

INDIVIDUAL TERMS & CONDITIONS
OF AHLI UNITED BANK (UK) PLC
GOVERNING ACCOUNTS AND SERVICES

1. Introduction

1.1 Application

These individual terms and conditions (the "**Terms & Conditions**"), as amended or replaced from time to time, apply to all clients ("**Clients**") of Ahli United Bank (UK) PLC (the "**Bank**") that are individuals. Separate sets of terms and conditions apply to clients of the Bank that have been classified as "Corporate Clients" or "Government Entity Clients". These Terms & Conditions are effective from and including 1 February 2022.

1.2 Purpose of these Terms & Conditions

Please read these Terms & Conditions carefully and retain them for future reference. They provide important information about your relationship with the Bank. These Terms & Conditions, together with the terms and conditions of any Supplementary Service Agreements, the Account Application Form, the Tariff of Charges and any other applicable supplementary documents, represent the terms of the agreement between you and the Bank. By signing the Account Application Form, or by continuing to use your Account(s), you accept these Terms & Conditions.

The purpose of these Terms & Conditions is to set out the basis upon which the Bank agrees to provide one or more Services to you from time to time.

To help you understand what certain of the features of your Account(s) mean, the Bank maintains a glossary of industry standard terms and definitions. Where relevant, the Bank has used such terms in these Terms & Conditions. You can find the full glossary on our website or you can ask the Bank for a copy.

1.3 The Bank's Details

The Bank is registered in England and Wales with Company Number 00877859. The Bank's registered office is at 35 Portman Square, London W1H 6LR, United Kingdom.

The Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Bank's Financial Services Register number is 131818. The Bank's regulated status can be confirmed by checking the Financial Services Register, which can be accessed on the FCA website (www.fca.org.uk). Alternatively, the Bank's authorised status can be confirmed by contacting the PRA, which is a subsidiary of the Bank of England, by telephone on +44 (0)20 7601 4878 or by post addressed to the Bank of England, Threadneedle Street, London EC2R 8AH, United Kingdom.

1.4 FSCS and Client Money

The Bank's primary regulatory status is that of a credit institution, meaning that, when it receives money for you, it holds that money as a deposit with itself in an Account in your name as banker. In the event of Failure of the Bank, money held as a deposit in an account in your name may, depending on your status, fall within the scope of the FSCS referred to in Section 2. The Bank is not holding funds as a trustee in accordance with the FCA's client money rules and there are no circumstances under which it will cease to hold money for you as banker and instead hold the money as trustee under the client money rules. In the event of a Failure of the Bank, the FCA client money distribution rules will not apply to those deposits in your Account and you will not be entitled to share in any distribution under the client money distribution rules.

In addition to holding money as a deposit, the Bank may receive and hold money where you transfer full ownership of money to the Bank, in which case you no longer have a claim over that money and the Bank can deal with it on its own right. For example, if the transfer is a payment in advance for the purposes of securing the Services, the money is not protected under the client money rules or the rules applicable to deposits and there is no entitlement to share in any distribution under the client money distribution rules or the deposit protection scheme. In such circumstances, a claim in respect of the non-performance of any services already paid for would need to be submitted to the relevant liquidator, receiver or administrator, or trustee in bankruptcy in the event of the Failure of the Bank.

Where the Bank provides custody and administration services, if the Bank becomes aware of a shortfall in the quantity of assets that its records show should be held for you and concludes that it is responsible for the shortfall, it will appropriate a sufficient number of its own assets to cover the value of the shortfall and hold them for you under the custody rules in such a way that those assets will be available for distribution to you in the event of the Failure of the Bank until the discrepancy can be resolved.

1.5 Structure of these Terms & Conditions

These Terms & Conditions are structured as follows:

- Section 1** **Introduction** – Sets out the Bank's agreement with you.
- Section 2** **Terms and Conditions for All Services** – Sets out the terms and conditions which apply to all of the Services provided under these Terms & Conditions.
- Section 3** **Payment Accounts and Services** – Sets out the terms and conditions of the Framework Contract specific to the Bank's payment services on your Account(s).
- Section 4** **Investment and Custody Services** – Sets out the terms and conditions specific to the Bank's investment and custody services.
- Section 5** **General Banking Services** – Sets out the terms and conditions specific to the Bank's deposit products and services.

1.6 Definitions and Interpretation

Unless the context requires otherwise, the following defined terms have the meanings provided below:

“Account Application Form”: The Account Application Form that you are required to complete in order to open the Account(s).

“Account(s)”: One or more accounts in your name operated and maintained by the Bank that are subject to the terms and conditions of the Agreement.

“Agreement”: The agreement between you and the Bank, as set out in these Terms & Conditions, any Supplementary Service Agreement(s), the Account Application Form, the Tariff of Charges and any other applicable supplementary documents.

“Arranged Overdraft”: Has the meaning given to it in Section 5.5(c).

“ATM”: Automated Teller Machine. A machine from which cash is dispensed and certain other services may be available and for which your Card is used in conjunction with the PIN.

“ATM Transaction”: Any transaction carried out at an ATM.

“AUB”: Ahli United Bank.

“Available Balance”: Funds which have cleared on your Account(s) and any unused amount within any borrowing limit agreed with the Bank.

“Business Day”: Any day other than Saturday, Sunday and bank and public holidays in England and Wales.

“Business Hours”: 09:00 to 17:00, with counter services operational between 09:30 to 16:00 in London on Business Days, with the exception of (a) the last Business Day before the Christmas bank holiday or public holiday when Business Hours end at 13:00, (b) the last Business Day before the New Year bank holiday or public holiday when Business Hours end at 15:00, and (c) in exceptional circumstances, the Bank may publish alternative Business Hours on its website.

“Call Deposit Account”: A Call Deposit Account opened in accordance with Section 5.1 of these Terms & Conditions.

“Card”: A Visa debit card (including any renewal, replacement, or additional card) that the Bank provides under these Terms & Conditions.

“Card Not Present Transaction”: Any Debit Card Payment that is carried out in circumstances where the Card is not presented to the Merchant, including but not limited to Debit Card Payments carried out over the telephone or the internet.

“Card Present Transaction”: Any transaction that is carried out in circumstances where the Card is physically presented to the Merchant, either in person or via a card reader or terminal.

“Cheque”: A cheque from the cheque book provided to you by the Bank from time to time for drawing on your Account.

“Continuous Payment Authority”: a recurring debit card payment from your Account(s).

“Custody Services Agreement”: The Supplementary Service Agreement between you and the Bank containing the terms and conditions governing the provision of custody services.

“Data Protection Laws”: Any applicable law relating to the processing of personal data or data privacy in force from time-to-time, including: (i) the UK Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time-to-time, in the UK; and (iii) any successor legislation to the GDPR in the UK.

“Debit Card Payment”: Any transaction that is carried out with the Card, including but not limited to Card Present Transactions, Card Not Present Transactions and ATM transactions.

“Direct Debit”: An instruction to the Bank to accept regular debits for varying amounts to your Account(s) from someone (including the Bank) whom you have authorised to collect such payments.

“EEA”: European Economic Area.

“Events of Default”: The events of default set out in Section 2.9.

“Failure of the Bank”: An event relating to the Bank that results in the appointment of a liquidator, receiver or administrator, or trustee in bankruptcy, or any equivalent procedure in any relevant jurisdiction.

“FCA”: Financial Conduct Authority (which term shall include such other regulatory body or bodies as may replace or succeed the FCA from time to time).

“FCA Rules”: The rules of the FCA.

“Flexi Deposit Account”: An Account opened in accordance with Section 5.2 of these Terms & Conditions.

“Framework Contract”: This has the meaning given to this term in Section 3.11(a).

“FSCS”: The Financial Services Compensation Scheme, which is the UK’s Deposit Protection Scheme.

“Group”: Ahli United Bank B.S.C., its subsidiaries (including but not limited to the Bank), associated and affiliated companies and their branches.

“Investment Services Client Agreement”: The Supplementary Service Agreement between you and the Bank containing the terms and conditions governing the provision of investment services.

“Joint Account”: An Account that is held by two or more individuals.

“Merchant”: Any person who accepts the Card as payment for goods, services or cash.

“Notice Deposit Account”: An Account opened in accordance with Section 5.3.

“PIN”: A personal identification number the Bank issues for use with the Card.

“PRA”: Prudential Regulation Authority (which term shall include such other regulatory body or bodies as may replace or succeed the PRA from time to time).

“Relationship Manager”: Where applicable, the officer of the Bank allocated to look after your Account.

“Security Details”: Any details that you use as part of any security process to make or authorise a payment. This may include details such as your passwords, security codes or other information that are used for such purposes.

“Services”: Any payment, investment, custody and/or general banking services provided by the Bank to you.

“Special Presentation”: The process for finding out the decision on a presented cheque. This will not affect the clearing of the cheque or how quickly the funds are made available. Special Presentation allows you to know with certainty whether a cheque will clear or not.

“Standing Order”: An instruction by you to the Bank to make a regular payment of certain amount(s) on fixed periodic dates to someone (including the Bank) whom you have nominated to receive such payments.

“Supplementary Service Agreement”: an agreement between the Client and the Bank in relation to particular products or services that may be provided by the Bank from time to time.

“Tariff of Charges”: A separate document that lists the Bank’s standard charges, interest and fees, as amended from time to time.

“TPP”: Third Party Provider. You can use TPPs to give you consolidated information on payment accounts held by you with the Bank and other banks, or to initiate payments on your behalf from your online payment Accounts. TPPs must be authorised by law to provide these services.

“Unarranged Overdraft”: Has the meaning given to it in Section 5.5(d).

“You or your”: The Client in whose name(s) an Account is opened or for whom Services are provided.

The headings in this document are for convenience of reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

If a provision in these Terms & Conditions refers to a communication, notice, agreement or other document "in writing", then, unless the contrary intention appears, it means in legible form in the English language and capable of being reproduced on paper, irrespective of the medium used.

2. Terms and Conditions Applicable to All Services

2.1 Availability of the Services

- (a) Services that you request will be made available by the Bank after completion of the Account Application Form, any relevant Supplementary Service Agreement(s) and any other documentation required by the Bank. You will need to complete and sign a new Account Application Form each time you wish to open a new Account with the Bank.
- (b) All requests for Services are subject to the Bank's acceptance which, where applicable, will be followed by the Bank opening an appropriate Account for you or on your behalf. The Bank will undertake whatever due diligence enquiries it, in its sole discretion, considers necessary to comply with its legal and regulatory responsibilities and may decline to accept any request for all or any part of the Services without explanation. When considering any application for Services, the Bank cannot specify how long its due diligence process may take and will not accept responsibility for any costs or losses incurred by any applicant attributable to the application process. You must maintain an Account with the Bank at all times while you are utilising any of the Services.
- (c) Subject to the terms of any relevant Supplementary Service Agreement, or as otherwise agreed, all Services will be uncommitted and may be withdrawn or required to be repaid at any time. The continued availability of any Service will be subject to the Bank's consent, in its sole discretion, and to the fulfilment by you of such conditions as the Bank may require. Upon each request or utilisation of any Service, you represent that you are the legal and beneficial owner of, or are otherwise authorised to deal with, the funds and assets in the relevant Account(s) and that all information the Bank holds about you is accurate and up to date.
- (d) You may open and hold Accounts as an individual or jointly with others. With Joint Accounts, upon the death of any of the Account holder(s), the funds and assets in the Joint Account will be held to the order of the survivor(s), subject to the rights of the Bank as set out in these Terms & Conditions or any applicable Supplementary Service Agreement.
- (e) For Joint Accounts, each Account holder is jointly and severally (individually) liable for the payment of any debt or other obligation or liability on such Accounts. This is known as "joint and several" liability.

The Bank may demand repayment or take action to recover fees, charges, debts or repayments owed to the Bank in respect of the Joint Account against any one of you, or all of you.

If any one of you wishes to remove yourself from a Joint Account, written instructions must be submitted by all of the signatories on the Account. The outgoing Account holder(s) will continue to be liable under this Agreement pending their removal from the Account.

- (f) Based on your individual circumstances and the levels of relevant business conducted with the Bank, the Bank will categorise your Account(s) as either a Retail Banking, Private Banking or Premium Banking Account or as otherwise advised for the purposes of determining the Services for which you will be eligible, the fees and charges applicable to those Services and, if applicable in relation to those Services, the nature of regulatory protections available to you. Such categorisation will be notified to you in the Account Application Form for your Account(s)

or separately in writing at the time you open your account and is separate from any client classification made under Section 2.5.

