Standard closure of accounts**

A Client can close their online account with ANGRA by giving thirty (30) days written notice. The closure commences on the day a party issues the written notice. Once the closure has come into effect the Client can no longer give instructions concerning accounts, and ANGRA may reject any such instructions. Once the closure is effective ANGRA stops all related services. Any funds remaining after the closure of the online account will be transferred to any other

external business bank account as indicated in the closure notice.

#### **Extraordinary Closure**

ANGRA is entitled to close a Client's on line Account and any related accounts or other business relations or delivery of products marketed on ANGRA website instantaneously and with immediate effect if the Client fails to respect his or her Agreement with ANGRA or if the Client's activity violates the legal regulations ( inter alia international regulations against money laundering ) or violates the interests of ANGRA and refund cannot be claimed when products, services or consultancy work has been initiated.

#### **Settings off claims**

If the Client owes money to ANGRA, ANGRA is entitled to defer any payment Orders and can also set off its own claims against any credits for the Client's online account.

#### **Performance on Due Diligence by ANGRA**

While ANGRA has an agreement with the client, ANGRA has the right to verify that the Client is entitled to initiate the requested transaction, and to check the data registered with ANGRA. Provided these requests are reasonable the Client cannot object to these control procedures. If the Client does not comply with such a request for supplementary information or verification, ANGRA is entitled to refuse any Order and may, if it thinks fit, terminate the Agreement with notice.

#### **DISCLAIMERS**

##### **Banking Secrecy**

Any and all data in our possession that relates to the client's financial, economic or personal environment or circumstances are completely confidential and secret. All parties that in the due course of business transaction who is in possession by any means of privileged confidential data has the same duty to keep such secrecy without time constraint.

##### **Inheritance**

A person inheriting the balance of an account acquires the right of disposal only after proof of the execution of the legal testament has been presented to ANGRA. Such a person does not become the Account Holder; therefore his/her instruction may only extend to the transfer of the final account balance, after the deduction of relevant closing costs and charges.

#### **Intellectual Property**

The trademarks, logos, marks, all its content and other Intellectual Property content on this site and in any of our forms and letters are our property and may not be used without our permission. The client or any third party shall not reproduce, modify or create any other document that is based on ours by exact similarity.

#### **Privacy Policy**

All information given to ANGRA by its clients is kept in the strictest confidence; this includes all application forms, declaration of Source of funds forms and all other communication between the client and ANGRA. Certain information can only be divulged to certain local authorities if a judge order is obtained under the due process of law in UK, on the reasonable suspicion that New Zealand laws are being contravened. Law Strictly forbids it for anyone who performs his duties or exercises his functions to disclose any information this received.

#### **Severability**

If any of the provisions set forth by these terms and conditions are held to be void, illegal or unenforceable, in whole or in part, such provision or part will be deemed not to form part of these Terms and will not affect the enforceability of the remainder of these Terms.

#### **Waiver**

Our right to waiver any breach of these conditions by the client does not exempt us from willing to enforce this agreement in future breaches.

#### **APPLICABLE LAW AND JURISDICTION**

The applicable law concerning any interpretation or the enforcement of the provisions of these TERMS AND CONDITIONS are the laws of UK. The jurisdiction is responsible judicial court is the High Court of Justice, UK.

#### **Declaration**

By signing below, I/we declare, I/we have read, understood and agree with the above TERMS and CONDITIONS and further understand that these are abridged and will apply in conjunction with any other Terms and Conditions published and updated from time to time on the website. I/we will not use the account if I/we do not agree with any other terms and conditions.

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Signature:

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Print name:

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Position:

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Date:

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Company:

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Company registration:

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