2.2 Communications

- (a) The Bank may contact you by post, telephone, fax or other media (which in these Terms & Conditions includes any form of electronic message) using the latest mail or e-mail address, fax or telephone number you have provided to it.
- (b) You can contact the Bank in writing at the following address: Ahli United Bank (UK) PLC, 35 Portman Square, London W1H 6LR, United Kingdom. You can contact the Bank by telephone at +44 (0)20 7487 6500 and by fax at +44 (0)20 7487 6808. You can also contact the Bank via the secure messaging facility provided with the Bank's My E-banking internet banking service, by e-mail via the Contact tab on the homepage of the UK section of the AUB Group website (www.ahliunited.com) or by e-mail to aubuk.info@ahliunited.com. These contact details apply to all products and Services mentioned in these Terms & Conditions unless otherwise specified.
- (c) The Bank may audit, monitor, access and record any telephone calls, voicemail messages, faxes, e-mail and data accessed, sent from, received by and/or stored upon its IT and Communications systems, in line with the Data Protection Laws, for the following purposes:
 - (i) establishing the existence of facts relating to the transaction of business or carrying on business;
 - (ii) monitoring whether the Bank's IT and Communications systems are being used legitimately and determining whether the communications and data retained are relevant to the Bank's business;
 - (iii) monitoring standards achieved by users of the system to ascertain or demonstrate the standards which are achieved or ought to be achieved by persons using the system in the course of their duties;
 - (iv) securing effective system operation and investigating or detecting the unauthorised use of that or any other system;
 - (v) assisting in the investigation of wrongful acts and preventing and detecting crime; and
 - (vi) for the purpose of compliance with applicable laws and regulations.

For details on how the Bank processes data in accordance with the Data Protection Laws, please refer to Section 2.7.

- (d) All communications concerning Account(s) and/or the Services will be conducted in the English language unless a representative of the Bank agrees at the time of any telephone call or other communication to conduct it in another language.

2.3 Acting on your Instructions

- (a) As part of the Account Application Form process, you must provide the Bank with a completed Account Application Form containing details of who is authorised to give instructions on your behalf with respect to any Account(s) and Services you may open/request and specimen signatures for such individuals. If you authorise the Bank to contact individuals who are not authorised signatories under the Account Application Form in order for the Bank to confirm the instructions it receives on your behalf, you must provide the Bank with the names, job titles and telephone contact details of the individuals that you have appointed to make such confirmations. You must also provide the Bank with details of any limitations that you have placed upon the amount or type of instructions that your appointees may confirm. If you authorise the Bank to permit individuals who are not authorised signatories to collect cash from your accounts, you must provide the Bank with the names, job titles and personal identification details of those individuals. You must also provide the Bank with details of any limitations that you have placed upon the amount of cash that your appointees may collect.
- (b) Subject to the terms and conditions of the Agreement, the Bank is authorised but not obliged to act on instructions given:
- (i) in a document bearing the original signature(s) of the individual(s) authorised under the Account Application Form to instruct the Bank on your behalf; or
 - (ii) by telephone or fax; or
 - (iii) by other electronic means, including by use of your Card, by the secure messaging facility provided with the Bank's My E-banking internet banking service, by the Bank's mobile banking app, by e-mail, or via the AUB B2B system.
- (c) If you give instructions in person or by telephone, the Bank may require you to confirm those instructions in writing.
- (d) Before the Bank acts on faxed or e-mailed instructions, it may contact you by telephone to confirm those instructions. The Bank may also contact you by telephone from time to time to confirm documents that bear your original signature or any other form of instruction. The Bank reserves the right not to act on any such instructions if it is unable to contact you or if, in its sole discretion, it has any doubt as to their authenticity. In certain circumstances, such as those involving large transactions, in order to prevent financial crime the Bank may require two different callers to contact you to confirm that the instructions are genuine and accurate. Calls made by or on behalf of the Bank may also require confirmation of different Security Details in order to counter the potential for fraud. Where two calls are required, you may be informed by the first caller that a second call will follow before the instruction will be acted upon.
- (e) Unless detailed otherwise in these Terms & Conditions or any relevant Supplementary Service Agreement you can only cancel instructions that you have given to the Bank if the Bank has not already acted upon them.
- (f) The Bank can refuse in its sole discretion to act on any instruction in any of the following circumstances:

- (i) the Bank suspects that an unauthorised person is attempting to access your Account(s);
- (ii) the Bank has reason to believe that you did not give it the instruction;
- (iii) the instruction is not clear or, in the case of payment transactions, contains insufficient details; and/or
- (iv) the Bank believes that, by carrying out the instruction, it might break the law or other regulations, codes, policies or duties which apply to it.

The Bank will notify you as soon as reasonably practicable of any such refusal. Where possible, the Bank will also notify you of the reasons for the refusal and any steps you may be able to take to rectify the instruction, unless such notification would be unlawful. In relation to any non-payment matters, other than to confirm that the Bank acted in accordance with its legal and regulatory responsibilities, the Bank shall not be required to further justify or explain its actions.

- (g) There may be a delay in executing your instructions while the Bank carries out any necessary due diligence, including monitoring or fraud prevention checks.
- (h) The Bank may restrict the scope of instructions that it is prepared to accept by the methods set out in Sections 2.3(b)(ii) and (iii) from time to time. The Bank may vary these restrictions at any time with immediate effect. The Bank will tell you if it cannot act on your instructions.
- (i) When you instruct the Bank to make payments from your Account by written or telephone instruction, Standing Order, Wire Transfer (SWIFT), B2B or using the Residential Property Payments service as detailed in Section 3, the Bank is under a legal obligation to provide your name, address and Account number to the beneficiary's bank. You are also required to provide the Bank with the purpose of all payments and to supply the Bank with any further detail or supporting documentation that the Bank may reasonably request.
- (j) You acknowledge and agree that you are responsible for providing the Bank with full and correct beneficiary details, purpose of payment, bank account numbers and codes when making payments by written or verbal instructions, Standing Order or Wire Transfer (SWIFT / Faster Payment) as detailed in Section 3 and for any losses that you may incur as a result of incorrect details being supplied to the Bank. For the avoidance of doubt, this will include, but not be limited to, payments that are delayed, returned to the Bank, or credited to an incorrect beneficiary from whom authorisation is required for the payment to be returned. The Bank will deem all payment instructions submitted to it by electronic means (including SWIFT) as having been correctly input and the Bank will not be obliged to recall any payments made incorrectly as a result of incorrect payment instructions. While the Bank will make reasonable efforts to recover the funds involved in the payment transaction, it cannot guarantee that funds will be recovered. The Bank may charge you a fee for this service and will pass on to you any external costs that it incurs in making such efforts.
- (k) You are responsible for providing any third party who is arranging payments to your Account(s) with the correct routing and account details as specified in Section 3.1 and for any losses that you may incur as a result of incorrect details being supplied or used. For the avoidance of

doubt, this will include, but not be limited to, payments that are delayed, returned to the remitting bank or credited to an incorrect beneficiary from whom authorisation is required for the payment to be returned.

- (l) Effecting your payment instructions may involve routing payments via other banks which may be in the UK or in other jurisdictions. Such banks may have internal policies or be subject to legal and regulatory requirements that require them to refuse, return, make further enquiries about or freeze payments in accordance with such policies and requirements. In the event that a payment you have instructed the Bank to make is delayed temporarily, returned to the Bank or impounded or frozen, you agree that the Bank is not liable for any resultant loss, either of the sum transferred or for any other related or consequential loss. The Bank will advise you of the situation as soon as reasonably practicable and, at its sole discretion, try to ascertain what actions are required in the event that you or the Bank consider that any appeal or application for the release of the payment is justified. However, any action the Bank can take to assist you will be dependent on the individual circumstances and the Bank is not obliged to take any action unless fully indemnified by you for any associated costs. In order for the Bank to comply with relevant laws, rules and/or regulations, it may not be possible to provide you with a reason for any delay.
- (m) The Bank is not obliged to refund your Account(s) if it can prove that a payment was received by the payee's bank. It is the responsibility of the payee's bank to credit the account of the payee or otherwise to make the payment available to the payee, as appropriate.
- (n) If the Bank credits your Account in respect of a bona fide and properly authenticated instruction received but the actual payment is delayed, impounded or frozen by any bank involved in its transmission or it is otherwise not received by the Bank, the Bank reserves the right to reverse such credit from your Account notwithstanding that it may create or increase an Unarranged Overdraft.
- (o) Subject to you notifying the Bank in accordance with Section 3 that a payment was not authorised by you, the Bank will refund to your Account the amount of the payment and any fees and/or interest and charges directly incurred on your Account as a result of the payment or which would not have been incurred or would have been earned on your Account had the unauthorised payment not been made unless the Bank can show (other than where it is prohibited by applicable law) that you or any of your authorised signatories or representatives have:
 - (i) authorised the payment;
 - (ii) agreed to allow someone else to use your cheque book, Card or Security Details to make the payment;
 - (iii) acted fraudulently;
 - (iv) intentionally, or with gross negligence, disclosed your PIN or Security Details to someone else;

- (v) intentionally, or with gross negligence, failed to comply with the requirements of Section 3 setting out how you must use a payment service or how you must notify the Bank of any loss, misuse or theft of your Card, cheque book or Security Details;
 - (vi) delayed unreasonably in notifying the Bank that the payment was unauthorised after becoming aware of it; and/or
 - (vii) failed to notify the Bank that the payment was unauthorised within 13 months of the date the transaction was debited from your account.
- (p) The Bank may at its sole discretion debit up to £35 from your Account before applying any refund under section 2.3(o) above. For the avoidance of doubt, you will be responsible for the full amount of the payment if any of the circumstances in section 2.3(o)(i)-(vii) above applies.
- (q) You are not liable for any use of the Card, cheque book or Security Details without your permission which takes place after you contact the Bank, or if you never received them. You must give the Bank any information or help that it reasonably asks for to get the Card or cheque book back or to obtain reimbursement of incorrect or fraudulent transactions. The Bank may pass on any information it thinks appropriate to other banks, consumer credit rating agencies, the Police and/or other authorities. If the cheque book is found after you have informed the Bank that it has been lost or stolen, it must not be used.
- (r) The Bank is responsible for acting correctly in respect of your authorised instructions. In the event that the Bank fails to act on your instructions or it executes your instructions incorrectly then, subject to Section 2.5(c), the Bank will where required refund your Account with the amount of the transaction and/or restore your Account to the state in which it would have been had the payment not taken place including, where applicable, by refunding relevant charges and interest. If you ask the Bank to do so, it will also attempt to trace where the incorrect payment was made and keep you informed of the outcome.
- (s) If you are charged more than you expected on a Debit Card Payment or Direct Debit transaction, you may be entitled to claim a refund from the Bank provided that:
- (i) when you authorised the payment, the exact amount of the payment was not specified;
 - (ii) the amount of the payment was more than you could reasonably have expected to pay, considering your previous spending pattern;
 - (iii) the Bank agrees that the amount of the payment was more than you reasonably expected, taking into account your previous spending patterns, these Terms & Conditions and any other relevant circumstances, and the Bank may ask you to provide such information as is reasonably necessary for it to assess this;
 - (iv) you ask the Bank to refund the payment within 8 weeks of the date the payment is taken from your Account(s); and
 - (v) the payment was made to an account situated within the UK or the EEA.

- (t) For Direct Debits, you have additional protection under the Direct Debit Guarantee Scheme that entitles you to a refund if an incorrect payment has been made from your Account(s). Please refer to Section 3 for more details.
- (u) If you have a Joint Account, the Bank may, subject to Section 2.3(v) below, act on any instructions given by any one of you without the consent of the other Account holder(s), including instructions to close the Account.
- (v) If you have a Joint Account and one of you notifies the Bank of a dispute between any of the Joint Account holders, the Bank reserves the right to freeze the Joint Account. Until the dispute is resolved, the Bank may decline to act on any instructions it receives in relation to the Joint Account unless the instructions are agreed by each person named on the Joint Account.

2.4 Third Party Providers

- (a) You can instruct a TPP to tell the Bank to make a payment from your online payment Account(s) on your behalf and the Bank will treat any instruction from a TPP as if it had been from you. You cannot stop a payment once you have authorised a TPP to make it. You should check with any TPP that you allow to access your account that it is authorised to carry out the services that it is offering. The Bank is unable to distinguish whether instructions are provided by a TPP or by you and as such the Bank will follow its normal procedures for authenticating payment instructions with you, irrespective of who provided the payment instruction. This may affect the functionality of some services offered by TPPs.
- (b) You can instruct a TPP to obtain and hold data about your online payment Account(s). Once a TPP has your permission and has obtained your data, that TPP will be responsible for the security of this data.
- (c) You should not share your My E-banking internet banking service Security Details with anyone else, but the Bank will not treat you as breaking these Terms & Conditions if you choose to disclose your Security Details to a TPP who asks you for them so that they can access internet banking on your behalf.
- (d) If you have a joint online payment Account each of you is entitled to consent to a TPP accessing information in respect of your Joint Account and / or making payments from your Joint Account. Either of you can revoke any ongoing consent granted to a TPP to access your Joint Account.
- (e) The Bank will treat any instruction from a TPP as if it were made directly by you. If you give your consent to a TPP that is not authorised by the FCA or by another European regulator, then the Bank will assume it is you that is authorising the Bank to give access to your online payment Account(s) and will treat payments instructed by that TPP as authorised by you.
- (f) You must always tell the Bank about unauthorised or incorrect payments even where you use a TPP.
- (g) If you provide your consent to a TPP to access information about your Account(s), the Bank will assume that you consent to access being granted as frequently as the TPP requests it.

- (h) If you ask a TPP to request a payment and it does not do so, then the Bank will not be responsible for your payment not being made.
- (i) The Bank may refuse to give access to a TPP in certain circumstances, or stop a TPP from accessing your online payment Account(s). For example, this may happen if the Bank believes there is a risk of fraud or if doing so would mean that the Bank breaches a law, rule or regulatory obligation. Before doing so, the Bank will tell you that it intends to deny access and give its reasons for doing so, unless it is not reasonably practicable to do so, in which case the Bank will tell you immediately afterwards. In either case, the Bank will tell you in the manner in which it considers most appropriate in the circumstances but will not tell you where doing so would compromise the Bank's reasonable security measures or would otherwise be unlawful. If the Bank denies access to a TPP, it must also tell its regulator that it has done so.
- (j) For the purposes of this Section 2.4, only your current Account(s) and Call Deposit Account(s) are treated as online payment Accounts.

2.5 Liability and Standard of Care

- (a) The Bank will perform all of the Services requested pursuant to these Terms & Conditions and any Supplementary Service Agreement with due skill, care and diligence and, where applicable to the Service provided, shall afford you the level of protection required by the FCA Rules according to the level of client classification notified to and accepted by you. The Bank will not therefore exclude or restrict or rely on any exclusion or restriction of any duty or liability that the Bank may have to you under the regulatory system. Certain Services offered by the Bank do not, however, fall within the scope of the UK's regulatory regime.
- (b) Subject to Section 2.3, you are liable for the payment of any debt on any Account, whether caused by you or your agents, including any authorised signatory, representative or any other person with authority to access or operate the Account. You have no right to defer payment of any debt incurred on any Account, and you are liable regardless of whether you signed the item or benefited from the overdraft. This includes liability for the Bank's costs to collect the deficit including, to the extent permitted by law, the Bank's reasonable legal fees.
- (c) Subject to applicable legal or regulatory requirements, the Bank shall not be liable to you for or in respect of:
 - (i) any loss or damage (including but not limited to any loss of profits, loss of business, loss of goodwill or any form of special damage) suffered by you arising directly or indirectly from (A) the provision of the Services under or pursuant to the Agreement unless such loss or damage is due to negligence or wilful misconduct on the part of the Bank or of the Bank's staff; (B) any act or omission of the Bank or of the Bank's staff when acting on your instructions; and (C) any conduct of third parties including conduct amounting to fraud, negligence or wilful default on the part of any such third party unless any such person is an associate of the Bank;
 - (ii) any loss or damage (including but not limited to any loss of profits, loss of business, loss of goodwill or any form of special damage) caused directly or indirectly by any act, event, omission or accident beyond the reasonable control of the Bank including, but not limited to, acts of God, epidemics, pandemics, war, riot, terrorism, civil unrest,

industrial action, compliance with any applicable law, or regulation, accident, natural disaster, breakdown, malfunction or failure of transmission, communication, or computer facilities or other conditions beyond the Bank's control; or

- (iii) any consequential losses that you may incur.
- (d) You are liable for any losses, costs, claims or damages caused to the Bank, its employees, officers and/or agents in relation to any intentional, fraudulent, reckless or negligent act committed by you or any of your agents, including any authorised signatory or representative. It is your responsibility to advise the Bank immediately if someone's authorisation to sign, to confirm instructions, to access account information or to collect cash should be revoked.

2.6 Fees, Interest and Charges

- (a) All standard charges and fees applicable to the Services referred to in these Terms & Conditions are detailed in the Bank's Tariff of Charges and where relevant any Supplementary Service Agreement(s). The Tariff of Charges is a separate document which forms part of these Terms & Conditions and the Agreement between you and the Bank.
- (b) Any alterations to the Bank's standard charges and fees will be detailed in an updated Tariff of Charges which will be available on the Bank's website and you will be notified in accordance with Section 2.11. If any of the changes detailed are not in your favour, the Bank will not implement the changes for at least two months from its notification to you of the changes which may occur, either by the Bank providing you with the updated Tariff of Charges in hard copy or otherwise by advising you in writing on the Bank's website. If you are unhappy with any change the Bank proposes to make, you may close your Account(s) at any time before the change takes effect without incurring a charge. The process for closing your Account(s) is detailed in Section 2.13 of these Terms & Conditions.
- (c) All payments from you to the Bank shall be made without set-off or counterclaim and shall be free and clear of any deductions or withholdings whether on account of tax or otherwise. If for any reason you are required to deduct or withhold any amount from any sum payable to the Bank, such sum shall be increased to ensure that the net amount received by the Bank is equivalent to the sum it would have received if no deduction or withholding had been made. You authorise the Bank to deduct any applicable fees or charges calculated in accordance with its Tariff of Charges as notified to you directly from your Account(s) as and when due without the Bank notifying you in advance of the details of that calculation or obtaining your prior agreement to the specific amount to be charged. The Bank undertakes upon receipt of your request to provide you promptly with full details of amounts charged and to rectify any error agreed by the Bank as soon as is practicable together with reimbursement of any loss directly attributable to any overcharge.
- (d) The Bank may use any amounts you hold on any Account, including your investments in the Bank's possession or control (where permitted by the FCA Rules), in any currency to reduce or repay any amounts you may owe the Bank on any other Account, either in your own name or jointly with anyone else. This is termed the Bank's right of set-off.

The Bank may exercise its right of set-off if you create any indebtedness, including indebtedness resulting from Unarranged Overdrafts, a failure to maintain an Available Balance

sufficient to cover the transactions instructed on your Account(s) (including but not limited to regular payments such as Standing Orders and Direct Debits, Cheques issued on your Account(s), Debit Card Payments, payment transactions, loan repayments, interest payments) or any fees and charges due to the Bank in respect of the Services, and have not responded to the Bank's requests for payment or repayment.

If it is the Bank's intention to exercise its right of set-off, the Bank will normally write to you to remind you of your rights and to give you at least 14 days' notice. The Bank may in its sole discretion write to you or send you a transaction advice on the Business Day after it has given effect to the set-off. The Bank will not write to you if it has received reliable information that the last notified address is no longer current and it is unable after making reasonable efforts to trace you.

For the avoidance of doubt, the Bank may exercise its right of set-off to cover an Unarranged Overdraft or other indebtedness between any Account(s) in your sole name and any Account(s) you hold jointly with another person (Person B) as shown below:

Account(s)	Right of set-off can be applied in respect of money owed by:
Account(s) in your name only	You
	You and Person B
Joint Account(s) in the name of you and Person B	You
	Person B
	You and Person B

- (e) The Bank's fees are exclusive of stamp duties, commissions and similar expenses. Such expenses, if applicable, shall be deducted from your Account(s). You hereby agree to pay, and indemnify the Bank against, any tax, cost or expense chargeable in respect of any payments made by you to the Bank and/or any of the Services provided to you pursuant to these Terms & Conditions.
- (f) Overdraft interest rates for Arranged Overdrafts and Unarranged Overdrafts shall be calculated on a daily basis and deducted from the relevant Account on the last Business Day of every month (refer to the separate Tariff of Charges). Interest is compounded which means that from the date it is deducted from the relevant Account, interest is charged on it (unless there is a cleared credit balance immediately after it is deducted). Interest will continue to be charged after a demand or judgement has been made for repayment of the borrowing.
- (g) Unless the Bank has agreed otherwise, interest payable to you (if applicable) will be credited to Call Deposit Accounts on a six monthly basis on 30 June and 31 December and to Flexi Deposit Accounts on the first day of each month in respect of the preceding month.

- (h) If the Bank reduces an interest rate on the Account(s) and the balance of your Account is over £100 at the time the Bank makes the decision, the Bank will advise you in writing at least two months before the change becomes effective.
- (i) If the Bank increases an interest rate on Call Deposit Accounts or Flexi Deposit Accounts, it will advise you either through despatch of your regular Account statement or separately in writing which may be after the higher rate has become effective.
- (j) The Bank will pay any credit interest to you gross. The Bank will not deduct tax automatically from any interest credited to your Account(s). Depending on your circumstances, you may have tax to pay on any interest you receive. It is your responsibility to comply with your tax obligations, such as payment of tax and filing of returns, in all countries where those obligations arise, including any tax you may owe to HM Revenue & Customs (“HMRC”). The Bank does not offer tax advice and it is not responsible for your tax obligations in any country. You should seek independent tax advice.

2.7 Use of your data, Confidentiality and Record Keeping

- (a) The Bank will comply with the Data Protection Laws in relation to the Services it offers and its use of personal information. The term ‘personal information’ has the same meaning as the term “personal data” as set out in the GDPR, that being any information relating to an identified or identifiable natural person (“data subject”).
- (b) For information on how the Bank uses personal information related to your Account and what rights individuals have over that information, please refer to the Bank’s privacy notice on the Bank’s website.
- (c) The Bank will treat all information it holds about your Account(s) confidentially. However, please note that any personal information the Bank holds relating to your Accounts may be disclosed to the following parties to the extent necessary for the performance of the Services under these Terms & Conditions or any Supplementary Service Agreement:
 - (i) to third parties (e.g. credit reference agencies and product providers as well as to the Bank’s external auditors and insurers, legal advisers and other advisers and consultants) for the purposes of enabling the Bank to provide Services and to enable those third parties to provide you with products and services;
 - (ii) to other members of the Group;
 - (iii) to the Bank’s regulators (who have a legal authority to check, access and copy all of the Bank’s records), to any court or tribunal, and to and other relevant governmental agencies as required by applicable law, rule, regulation or requirement of any country, authority, body or institution; and
 - (iv) to any fraud prevention agency if required in relation to the detection or prevention of fraud.
- (d) The UK is party to several international agreements on tax compliance that may require the Bank to share tax information on its clients with HM Revenue & Customs (HMRC), who in turn

may share this with other tax authorities globally. In order to allow the Bank to comply with these agreements, you must promptly provide to the Bank any information it may request from you (and/or any connected person) in relation to your Account(s).

- (e) Unless applicable laws and regulations specify otherwise, the Bank will generally retain records relating to your Account(s) for seven years from the date the record is created.
- (f) To the extent that records relating to your Account(s) remain accessible to the Bank, the Bank will provide you with copies of such records on receipt of a written request.
- (g) If you have a Joint Account, the Bank may disclose to any of you any information the Bank holds about that Account, including historical statement information, even if that information relates to a time when the Account holders were different (for example, the period before a sole Account was converted to a Joint Account).
- (h) The Bank may apply a charge for the provision of historical records relating to your Account(s). Any such charge will be based on the cost to the Bank of providing you with the records you request and will be agreed with you in advance.

2.8 Statements and Other Notices

- (a) The Bank will provide you with a periodic statement of your Account(s) unless the Bank has received reliable information that the last notified address is no longer current and it is unable after making reasonable efforts to trace you. The frequency of the statement provided will be monthly for current Accounts, and six monthly for Flexi Deposit Accounts and Call Deposit Accounts. Please note that the Bank can provide current Account statements more frequently than monthly, on request, but the frequency cannot be less than monthly. If there have been no transactions on your Account(s) during a statement period, the Bank may in its sole discretion decide not to send you a statement. However, the maximum period without a statement will be one year. The Bank will determine the timing of despatch unless you have requested a specific day or date. You may order a statement at any time, following which subsequent statements will return to the scheduled dates. Written statements in respect of the Services provided by the Bank will also be provided pursuant to the terms of the relevant Supplementary Service Agreements.
- (b) Statements are a valuable tool to help prevent fraudulent or mistaken transfers. The statement which the Bank gives you will show the transactions that occurred in connection with your Account(s) during the statement period.
- (c) Your statement will provide sufficient information for you to reasonably identify the items paid (account number, amount, and date of payment) and/or the transactions undertaken on your Account(s).
- (d) You should keep a record of each transaction as it is made or any receipt so that, when the Bank gives you the information in the statement, you will have a complete understanding of each transaction listed.
- (e) You must check each statement carefully and, as soon as reasonably possible after receipt, you must notify the Bank by telephone without undue delay and, if requested by the Bank, provide

confirmation in writing signed by you of any fraudulent transactions or transactions that you do not recognise or that are incorrect. If you do not notify the Bank promptly, and in any event within 13 months of the date on which the transaction was debited from your Account, the Bank may be unable to correct any errors and you will not normally be entitled to reimbursement in respect of any fraudulent or unauthorised transactions.

- (f) You must promptly provide any information relating to you or your Account(s) that is reasonably requested by the Bank. The Bank may close or block your Account(s) if you fail to respond promptly to any such information requests.
- (g) You should keep your statements and receipts safe and dispose of them carefully in order to help prevent fraud and protect your Account.
- (h) The Bank may put messages on your statements to tell you about amendments to these Terms & Conditions and/or any other matters that the Bank deems appropriate.
- (i) For Joint Accounts, unless you have requested otherwise, only one copy of any statement or other notice, including advices of transactions and changes to these Terms & Conditions, will be addressed to all Joint Account holders and sent to the address that you have given to the Bank. If you require additional copies of statements and notices to be sent to you separately at different addresses, you can arrange this at any time by providing the Bank with the details in writing.
- (j) Statements contain sensitive information and care should be taken to safeguard them. If you dispose of statements or other correspondence from the Bank, you should ensure that you do so in a secure manner (for example, by use of a cross cut shredder).

2.9 Events of Default

Subject to the terms of any relevant Supplementary Service Agreement (which, for the avoidance of doubt, shall always take precedence over the terms of this Section 2.9), any amount outstanding from you to the Bank which is not payable or repayable on demand shall become so payable immediately following the occurrence of any of the following:

- (a) you fail to pay when due any amount payable under, or otherwise commit a breach of or repudiate, any of the terms or conditions of the Agreement or evidence any intention of doing so;
- (b) you fail to satisfy any payment demanded or margin call made by the Bank or to sustain any margin levels required by the Bank in connection with any Service;
- (c) any representation that you make under or in connection with the Agreement proves to be incorrect;
- (d) you become bankrupt or otherwise unable to pay your debts as they fall due or you initiate or become subject to any statutory moratorium procedure or procedures or you take any steps, make or propose or implement any composition, rescheduling or arrangement with your creditors;

- (e) a receiver or administrative receiver is appointed over or a mortgagee, chargee or other encumbrancer takes possession of, any part of your assets or undertaking or a lessor under any leasing arrangement retakes possession of any leased asset or premises by reason of default on your part;
- (f) any event which is analogous to those in any of sub-sections 2.9(a) to (e) inclusive occurs in respect of you or any of your assets in any jurisdiction to which you or they are subject; or
- (g) any event occurs which in the sole opinion of Bank has an adverse effect on your ability to perform any of your obligations under the Agreement, whether immediately or at any time in the future.

2.10 Term of the Agreement

The Agreement will continue until you no longer maintain an Account in the Bank's books. The process for closing your Account(s) is detailed in Section 2.13 of these Terms & Conditions. If the Bank changes the Terms & Conditions in accordance with Section 2.11 below and you have not instructed the Bank to close your Account(s) by the end of the notice period applicable to the changes, you will be deemed to have accepted them. If you choose to close your Account(s) as a result of changes to these Terms & Conditions, you may do so without notice and without incurring a charge.

2.11 Changing the terms of the Agreement

- (a) The Bank may change the terms of the Agreement, including its Tariff of Charges:
 - (i) for commercial reasons, such as the addition, withdrawal or changes to its products and services;
 - (ii) to reflect market conditions, or changes in the cost of providing a Service to you;
 - (iii) to make them clearer or more favourable to you;
 - (iv) to remain compliant with its legal and regulatory obligations, including to take account of any actual, or reasonably expected, change in law or regulation (including any decision by an ombudsman, court, regulator or similar body); or
 - (v) to reflect any other actual or reasonably expected change that affects the Bank.
- (b) As you may hold an Account with the Bank for a long period of time, the Bank cannot anticipate all of the changes that it may need to make to the terms of this Agreement. The Bank therefore reserves its right to make any other reasonable or necessary changes at its sole discretion.
- (c) Unless otherwise required by applicable law, the Bank will notify you of any changes to these Terms & Conditions by:
 - (i) putting messages on your statements; and/or
 - (ii) sending you a separate written notice.

In addition, the Bank may display a notice of such changes to these Terms & Conditions on its website.

- (d) Other than as detailed in Section 2.6 of these Terms & Conditions in respect of changes required to comply with applicable law or in respect of changes made in your favour, the Bank will notify you of all changes at least two months before they occur.
- (e) You must keep your contact details provided to the Bank up to date to ensure that you do not miss important changes to the terms governing your Account(s) and the Services. You have the right to a copy of these Terms & Conditions at any time while you remain a Client of the Bank. The latest version of these Terms & Conditions will be available on the Bank's website, in its branches and by contacting the Bank by telephone.

2.12 Dormant Accounts

- (a) If you stop using your Account(s) for a period in excess of three years, the Bank may treat your unused Account(s) as being dormant as a means of preventing fraud and protecting your privacy. Where possible, the Bank will contact you requesting that you confirm that you wish your Account(s) to remain open and that you are still receiving statements. The Bank may do this using any of the methods set out in Section 2.2(a). However, the Bank will normally do so in writing by the issue of a dormant account notice if it has been unable to contact you by other means. You may reply using any of the methods set out in Section 2.2(b), excluding by telephone.
- (b) If the Bank is unable to contact you within two months of issuing a dormant account notice, it will apply further security procedures to protect your Account(s). If, after applying such procedures, further credits are received into your Account(s), the Bank will continue to apply such procedures as set out in these Terms & Conditions. However, you will not be able to issue the Bank with further instructions without the Bank first agreeing to re-activate your Account(s) upon receipt by the Bank of all requested information and following the Bank's acceptance of a new Account Application Form. The Bank will continue to send you statements and transaction confirmations for as long as your Account(s) remain open, unless your post is returned to the Bank undelivered or the balance of any individual Account falls below £1,000 (in which case they may be kept on file).

2.13 Closing Your Account(s)

- (a) Unless detailed otherwise in these Terms & Conditions or any relevant Supplementary Service Agreement, you may close your Account(s) by:
 - (i) notifying the Bank in writing in accordance with the signing procedure specified in the Account Application Form;
 - (ii) returning any unused Cheques and cheque books to the Bank;
 - (iii) returning to the Bank any Cards issued to you for use with the Account(s), each of which must be cut into at least four pieces across both the silver chip on the front of the Card and the black strip on the back; and

- (iv) informing the Bank of the details of any Cheques you have issued and Debit Card Payments that you have authorised but which have not been debited to your Account(s).
- (b) The Bank may be able to provide you with assistance if you decide to switch to an account with another bank.
- (c) Subject to the Bank's rights under Section 3.12 below, if one or more Account holders on a Joint Account die, any survivor(s) may continue to operate the Account without change. Any third party mandate in relation to the Account will automatically be cancelled upon the death of one or more Account holders.
- (d) Subject to Section 2.13(e) and the terms of any Supplementary Service Agreements, the Bank may close your Account(s) for any reason by providing you with at least two months' notice.
- (e) The Bank may at its sole discretion block and/or close your Account(s) immediately and without prior notice if:
 - (i) you fail to use or fund any Account within the first six months of opening it;
 - (ii) you become bankrupt;
 - (iii) your Account is dormant for 15 years and the Bank has been unable to contact you;
 - (iv) your Account has zero balance and has been inactive for one year;
 - (v) you, any of your authorised signatories, or any of your representatives who are responsible for instructing the Bank or confirming instructions received by the Bank in relation to your Account(s):
 - (A) breach any of the terms of the Agreement;
 - (B) act abusively, offensively or violently towards the Bank's staff;
 - (C) provide the Bank with any false information;
 - (D) fail to provide any information that the Bank might reasonably request within the requested time period;
 - (E) are involved in criminal activity, whether or not linked to your Account(s) or your relationship with the Bank;
 - (F) use or obtain, or allow someone else to use or obtain, your Account(s) or any Services illegally or fraudulently;
 - (G) use your Account(s) for a purpose not covered by the Agreement; and/or
 - (vi) the Bank reasonably considers that:

- (A) by continuing to operate your Account(s) or to provide you with Services, the Bank may be exposed to action from any government, regulator or law enforcement agency;
 - (B) by continuing to operate your Account(s) or to provide you with Services, the Bank may break a law, regulation, code, court order or other duty, requirement or obligation;
 - (C) there has been a breach of security or misuse of your Account(s) or Security Details; and/or
 - (D) you are involved in criminal activity, whether or not linked to your Account(s) or your relationship with the Bank.
- (f) The Bank will send you written confirmation of closure unless it has received reliable information that the last notified address is no longer current and it is unable after making reasonable efforts to trace you.
- (g) On closing your Account(s), the Bank may at its sole discretion refuse to accept any more inward payments or any instructions in relation to any Services undertaken in connection with the Account(s), except such payments or instructions as are necessary to repay any debt and outstanding interest and charges on the Account(s). The Bank will return any remaining balance to you by cheque made payable to you and sent to the address that the Bank holds for you in its records, unless it receives reliable information that the last notified address is no longer current and it is unable after making reasonable efforts to trace you. In such circumstances, and provided your Account has been dormant for at least 15 years, the Bank may exercise its right to sell any asset in its custody and pay the proceeds to charity and/or the Dormant Account Scheme in accordance with applicable legal and regulatory requirements.
- (h) Any benefit, service or transaction reporting that the Bank provides in relation to any Account will end as soon as such Account is closed.
- (i) You must repay any money you owe the Bank, including the amount of any Cheques, Debit Card Payments, other payment instructions you have made and any and all fees and charges which have not been taken out of your Account(s). You will be responsible for cancelling any payments or payment instructions into and out of your Account(s). Alternatively, for Continuous Payment Authorities, you can inform the Bank that you would like to cancel any such payment(s) and the Bank will cancel such payment(s) for you.
- (j) Subject to the terms and conditions of the Agreement, the Bank will not charge you a fee for arranging the closure of your Account(s). If the Bank has already charged a recurring fee for a product or Service, you will be refunded in accordance with the Tariff of Charges to the extent that the Bank has not itself incurred irrecoverable related costs.

2.14 Complaints

- (a) The Bank is committed to providing a high standard of service to all of its existing and prospective clients. If you express any dissatisfaction with the Bank's provision of (or failure to provide) a financial service, the Bank will investigate your complaint thoroughly and handle it in a timely, clear, fair and transparent manner.
- (b) If you wish to make a complaint, you can contact the Bank in the way that is most convenient for you:

<ul style="list-style-type: none"> ▪ By visiting the Bank's offices at 35 Portman Square, London W1H 6LR and speaking to an appropriate member of staff;
<ul style="list-style-type: none"> ▪ By calling the Bank on +44 (0)20 7487 6500 Monday to Friday (excluding UK Bank Holidays) from 9am to 5pm - UK time If you are calling the Bank from outside the UK: +44 20 7487 6500. Calls may be monitored and recorded.
<ul style="list-style-type: none"> ▪ By contacting your Relationship Manager.
<ul style="list-style-type: none"> ▪ By writing to the Compliance Department at: Ahli United Bank (UK) PLC, 35 Portman Square, London W1H 6LR; By emailing the Compliance Department at: uk.compliance@ahliunited.com

If the Bank is unable to resolve your complaint to your satisfaction by the close of business on the third Business Day after it is received, the Bank will provide you with a written acknowledgement that it has received it and a copy of its leaflet entitled "Customer Complaints", which provides information as to how the Bank administers complaints, including its timeframes for responding or updating you with the progress of its investigation.

- (c) If the Bank is unable to resolve your complaint to your satisfaction, you may have the right to refer it to the Financial Ombudsman Service (FOS), provided you are an eligible complainant.
- (d) The FOS is an organisation set up by law to give consumers and certain other entities (such as small businesses) a free and independent service for resolving disputes with financial services providers.
- (e) The FOS can be contacted by any one of the following methods:

By post:	The Financial Ombudsman Service Exchange Tower, London E14 9SR;
By telephone:	+44 800 023 4567 or +44 300 123 9 123 (+44 20 7964 0500 if calling from abroad) Monday to Friday (8am to 5pm UK time)
By email:	complaint.info@financial-ombudsman.org.uk
website	www.financial-ombudsman.org.uk

If you require details of the Bank's complaints handling arrangements or details about the FOS, these may also be provided on request in Arabic if this is specified. If you are not eligible to use the FOS, please note that the Bank does not use any alternative dispute resolution services.

2.15 Financial Services Compensation Scheme (FSCS)

- (a) The Bank is covered by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. Current eligible deposits are protected up to £85,000 per client. Any deposits held above the limit are unlikely to be covered. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. This means that an eligible depositor is entitled to claim up to the prevailing FSCS limit. The FSCS limit relates to the **combined** amount in all the eligible depositor's Accounts with the Bank and not to each separate Account. For Joint Accounts, each eligible Account Holder would be entitled to compensation up to the maximum limit of £85,000 each.
- (b) For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim), please see the Bank's website, call the Bank on +44 (0)20 7487 6500, contact your Relationship Manager or ask at the branch.
- (c) Alternatively, refer to the FSCS website www.FSCS.org.uk or call the FSCS on +44 20 7741 4100 or, if you are in the UK, +44 800 678 1100. Only compensation related queries should be directed to the FSCS. Different compensation arrangements exist for other types of FCA regulated activities. Details are provided in the Supplementary Service Agreements and will be provided on request.

2.16 Governing Law

These Terms & Conditions, the Account Application Form and the Tariff of Charges are governed by and construed in accordance with the laws of England and Wales. Any dispute, whether contractual or non-contractual, arising under these Terms & Conditions, the Account Application Form and/or the Tariff of Charges shall be referred to the appropriate court in England and Wales for adjudication and for that purpose you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

2.17 General

- (a) If any provision of the Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect.
- (b) The Agreement constitutes the entire agreement between you and the Bank and replace any previous or existing agreement you had with the Bank with respect to such subject matter.
- (c) You must notify the Bank immediately if there is a change in your name, address, residency or tax residency or of any other change in your circumstances that would change the information that you have provided to the Bank. Unless the Bank agree otherwise, changes must be confirmed in writing and signed in accordance with the Account Application Form within 30

days of the change. The Bank will attempt to communicate with you only by use of the most recent address or other contact details that you have provided to the Bank unless the Bank have received reliable information that the last notified address is no longer current and after making reasonable efforts to trace you the Bank have identified an alternative address.

- (d) The Bank may offer products and services other than those detailed in the Agreement, subject to separate written agreement. Any applicable charges will be detailed in that separate written agreement or provided to you in an updated Tariff of Charges.
- (e) If the Bank relaxes any of the term of the Agreement for you, that may be just a temporary measure or a special case and the Bank may enforce it strictly again at any time.
- (f) You may not transfer or assign your legal rights under the Agreement to anyone else. The Bank may transfer all or part of its rights and obligations under these Terms & Conditions to such third party as it deems fit and capable of undertaking them.
- (g) A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.
- (h) Pursuant to the FCA Rules, the Bank has a conflicts of interest policy which sets out the types of actual or potential conflicts of interest which affect the Bank's business and provides details of how these are managed. Details of the Bank's conflicts of interest policy are available on request.

3. Payment Accounts and Services

This Section 3 sets out the terms covering the payment services on your Account(s). Upon request, the Bank may at its sole discretion make available the services detailed in Section 3 to you. Unless expressly stated otherwise, all references to Account(s) in this Section 3 are to payment accounts (current Account(s) or Call Deposit Account(s)) held by you with the Bank.

3.1 Details Required to Arrange Sterling Payments in the UK to Your Account(s)

Unless stated otherwise in this Section 3 the details you need to provide to a third party in order for them to remit Sterling in the UK to your Account(s) with the Bank are the Bank's name, sort code (30-19-01), your name and your eight digit Account number. Both the Bank's sort code and your Account number can be found on your cheque book, where applicable, and on the bank statements that the Bank sends to you. For receiving money from outside the UK and/or payments in currencies other than Sterling, the details are provided in Section 3.2(e). Please be aware that you are responsible for any losses if you provide incorrect details to a third party and please refer to Section 2.3(j) for more details.

3.2 Payment Services Offered in relation to Your Account(s)

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- | | |
|------------------------------|---|
| (a) Cash Transactions | <i>This section explains how you can pay cash into, or withdraw cash from, your Account(s) and any associated restrictions or requirements.</i> |
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- | |
|---|
| (i) Paying Cash into Your Account(s) |
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How to make use of this service:

Sterling and USD cash may be paid in to your Account(s) at the Bank's offices at 35 Portman Square, London W1H 6LR, United Kingdom. The Bank may at its sole discretion accept other currencies and may place limits on the total amount of cash that may be paid into your Account(s) in a single or series of transactions over a given period. If requested, you will also be required to provide details of the source of the cash to be paid in.

You may also be able to deposit Sterling cash at the branches of other UK banks however this will be dependent on their own policies and procedures and may need to be formally arranged by the Bank on your behalf in advance.

When the payment will be credited/debited:

Cash deposits that the Bank has accepted and internally cleared for credit to your Account(s) will form part of your Available Balance immediately. You will be provided with a receipt by the Cashier.

Cash paid in at other UK banks will be received by the Bank as a credit through the UK clearing system and will form part of your Available Balance and be treated as cleared for interest calculation purposes on the day the Bank receives it.

Any restrictions or requirements:

You must tell the Bank where you obtained the cash if it asks you and it may also require documentary evidence to support this. Notwithstanding these requirements the Bank may at its entire discretion refuse to accept cash deposits of any amount into your Account(s).

For cash paid in at other UK banks, you will need a pre-printed credit book personalised for your use which is available from the Bank on request. You may be charged a fee by the other UK bank for this service.

(ii) **Withdrawing Cash from Your Account(s)****How to make use of this service:**

Cash can be withdrawn from your Account(s) at the Bank's office at 35 Portman Square, London W1H 6LR, United Kingdom. You may also withdraw cash at any ATM displaying the VISA symbol using your Card.

When the payment will be credited/debited:

As soon as you receive the cash withdrawn from your Account(s) with the Bank at its office or at an ATM, your Account(s) will be debited and your Available Balance adjusted.

Any restrictions or requirements:

For withdrawals at the Bank's office of amounts over £5,000 (or currency equivalent) you will be required to give the Bank a minimum of two Business Days' notice and to provide the Bank with details in relation to the purpose for which the cash will be used, if the Bank asks you. Withdrawals at an ATM are subject to a standard daily limit which the Bank will advise you of at your request. The operator of the ATM may charge you a fee for this service.

(b) **Cheque Transactions**

This section explains how you can pay cheques into, or issue cheques from, your Account(s) and any associated restrictions or requirements

(i) **Paying Sterling Cheques Drawn on UK Banks into Your Account(s)**

How to make use of this service:

Sterling cheques drawn on UK banks can be paid in to your Account at the Bank's offices at 35 Portman Square, London W1H 6LR, United Kingdom. They may be posted to the Bank at its offices if you are not able to deposit them in person. Where deposited in person, you will be provided with a receipt by the Cashier. You may also be able to pay cheques in for the credit of your Account at branches of other UK banks.

When the payment will be credited/debited:

Cheques drawn on the Bank by other clients of the Bank and paid in at the Bank's office during Business Hours will be credited to your Account and added to your Available Balance immediately unless the Bank is unable to process them for legal or regulatory reasons or it is not in a position to pay them. If the Bank accepts a cheque drawn on it for deposit after Business Hours it will consider it deposited, and your receipt will be dated, the following Business Day.

Cheques drawn on other UK banks paid in at the Bank's office during Business Hours will be credited to your Account unless the cheque(s) are returned unpaid or the Bank is unable to process them for legal or regulatory reasons. They will be cleared through the UK Image Clearing system. Such cheques will be treated as cleared for interest calculation purposes on the next Business Day after deposit and will be cleared and included in your Available Balance on the next Business Day by 23:59.

Any restrictions or requirements:

Generally, you may only pay cheques into your Account that are payable to you.

If a cheque you have paid in to an Account is returned unpaid by the bank of the person who wrote the cheque, it will normally be debited to that Account by 15:00 on the next Business Day after the day of deposit. It will not be debited to an Account more than one Business Day after the day of deposit unless the Bank suspects that you are a knowing party to fraud in relation to the cheque or it has your express consent to do so. For example a cheque paid in on a Monday and returned unpaid will be debited to an Account on Tuesday and will be debited no later than 15:00, assuming there is no bank or public holiday during

the period. If the amount debited to an Account in respect of an unpaid cheque exceeds the Available Balance the excess will be treated as an Unarranged Overdraft. Depending on the reason for the cheque being returned by the bank of the person who wrote the cheque, the Bank will either represent the cheque on your behalf or return the cheque to you unless it has received reliable information that the last notified address is no longer current

(ii) **Issuing Cheques Drawn on Your Account**

How to make use of this service:

Cheque books are issued on request at the time of opening your Account and subsequently. You must not issue a Cheque unless you have sufficient Available Balance in your Account. If you do not have sufficient Available Balance the Bank may return any Cheques issued unpaid and it may charge you a fee in accordance with its Tariff of Charges. The Bank may at its entire discretion pay a Cheque when you do not have sufficient Available Balance. Where the Bank allows a payment despite lack of funds, the excess amount will be an Unarranged Overdraft in accordance with Section 5.5(d).

When the payment will be credited/debited:

Cheques that you write and which are deposited by the payee at another bank in the UK will normally be received by the Bank through the UK Image Clearing system the next Business Day after they are deposited, however they may be debited from your Account on the day of issue, for example if the payee deposits the Cheque during Business Hours into an account held with the Bank or arranges for the Cheque to be cleared on that Business Day by Special Presentation. Cheques presented for payment through the UK Image Clearing system are deemed to be paid at the end of Business Hours on the day of receipt. Cheques presented by other means may be paid at any time during Business Hours.

Any restrictions or requirements:

You must not post-date Cheques (date them after the date that you sign and issue them to the payee). If you do the Bank may still debit the Cheque to your Account and you will be responsible for any loss and associated costs that you may incur as a result. Cheques are normally considered out of date six months after the date of issue. The Bank will not normally, but may at its sole discretion, pay a Cheque presented for payment more than six months after its date.

When writing Cheques you must take reasonable precautions to prevent fraudulent alteration. This includes, but is not limited to, writing Cheques in black ink and ensuring you do not leave gaps when writing the payee's name and the amount in words and figures. You must never sign Cheques before you have written the payee's name and the amount on them and intend to issue them.

(c) **Standing Orders**

This section explains how the Bank will process Standing Orders received for your Account(s) or you can set up Standing Order payments from your

Account(s) and any associated restrictions or requirements.

(i) Standing Order Payments Received for Your Account

How to make use of this service:

Payments by Standing Order may be made to your Account(s) with the Bank.

When the payment will be credited/debited:

Standing Order payments received for your Account(s), whether from an account holder at another bank or from another account held with the Bank, will normally be credited to your Account(s) on the Business Day of receipt unless the Bank is unable to process them for legal or regulatory reasons. Standing Orders can be made by different payment methods and the timing of the credit and inclusion in your Available Balance will depend on the method of payment used. If a Standing Order payment is recalled by the remitting bank it may be debited from your Account(s) at any time on the same Business Day it is credited to your Account. However, it will not be debited from your Account(s) after the day it was credited to your Account(s) without your authority but you may still not be entitled to it.

Any restrictions or requirements:

None.

(ii) Standing Order Payments Made From Your Account

How to make use of this service:

You may give the Bank instructions to set up a Standing Order payment on your Account(s). Instructions to the Bank to set up Standing Order payments must be in writing and must be received by the Bank during Business Hours not less than two Business Days prior to the first scheduled payment date. Instructions received after this time will be processed on a best efforts basis. A new Standing Order instruction must include the name and account number of the beneficiary, the sort code of the beneficiary's bank, the date of the first payment, the date of subsequent payments if different from the date of the first payment, the frequency of the payments, the amount of the payments, the number of payments or the date of the last payment and any reference number that will enable the beneficiary to identify the payment. The first and last payments may be for different amounts but all other payments must be for the same amount. You must provide the Bank with the purpose of each of the payments.

When the payment will be credited/debited:

Payments by Standing Order will be debited from your Account(s) on the date the payment is due and credited to the recipient on the same day. If the date on which a payment is due to be made is not a Business Day the payment will be effected on the next Business Day. If you do not have sufficient Available Balance the Bank may not effect payments due, in which

case the Bank will advise you in writing on the following Business Day and will charge you a fee in accordance with its Tariff of Charges.

Any restrictions or requirements:

You must maintain sufficient Available Balance to cover Standing Order Payments that you have instructed the Bank to make. The Bank may at its entire discretion effect payment of a Standing Order when you do not have sufficient Available Balance. Where the Bank allows a payment despite lack of funds, the excess amount will be an Unarranged Overdraft in accordance with Section 5.5(d). If the Bank does not effect a Standing Order payment because you do not have sufficient Available Balance, the Bank will not reschedule the payment and you will have to make alternative arrangements or separately instruct the Bank to make the payment. Subsequent payments will be made normally on the scheduled dates if you have sufficient Available Balance.

(d)	Direct Debits	<i>This section explains how you can set up Direct Debit payments from your Account(s) and any associated restrictions or requirements</i>
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How to make use of this service:

In order to set up a Direct Debit you must complete an instruction form provided by the originator of the payments. The completed form will either be sent to the Bank by the originator or the instruction lodged with the Bank electronically. The instruction must be provided to the Bank during Business Hours not less than two Business Days prior to the Bank's receipt of the first claim. Instructions received after this time will be processed on a best efforts basis but may result in the Bank's refusal of the first claim. If there are any changes to the amount, date or frequency of your Direct Debit the originator will normally notify you 10 Business Days in advance of your Account being debited unless otherwise agreed between you. If you request the originator to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

When the payment will be credited/debited:

The payment will be debited from your account on the date you have agreed with the originator. If that date is not a Business Day, it will be debited on the next Business Day.

Any restrictions or requirements:

If you receive a refund you are not entitled to, you must pay it back when the originator asks you to. You must maintain sufficient Available Balance to cover Direct Debit claims on your Account. If you do not have sufficient Available Balance, the Bank may refuse claims that it receives. The Bank may at its entire discretion accept a Direct Debit when you do not have sufficient Available Balance. Where the Bank allows a payment despite lack of funds, the excess amount will be an Unarranged Overdraft in accordance with Section 5.5(d). If the Bank does this, it will advise you in writing. If the Bank refuses a claim because you do not have a sufficient Available Balance the originator of the claim will decide whether to represent the claim at a later date or request payment from you by other means.

The Bank is a member of the Direct Debit Scheme and offers the Direct Debit Guarantee. The Direct Debit Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If an error is made in the payment of your Direct Debit either by the originator or by the Bank, you may be entitled to a refund of the amount claimed in error. If you become aware of an error you must contact the Bank without delay. If the error is on the part of the originator you will be required to provide the Bank with the details the Bank requests in order for it to provide you with a refund and you may be required to confirm those details to the Bank in writing.

(e)	Wire Transfer (SWIFT) Payments	<i>This section explains how Wire Transfer payments are received for your Account(s), how you can make Wire Transfer payments from your Account(s) and any associated restrictions or requirements</i>
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(i) **Receiving Money from Outside the UK by Wire Transfer (SWIFT)**

How to make use of this service:

In order to receive SWIFT Payments to your Account with the Bank it will normally be sufficient to provide the Bank's Bank Identifier Code ("**BIC**") and your International Bank Account Number ("**IBAN**") to the person who wishes to pay you, however you may sometimes be requested to provide the Bank's correspondent bank details. These are provided in the table immediately below for Sterling, US Dollar and Euro. The Sterling instructions are only for remittances originating from outside the UK. For Sterling payments originating inside the UK refer to Section 3.1. For other currencies, the Bank will provide the details on request.

Sterling (GBP)	Beneficiary Bank	Ahli United Bank (UK) PLC 35 Portman Square London W1H 6LR Swift Code: UBKLG2L Sort Code: 30-19-01
	Beneficiary Customer	Your Name and your IBAN

US Dollars (USD)	Intermediary / Correspondent Bank	JPMorgan Chase Bank NA New York Swift Code: CHASUS33
	Beneficiary Bank	Ahli United Bank (UK) PLC 35 Portman Square London W1H 6LR Swift Code: UBKLG2L

	Beneficiary Customer	Your Name and your IBAN or Your Name and your Account number
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Euro (EUR)	Intermediary / Correspondent Bank	HSBC France, Paris BIC: CCFRFRPP
	Account Holder Bank:	HSBC Bank, London BIC: MIDLGB22
	Beneficiary Bank	Ahli United Bank (UK) PLC 35 Portman Square London W1H 6LR BIC: UBKLGB2L Account Number: 39070744 IBAN: GB25MIDL40051539070744
	Beneficiary Customer	The name of your account with Ahli United Bank (UK) PLC The number of your Euro account with Ahli United Bank (UK) PLC

SWIFT payments received for your Account should be in the currency of the Account number quoted.

When the payment will be credited/debited:

The Bank operates an automated account crediting process for inward Swift Payments received in GBP, USD, & EUR. Accounts are auto-credited on the condition that standard industry Straight Through Processing requirements are met. These amounts are included in your Available Balance on the Business Day of receipt. Should any payments be received after normal business hours, but fail the STP requirements, these will be manually processed on the next working business day, normally reflecting the correct value date, but will not be included within your available balance until processed. The above auto process continues after the Bank's normal hours of business but terminates at 18:00 UK time.

US Dollar payments received after 18:00 will normally be credited to your Account and included in your Available Balance on the next Business Day, but normally with value of the Business Day that such payment was received by the Bank.

Other Payments not captured by the automated crediting system that are received during normal business hours will usually be processed within two hours.

Any restrictions or requirements:

If the Bank receives a payment in a currency that differs to that of the Account number quoted, the Bank will credit an existing Account in your name in the currency of the payment

or, in the absence of such Account, convert the payment to the currency of the Account number quoted. The Bank will not be responsible for any loss due to the exchange or non-exchange of any payment received if the currency of the payment is not the same as the currency of the Account number quoted.

If a payment is received without an Account number quoted or with an incorrect Account number quoted it cannot be processed automatically which may cause a delay in your Account being credited and the Bank will only credit your Account if it can satisfy itself beyond doubt that you are the intended beneficiary of the payment. The Bank reserves the right to hold such payments pending such enquiries as it deems necessary to determine the intended beneficiary. If after making reasonable enquiries the Bank is unable to determine the intended beneficiary to its entire satisfaction it will return the payment to the remitting bank. The Bank will not be responsible for any loss you incur.

The Bank does not make a charge for receiving SWIFT payments to your Account(s).

(ii) Payments Made From Your Account(s) by Wire Transfer (SWIFT) or Faster Payments

How to make use of this service:

Instructions from you in respect of outgoing SWIFT or Faster Payments must always state the amount and the currency to be remitted, the purpose of payment and whether the Bank's charges are to be deducted from the payment amount you have specified or charged to your Account in addition to the payment amount, and must also include the following information as appropriate:

Sending Money within the UK:

Sterling Payments to UK Banks	Bank Name and Branch Name or Address Sort Code Beneficiary Name Beneficiary Account Number
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Sending Money outside the UK:

Euro Payments and other European Economic Area (EEA) Currency Payments to Bank Accounts in the EEA	Bank Name and Branch Name or Address Swift Code or BIC Beneficiary Name Beneficiary IBAN
All other Payments	Bank Name and Branch Name or Address Swift Code or BIC Beneficiary Name

	Beneficiary Account Number or IBAN
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For payments to a UK or EEA bank account the beneficiary's bank will receive the full amount the Bank remits. For payments to a non-UK or non-EEA bank account this can only be guaranteed if your instruction states that all third party charges as well as the Bank's own charges are for your Account(s). If your payment instruction does not specify otherwise, the Bank's charges will be added to the payment amount and any third party charges will be deducted from the sum remitted.

The table below provides a summary of the cut-off times that apply to payments made from your Account(s) by Wire Transfer (SWIFT) and Faster Payments, and when different types of payments are typically received by the recipient's bank. You should refer to the provisions in the remainder of this Section 3 for further details.

Payment type	Cut-off time	When the money will reach the recipient's bank
Sending money within the UK		
Between accounts at Ahli United Bank (UK) PLC	15.30	The Business Day on which the Bank receives your payment instruction.
To accounts at other UK banks in Sterling	15.30	The Business Day on which the Bank receives your payment instruction.
To accounts at other UK banks in Euro	11:00	By the end of the Business Day after the Bank receives your payment instruction.
To accounts at other UK banks in US Dollars	15.00	By the end of the Business Day after the Bank receives your payment instruction, subject to any regulatory restrictions.
Sending money outside the UK		
To accounts in the EEA in Euro	11:00	By the end of the Business Day after the Bank receives your payment instruction, subject to any regulatory restrictions.
To accounts in the EEA in Sterling	15.30	By the end of the Business Day after the Bank receives your payment instruction,

		subject to any regulatory restrictions.
To accounts in the EEA in US Dollars	15.00	By the end of the Business Day after the Bank receives your payment instruction, subject to any regulatory restrictions.
To accounts outside of the EEA in other currencies	Please contact the Bank for further information	This may vary depending on the currency of the payment or the country of the account you are paying (or both).

Payment instructions in the above currencies that the Bank receives on Business Days before the times stated in the table above will be processed on the day of receipt. Payment instructions received after these times will be deemed to have been received on the following Business Day. Different times and dates may apply to payments in other currencies due to different business days and different time zones. Please contact the Bank for details.

When the payment will be credited/debited:

For payments to a UK or EEA bank account in Sterling, Euro or other EEA currencies, and for which no foreign currency exchange is required, the payment will reach the beneficiary's bank by the end of the Business Day after the date that the Bank receives the payment instruction unless public holidays in the country in which the beneficiary's account is held occur, in which case it will be received on the next Business Day on which the relevant UK or EEA banks are open for business. Other payments to UK or EEA bank accounts will reach the beneficiary's bank by the end of the fourth Business Day after the date that the Bank receives the payment instruction unless public holidays in the currency of the payment or the country in which the beneficiary's account is held occur, in which case it will be received on the next Business Day on which the relevant UK or EEA banks are open for business.

Any restrictions or requirements;

When the currency of your requested payment is not the currency of the Account you instruct the Bank to debit, the exchange rate the Bank uses will be its standard applicable rate. For sums in excess of USD100,000 or currency equivalent the Bank will attempt to contact you to agree the rate in advance, but will proceed with its standard applicable rate when it is unable to contact you. If you cancel an instruction for which a currency exchange has already been effected, or a payment is returned to the Bank for which a currency exchange was required and the Bank re-credits your Account, the rate used will be the rate applicable on that date. When a payment is returned to the Bank it will attempt to contact you before re-crediting your Account(s) but will proceed with its standard applicable rate when it is unable to contact you. The Bank will not be responsible for any loss that you may incur as a result of it re-crediting your Account(s).

You must not give the Bank an instruction if you do not have sufficient Available Balance. The Bank may at its entire discretion process your payment instructions when you do not have sufficient Available Balance. Where the Bank allows a payment despite lack of funds, the excess amount will be an Unarranged Overdraft in accordance with Section 5.5(d). If the Bank does not process your payment instruction it will hold the instruction unactioned and try to contact you by telephone. If the Bank is unable to contact you by telephone it will write to you to inform you.

A fee may be charged for this service in accordance with the Bank's Tariff of Charges.

(f)	Payments Received for Your Account by Faster Payments	<i>This section explains how Faster Payments are received for your Account(s) and any associated restrictions or requirements</i>
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How to make use of this service:

Faster Payments (FPS) is a UK domestic low value payment system which enables payments to be effected in real time. The Bank is not a member of FPS however it has made arrangements that enable it to receive and remit payments for or from your Account(s). The details you need to provide to a third party to enable them to remit Sterling to your Account by FPS are detailed in Section 3.1.

When the payment will be credited/debited:

These payments will be treated in accordance with Section 3.2(e) (Wire Transfers) above with the exception that under these arrangements payments received by the Bank until 15:30 on a Business Day will be credited to your Account on that day within two hours of receipt. Payments received from some banks can be received until 17:30 on Business Days and where this is the case they will be credited to your Account on that day within two hours of receipt. Payments received after these times will be credited to your Account(s) on the following Business Day.

Any restrictions or requirements:

None.

(g)	Payments Received for Your Account via BACS	<i>This section explains how BACS payments are received for your Account(s) and any associated restrictions or requirements</i>
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How to make use of this service:

BACS is a UK domestic payment system, which can be used to receive payments for your Account(s). The details you need to provide to a third party to enable them to remit Sterling to your Account by BACS are details in Section 3.1.

When the payment will be credited/debited:

BACS payments received by the Bank for your Account(s) will be credited to your Account(s) on the day of receipt, usually before the start of Business Hours.

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- (h) **Cards** *This section explains the terms and conditions regarding Cards issued in relation to your Account(s), how to make payments and any associated restrictions or requirements*
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How to make use of this service:

If you hold a Sterling current Account, you may by completing an application form request a Card that enables you to carry out Debit Card Payments. Additional terms and conditions apply to Cards and these are set out in Section 3.3 below.

The Card or Card number can be used for Debit Card Payments with Merchants who accept the Card. The Bank is not responsible if any Merchant, bank, ATM or other machine does not accept your Card. The Card may also be used to withdraw cash in accordance with Section 3.2(a)(ii) above.

The Bank offers the Verified by Visa service (VbV). This service is subject to additional terms and conditions. In order to make purchases on-line from Merchants that participate in VbV, you will need to register with the Bank for the service first. Details of how you can do this and the additional terms and conditions will be provided to you when you apply for a Card. They are also available on the Bank's website and from the Bank at any time during Business Hours on request. If you do not register for the VbV service, you will only be able to transact on-line with Merchants that do not participate in VbV.

When the payment will be credited/debited:

The Bank will deduct the amount of each Debit Card Payment from the relevant Account.

With your authorisation, a Merchant may contact the Bank, or an agent acting for the Bank, for the Bank's confirmation (an "**authorisation**") that the Bank will pay a proposed Debit Card Payment. If authorisation is given, the Debit Card Payment will immediately reduce your Available Balance, even though the amount has not been deducted from your Account(s). Most Debit Card Payments will be received by the Bank and deducted from your Account(s) within a few days of the date of the Debit Card Payment. However, this will be dependent on when the Merchant submits the transaction to its bank for processing. If the amount of the authorisation is greater than the amount of the Debit Card Payment submitted by the Merchant, the Bank will immediately increase your Available Balance by the unused portion of the authorisation. If a Debit Card Payment has not been received by the Bank within 7 days of the date of authorisation, the Bank will cancel the authorisation record from your Account(s) and increase your Available Balance by the amount of the authorisation. However, if the Bank receive a Debit Card Payment more than 7 days after the authorisation date, the

Bank will still deduct the amount from your Account(s). If you do not have sufficient Available Balance, the excess will be an Unarranged Overdraft in accordance with Section 5.5(d).

If a Merchant is liable to refund a Debit Card Payment, the Bank will only credit the Account(s) with the amount of the refund when the Bank receive confirmation from the Merchant.

Any restrictions or requirements

If at any time any Debit Card Payment results, without prior arrangement, in your Account(s) being overdrawn or any Arranged Overdraft limit being exceeded, this will result in an Unarranged Overdraft in accordance with Section 5.5(d). If you create an Unarranged Overdraft by use of your Card, the Bank may write to you to advise you or to demand repayment.

Debit Card Payments will be detailed on your Monthly Statement and the Bank will not normally provide you with separate written confirmation of each Debit Card Payment.

The Bank will apply limits to the number and value of transactions that the Bank will authorise for your Card(s) during any given period of time. For security and fraud prevention purposes, the Bank does not publish these limits, but the Bank will inform you of them if you contact the Bank. If, on an exceptional basis, you wish to carry out a Debit Card Payment in excess of the limit the Bank has applied to your Card, please contact the Bank and the Bank may, at its absolute discretion, make arrangements for such Debit Card Payment to be authorised.

You may cancel Cards at any time without notice by giving the Bank instructions in writing, enclosing all Cards issued for the Account, destroyed by cutting them into at least four pieces across both the silver chip on the front of the Card and the black magnetic strip on the back of the Card. Without prejudice to the Bank's rights under Section 2.13(e), the Bank may, at its sole discretion, cancel the Cards issued on your Account(s) by giving you at least two months' notice. If you breach these Terms & Conditions by misusing the Card, the Bank may refuse to provide you with a renewal or replacement Card or to allow any overdraft facility to be further drawn at any time without previous notice, but the Bank will send you written confirmation. If you or the Bank cancel your Card(s), the Bank is entitled to continue to deduct from your Account(s) the amounts of any Debit Card Payment that you have authorised and you will still be liable to repay any borrowing on the Account(s), together with interest and charges until repayment in full.

3.3 Additional Terms and Conditions regarding Cards and Debit Card Payments

(a) Safeguarding the Card

When you receive the Card, you must immediately sign the signature strip on the back in black ball point pen. If you have collected the Card from the Bank, it will be immediately activated and available for use. If your Card is posted to you, certain steps detailed in the accompanying letter will need to be completed to activate the Card. The Card is only valid for the period shown on it and must not be used outside that period. If the Card expires or is lost or stolen, the Bank may provide a new Card. You must not allow any other person to use the Card or the Card number and you must always keep them safe. You must never keep your Card with your PIN.

(b) **The PIN**

On receipt of your PIN, you should memorise the number and then destroy the slip on which it is printed. You may change your PIN number at any time at the ATM at the Bank's premises at 35 Portman Square, London W1H 6LR, or at any Ahli United Bank ATM in Bahrain. The PIN must be kept secret. Do not let anyone else know it or use it. If you do write down or record the PIN, you should ensure that it is stored in a way that means it can be kept secret and secure. Do not write the PIN on the Card or on anything kept with the Card. If you forget your PIN, the Bank can issue you with a reminder of the number. The PIN must only be used for a Card Present Transaction where you are able to input the PIN directly to a Merchant terminal or for an ATM Transaction where you are required to input the PIN to the keypad of the ATM. You must never use your PIN for a Card Not Present Transaction.

The Bank will never ask you to reveal your PIN.

For ATM transactions, you will be required to input your PIN to the ATM keypad. For Card Present Transactions, you will usually be required to input your PIN to the Merchant card terminal or to sign a sales slip. For Card Not Present Transactions you will not be required to use your PIN or to sign a sales slip.

(c) **Consent / Instruction to Transact**

When you use your PIN in conjunction with your Card, provide your signature to a Merchant, use any contactless functionality of the Card or otherwise provide your Card details (for example over the telephone or the internet), the Bank will treat this as your irrevocable consent to the transaction concerned. Once the Card has been used for a Debit Card Payment, the Debit Card Payment cannot be stopped. The Bank will deduct the amount of any Debit Card Payment from your Account(s). There may be some circumstances in which the Bank can obtain a refund for you. This will depend on the circumstances. In each case, you should contact the Bank and provide the details of the transaction to allow the Bank to assist you.

(d) **Joint Accounts**

This Section applies if the Account to which a Card is linked is a Joint Account and, unless otherwise stated, shall continue until the Bank receives written notice to the contrary from any one Joint Account holder. The Bank may issue a Card to any one of the Joint Account holders. The Bank may pay and deduct from the Account(s) all amounts resulting from transactions or instructions which any one Joint Account holder instructs or authorises the Bank to pay.

This applies whether the Account is in credit, is overdrawn or becomes overdrawn as a result of such transaction and will continue to apply if a payment cannot be stopped. Each Joint Account holder is jointly and severally responsible for complying with these Terms & Conditions.

(e) **Data Protection and Collection**

Use of your Card abroad will involve third parties who may not be subject to the Data Protection Laws or its equivalent. To the extent that the Bank process your personal information, the Bank will comply with the Data Protection Laws as set out in Section 2.7.

(f) **Currency, Law and Jurisdiction**

All Debit Card Payments made with the Card outside the UK constitute a payment by the Bank to the country where the Debit Card Payment took place. As a result, a Debit Card Payments may be subject not only to the laws and regulations of the UK but also to the laws and regulations of the country in which the Debit Card Payment is requested. Therefore, Debit Card Payments made outside the UK shall be in a currency determined by the Merchant or ATM operator with whom the Debit Card Payment is being undertaken. The equivalent in the currency of your Account shall be debited to your Account(s) with the Bank. Debit Card Payments outside the UK shall also be subject to any exchange controls, regulations or limitations in effect in the country in which the Debit Card Payment took place.

3.4 Payment requiring a Conversion into a Foreign Currency

With the exception of Debit Card Payments, where any payment requires a conversion by the Bank into a foreign currency the Bank will use its standard applicable rate on the date of the payment. For Debit Card Payments, the exchange rates used will be the standard rates used by Visa plus 1%. The Bank will only convert a payment into a foreign currency at your request or in accordance with these Terms & Conditions.

If you would like to know the standard applicable rate that will be used on a transaction, you can contact the Bank to obtain the standard applicable rate. For Debit Card Payments, you can also use the following website to calculate the Visa exchange rate for a particular transaction on a particular date: <https://www.visaeurope.com/making-payments/exchange-rates>. For Debit Card Payments, you can also use the exchange rate calculator on Visa's website to calculate the Visa exchange rate for a particular transaction on a particular date.

3.5 Foreign Currency Payments

You may receive cheque payments and make and receive cash payments in relation to your Account(s) in a currency different to the currency of your Account(s). The terms applicable to such payments are below:

(a) **Cash Withdrawals in Foreign Currency**

Foreign currency cash withdrawals will incur a fee as detailed in the Bank's Tariff of Charges and will be converted at the rate of exchange applicable on the day if withdrawn from an Account in a currency other than that of the cash withdrawn. The Cashier will advise you of the rate before initiating the transaction. Withdrawals of foreign currency cash will usually require two Business Days' notice.

Foreign currency cash deposits will incur a fee as detailed in the Bank's Tariff of Charges and will be converted at the rate of exchange applicable on the day if paid into an Account in a

currency other than that of the cash deposited. The Cashier will advise you of the rate before initiating the transaction.

(b) Foreign Currency and Non-UK Cheques

Acceptance of any foreign currency or cheque that cannot be cleared in the UK cheque clearing system is entirely at the Bank's discretion.

Such cheques can only be deposited for collection at the Bank's offices at 35 Portman Square, London W1H 6LR, United Kingdom. They may be posted to the Bank if you are not able to deposit them in person. You must provide the Bank with your Account number to which the cheque proceeds are to be deposited at the time you deposit or send the cheques. If the currency of the cheque deposited is not the currency of the Account you have asked the Bank to credit, the Bank will on completion of clearing convert the proceeds to the currency of the Account to be credited. If the Bank converts the proceeds, the rate used will be its standard applicable rate derived by reference to market sources on a daily basis. If the Bank is unable to receive the currency of the cheque, it will instruct the bank on which the cheque is drawn to convert the proceeds to the currency of the Account you have asked the Bank to credit. In this case the exchange rate will be beyond the Bank's control. If you contact the Bank prior to or at the time of deposit during Business Hours, the Bank will inform you, based on the details of the cheque/s to be collected, of the method of collection it will use and whether it can receive the proceeds in the currency of the cheque. The Bank will inform you if it declines to accept a cheque for collection. If the Bank accepts cheques for collection, it will procure payment by such method as it determines to be most appropriate in the circumstances based on the amount, the drawee bank and the jurisdiction. This may be by direct presentation to the drawee bank or via a correspondent bank. The Bank will credit your Account with the collection proceeds on the Business Day that it receives confirmation of receipt of payment and if the value date of receipt of the proceeds is earlier than the date of confirmation, such earlier value date will be used when crediting your Account. The Bank may charge you a fee for this service in accordance with its Tariff of Charges. The drawee bank may deduct a fee or commission before remitting the proceeds to the Bank or may charge a fee that is payable upfront and that is not refundable if the cheque is not paid. They may also refuse payment and require a fee to be paid to cover their costs in returning the unpaid cheque to the Bank. In depositing cheques for collection you acknowledge and agree that you are liable for all fees, charges and commissions payable in respect of the transaction and agree that the Bank may debit your Account accordingly for any such costs not already deducted by the drawee bank. You also acknowledge that in other jurisdictions different settlement, legal and regulatory requirements and practices may apply. In particular in some jurisdictions cheques may be returned unpaid and proceeds reclaimed from the collecting bank after the proceeds have been received. In such cases the Bank will debit your Account even if it creates or increases an overdraft or Unarranged Overdraft. You acknowledge and agree that the Bank is not liable for the loss of any cheque or any consequential loss arising from that loss that is outside the Bank's direct control, including losses arising through the use of the UK or overseas postal systems.

(c) Debit Card Payments in a Foreign Currency

Debit Card Payments may be carried out in a currency other than Sterling and will be converted into Sterling in accordance with Section 3.4. Debit Card Payment amounts will be deducted from your Account(s) on the date that they are presented to the Bank by Visa. If a Merchant

or ATM operator gives you the option to be billed in Sterling for a Debit Card Payment in a foreign currency, this means the exchange is completed at the point of sale and no further exchange will take place by Visa or by the Bank.

(d) **Cancelling or stopping payments**

For each payment service, the Bank has detailed the terms for cancelling or stopping a payment:

(i) **Cancelling Immediate Payments (by Cash or Card)**

As these payments are processed immediately, the Bank cannot cancel or stop these payments once the instruction has been received.

(ii) **Cancelling a Cheque**

You may ask the Bank to stop a Cheque you have issued and the Bank will act upon that request if it has not already paid it. Cheques that are presented at the Bank's counter or by Special Presentation may be paid at any time during Business Hours. In some circumstances the Bank may be unable immediately to confirm that it is able to accept your instructions. Cheques that are received in the UK daily clearing are deemed to be paid at 13:30 on the day of presentation and you may request a cheque to be stopped until 30 minutes before this time. You should be aware that you may not issue a Cheque knowing that you will ask the Bank to stop it and that anyone holding a Cheque issued by you or on your behalf may be entitled to enforce payment against you despite the Bank's acceptance of the stop payment order. You may be charged a fee to stop a cheque. Please refer to the Bank's Tariff of Charges for further details.

(iii) **Cancelling Standing Orders**

You may amend or cancel a Standing Order at any time but you must ensure that the Bank receives your instructions during Business Hours not less than two Business Days before the first payment to be cancelled. If you write to the Bank to cancel a standing order, you must provide the Bank with the name of the beneficiary, and if you have more than one payment to the same beneficiary the amount, frequency and any reference associated with the payment to be cancelled.

(iv) **Cancelling Direct Debits**

You may cancel a Direct Debit at any time by contacting the Bank or ensuring that the Bank has your instructions during Business Hours on the day before the first claim that you want the Bank to reject is due to be debited from your Account. If you write to the Bank to instruct it to cancel a Direct Debit, you must provide the Bank with the name of the originator and if you have more than one mandate or arrangement with the same originator, the reference number of the one to be cancelled. You must also notify the originator.

(v) **Cancelling a Wire Transfer**

You may request the Bank to cancel payment instructions that you have already given it. Cancellation can only be guaranteed for payments to a UK or EEA bank account in Sterling,

Euro or other EEA currencies, and to a US bank account in US Dollars when the Bank receives your cancellation instructions during Business Hours on the Business Day before the date you have requested the Bank to make the payment or that it processes the payment. After this time, cancellation will be on a best efforts basis and may require the agreement of the beneficiary. For all other payments cancellation of your payment instructions is on a best efforts basis. If you ask the Bank to cancel or recall a payment it may at its discretion charge you a fee and it will pass on to you any external costs that it incurs.

(vi) **Cancelling Card Payments**

If you inform the Bank that you would like to cancel any Continuous Payment Authorities, the Bank will cancel them for you. The Bank suggest that you also contact the recipient of such Continuous Payment Authorities to let them know that the payments have been cancelled.

3.6 Protecting your Card, Cheque Book or Security Details

You should keep your Card, cheque book and Security Details safe at all times. You should notify the Bank immediately by telephone as soon as possible if you believe that your Card, cheque book or Security Details have been lost, misused or stolen or if your Security Details have become known by another person. Failure to notify the Bank immediately of any such loss or theft, may affect your rights under the remaining provisions of this Section 3. In the event of such notification, the Bank will take immediate steps to prevent your Card, cheque book or Security Details from being misused. This may result in the Bank cancelling your cheque book or immediately blocking the Card and arranging for you to be issued with a new Card and PIN.

To notify the Bank about issues with your Card, cheque book or Security Details you may telephone the Bank during Business Hours via the Bank's main telephone number +44 (0)20 7487 6500 or dial direct your Relationship Manager or other regular contact. For issues with your Card only, you may also telephone the Bank outside Business Hours, or if you are unable to get a reply during Business Hours, via the Bank's alternative telephone number +44 (0)20 7487 6679 where you will be able to speak to someone even if it is outside normal Business Hours. Please give the Bank as many details as possible about the loss, misuse or theft of your Card cheque book or Security Details and if possible quote your Account number. Please also let the Bank know where the Bank can contact you should the Bank need any additional information. Any oral advice to the Bank concerning the loss, misuse or theft must be confirmed by you in writing as soon as possible if the Bank requests it.

If the Bank thinks that there is actual or suspected fraud or a security threat in relation to your Account(s), Card, cheque book or Security Details the Bank may contact you by phone, text message, e-mail or by post, where these have been provided to the Bank. Which method the Bank uses to contact you will depend upon the circumstances at the time.

3.7 Blocking Payment Services

The Bank may block your Card, cheque book or Security Details from being used on reasonable grounds related to the Bank's legal or regulatory obligations or its security, suspected unauthorised or fraudulent use or its on-going misuse (for example where you continually use or try to use the Card when you do not have sufficient Available Balance for the transactions you are undertaking or attempting to undertake). The Bank will attempt to contact you and if for any reason the Bank cannot do so the Bank will inform you immediately afterwards providing it would not compromise reasonable security measures, or be unlawful for the Bank to do so. Having taken such action the Bank will unblock the Card, cheque book or Security Details as soon as practicable if the reasons for blocking cease to apply.

3.8 Notification of and Responsibility for Incorrect or Fraudulent Transactions

You must notify the Bank without undue delay and, if requested by the Bank, provide confirmation in writing, of any transactions that you believe are unauthorised or may be fraudulent or that you do not recognise or that are incorrect. If you do not notify the Bank promptly and in any event within 13 months of the date the transaction was debited from your account, the Bank may be unable to correct any errors and you will not be entitled to reimbursement in respect of any fraudulent or unauthorised transactions. Subject to your timely notification, if an incorrect entry is identified on your Account the Bank will correct it as soon as possible after you tell the Bank or the Bank becomes aware of it. This will normally be the same day for items identified or notified to the Bank during Business Hours or the following Business Day for items identified or notified after Business Hours. The Bank will notify you in writing of any corrections to transactions that it has processed.

3.9 Liability for Unauthorised Transactions and Incorrect Payments

Please refer to Section 2.3 for details of who is liable for unauthorised transactions and incorrect payments on your Account(s).

3.10 Special Conditions Relating to Non-GBP Accounts

- (a) Your Relationship Manager will confirm if you may open non-GBP accounts with the Bank. Payments to and from these non-GBP Accounts can usually only be received and effected by electronic payment and the transmission of such payments may be subject to local practices (including different business days and business hours) and laws in the principal financial centre of that currency.
- (b) You may also deposit or withdraw GBP, USD or other pre-agreed currencies in cash, subject to Section 3.2.
- (c) You are responsible for any exchange rate risk associated with Account balances. You must repay any overdraft in the relevant currency of the account. You will be responsible for any costs incurred by the Bank in obtaining repayment of overdrawn balances.

3.11 Residential Property Payments

- (a) A Residential Property Payment ("RPP") service is offered by the Bank, primarily to non-UK resident Account holders who own UK properties, as a means of ensuring that property related bills are paid whilst they are not in the UK. Use of the RPP service is subject to receipt by the

Bank of a completed RPP mandate incorporating additional terms and conditions. These Terms & Conditions, together with the additional terms and conditions of the Supplementary Service Agreement incorporated with the RPP mandate, collectively comprise the framework contract (the “**Framework Contract**”) between you and the Bank in respect of the RPP service. The Bank charges a fee in accordance with its Tariff of Charges for this service.

- (b) Payments made by the Bank in settlement of RPP bills that have been sent to it under the terms of the RPP mandate may be effected by the Bank in the manner it deems most appropriate, including by cheque or electronic transfer. The Bank will send you a confirmation of each payment made with a copy of the associated bill.
- (c) You must maintain sufficient Available Balance to cover the bills that the Bank is instructed to pay under the mandate that you provide to it. If you do not have sufficient Available Balance the Bank may refuse to make payments. If the Bank does this it will advise you in writing and may charge you a fee in accordance with its Tariff of Charges. In the case of repeated failure to maintain sufficient Available Balance the Bank reserves the right to withdraw the service subject to providing you with two months’ notice.
- (d) If you wish to cancel the contract for this service you may do so at any time with immediate effect by providing written notice to the Bank. Any cancellation fee may be charged in accordance with the Tariff of Charges.

3.12 Operation of the Account(s)

- (a) Other than as detailed in this Section 3, if the Bank receives instructions or a credit to your Account(s) during Business Hours on any Business Day, the Bank will make best efforts to process them on that day or on the date specified (provided such date is a Business Day) in your instructions. Instructions and credits received after the end of Business Hours may be processed on the next Business Day.
- (b) You must always ensure that you have a sufficient Available Balance by the end of the Business Day before the day on which:
 - (i) Cheques you have issued are presented for payment;
 - (ii) Standing Orders and Direct Debits are due to be paid;
 - (iii) You withdraw money from a cash machine;
 - (iv) You carry out a Debit Card Payment;
 - (v) you request the Bank to make payments by any electronic means or by telephone; and
 - (vi) any other transactions are due to take place, including the application of interest and charges.
- (c) In deciding whether you have an Available Balance in your Account(s) to cover a transaction, the Bank takes account of any of the following which may apply to your Account: any authorised Debit Card Payments, any unused Arranged Overdraft facility where applicable, any

Cheques the Bank is treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your Account(s). The Bank does not have to take account of regular credits or any amounts received after it has decided not to make the payment.

- (d) If there is no Available Balance in your Account(s) to cover transactions before the end of Business Hours on the Business Day before the day on which these transactions are due to take place, payment of some or all of the transactions may be refused due to lack of funds. If the Bank refuses a payment due to lack of funds, it will write on the Business Day following refusal to notify you unless it considers it is unable to do so for legal or regulatory reasons. The Bank's charges for notification of refusal are detailed in its Tariff of Charges.

4. Investment and Custody Services

With regard to each of the following investment services, the terms of any Supplementary Service Agreement for any such Service shall apply in addition to those set out below and shall take precedence to the extent of any conflict.

4.1 Investment Services

Upon your agreement with the terms of an investment services client agreement or other such agreement or arrangement as the Bank shall specify, the Bank will agree to act on your behalf in relation to the investment services more specifically described in the Investment Services Client Agreement.

4.2 Custody Services

Upon your agreement with the terms of a custody services agreement or other such agreement or arrangement as the Bank shall specify, the Bank will agree to act on your behalf in relation to the services more specifically described in the Custody Services Agreement.

5. General Banking Services

With regard to each of the following general banking services, the terms of any Supplementary Service Agreement for any such Service shall, if applicable, apply in addition to those set out below and shall take precedence to the extent of any conflict.

5.1 Call Deposit Accounts

Call Deposit Accounts are Accounts from which funds can be withdrawn on demand. They are available in Sterling, US Dollars and Euro. Please contact the Bank if you require a Call Deposit Account in any other currency. Sections 2.6(g) to 2.6(j) provide information about credit interest for Call Deposit Accounts and Section 2.8(a) provides information about statements. Cheques and Cards are not available on Call Deposit Accounts and Standing Order and Direct Debit payments cannot be made from them.

5.2 Flexi Deposit Accounts

Flexi Deposit Accounts are available in Sterling and US Dollars only. Sections 2.6(g) to 2.6(j) provide information about credit interest for Flexi Deposit Accounts and Section 2.8(a) provides information about statements. Cheques and Cards are not available on Flexi Deposit Accounts and Standing Order, Direct Debit, and Wire Transfer payments cannot be made from them. Cash withdrawals are also not allowed. All withdrawals from Flexi Deposit Accounts will be processed by the Bank in accordance with your instructions and must be to a current Account or Call Deposit Account held with the Bank in your name. All withdrawals from Flexi Deposit Accounts will be processed on the first Business Day of the month following receipt of the instruction or, if received during Business Hours on the first Business Day of the month on that day, unless your instructions specify an earlier date in which case the Bank will process the withdrawal on that earlier date but with a value date of the first Business Day of the current month.

5.3 Notice Deposit Accounts

The Bank offers Notice Deposit Accounts which are subject to additional terms and conditions in a separate Supplementary Service Agreement which includes details of the notice periods available from time to time. None of the payment services detailed in Section 3 are available on Notice Deposit Accounts. All deposits to, and withdrawals from, Notice Deposit Accounts will be processed by the Bank in accordance with your instructions and must be from or to a current Account or Call Deposit Account held with the Bank in your name.

5.4 Fixed Deposits

The Bank offers the facility to place deposits at a fixed rate of interest for a defined period of time ("**Fixed Deposits**") with a minimum term of one week, a minimum amount of £50,000 or currency equivalent and a maximum term of up to five years of the Fixed Deposit being made. For periods up to and including 12 months interest is paid at maturity. For periods over 12 months the Bank will agree with you the interest payment date(s) and the account to which the interest will be credited which must be an Account in your name with the Bank. Interest cannot be added to a Fixed Deposit until the end of the originally contracted maturity. The Bank will only accept instructions to place funds on Fixed Deposit if you have sufficient Available Balance on your Account. Instructions to place a Fixed Deposit may only be amended or cancelled during Business Hours and no later than one Business Day prior to the start date from which you have instructed the Bank to place the deposit. No partial withdrawals or additions to the Fixed Deposit may be made. After a Fixed Deposit has been placed it may only be broken or withdrawn at the Bank's discretion and this will only be considered in exceptional circumstances in which case a fee will be charged to cover the administration and market costs incurred. The Bank will advise you of the amount of the fee before acting on your instructions. All deposits to and withdrawals from Fixed Deposit Accounts must be from or to a current Account or Call Deposit Account held with the Bank in your name. The Bank will pay credit interest to you gross. The Bank will calculate any credit interest on payments once these have been added to your Account(s). It is your responsibility to comply with your tax obligations, such as payment of tax and filing of returns, in all countries where those obligations arise. The Bank does not offer tax advice and it is not responsible for your tax obligations in any country. You should seek independent tax advice.

5.5 Overdrafts

- (a) You must keep your Account(s) in credit unless the Bank agrees an overdraft facility with you.
- (b) Arranged Overdraft facilities are available on certain current Account(s) on request at the Bank's sole discretion and subject to its assessment of your financial standing.
- (c) When the Bank agrees an overdraft with you it will confirm in writing the overdraft limit, the agreed period, the interest rate and any charges which you must pay. Such overdrafts will be Arranged Overdrafts.
- (d) If at any time any transaction would result, without prior arrangement, in your current Account(s) being overdrawn or the Arranged Overdraft limit being exceeded, the Bank may exercise its sole discretion and without contacting you, to allow an overdraft to be created or allow the borrowing limit to be exceeded. Where the Bank allows a payment despite lack of funds, the new or excess overdraft will be an Unarranged Overdraft. Unarranged Overdrafts will incur interest and fees as detailed in the Tariff of Charges.
- (e) The Bank may at any time, without giving you written notice, offset the overdraft by blocking balances held on other accounts in your name (regardless of currency), reduce your overdraft limit, or withdraw your right to overdraw the current Account(s) and demand immediate repayment of any debt on the current Account(s). If the Bank can reasonably do so without prejudicing its interests, including its regulatory position, the Bank will give you at least 30 days' notice before making the change.
- (f) On receipt of a demand for repayment, you must stop issuing Cheques and making withdrawals on the current Account(s) until the Arranged or Unarranged Overdraft is cleared.
- (g) Until you repay the Bank in full, it will charge interest in accordance with Section 2.6(f).