



FBN BANK (UK) LIMITED
Terms and conditions – Business Accounts

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Section A
Terms and Conditions – Business Accounts

1 Introduction

1.1 These terms and conditions (the “Terms”):

- (a) apply if you have an account and a business banking relationship with FBN Bank (UK) Limited in the United Kingdom;
- (b) apply if you are a **Corporate Customer**;
- (c) explain our obligations to you and your obligations to us; and
- (d) apply to our key products and services provided to you in the United Kingdom.

1.2 Your agreement with us (the **Agreement**) is contained in:

- (a) these Terms;
- (b) any additional conditions in respect of a particular product or service that we may agree between us; and
- (c) the application form or forms you have signed.

1.3 You are a Corporate Customer if you are not a consumer or a Micro-Enterprise. A Micro-Enterprise is an enterprise whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people, or a small charity, which is one with an annual income of less than £1 million. If you cease to be a Corporate Customer, you should let us know by contacting us using the details given in paragraph 2.2 of this Section A.

1.4 In accepting these Terms, you confirm that you are a Corporate Customer, and you agree that:

- (a) none of the provisions of Part 5 of the UK Payment Services Regulations 2009 (SI 2009/209) (the **Payment Services Regulations**) applies to the Agreement between us;
- (b) that Regulations 54(1), 55(3), 55(4), 60, 62, 63, 64, 67, 75, 76 and 77 of the Payment Services Regulations do not apply to the Agreement; and
- (c) that the time period for notifying us of any unauthorised or incorrectly executed payment transaction is any such period specified in these Terms rather than regulation 59(1) of the Payment Services Regulations.

1.5 You agree that with respect to information supplied to you regarding (i) FBN Bank (UK) Limited, (ii) your accounts, (iii) the use of payment services, (iv) payment transactions, (v) fees and charges, (vi) corrective measures and redress, and (vii) changes to these Terms, these Terms will apply in derogation from otherwise applicable law, to the fullest extent permitted.

1.6 The additional conditions include our charges and interest rates Tariff, notice periods, minimum or maximum balances and other terms which are specific to a particular

account or service. We will provide you with additional conditions when you apply for a new product or service. We may also publish them on our website.

1.7 If the additional conditions are inconsistent with these Terms, the additional conditions will apply. Similarly, if there is a provision in these Terms that is specific to a particular product or service, that provision will take precedence over provisions of general application in relation to that product or service in the event of inconsistency.

1.8 Please read these Terms carefully and retain them for future reference. These Terms will continue in force until terminated in accordance with paragraph 9 of Section C. If you have any questions regarding these Terms, please contact your relationship manager with us.

1.9 You agree that with respect to:

- (a) charges for information and/or corrective measures we undertake;
- (b) the requirements for consent to execution of payments;
- (c) the irrevocability of instructions,
- (d) the burden of proof on evidentiary measures;
- (e) liability for unauthorised payments or the non-execution/defective execution of payments;
- (f) conditions applicable to refunds for payments; and
- (g) means of redress,

these Terms will apply in derogation from otherwise applicable law, to the fullest extent permitted.

1.10 In these Terms “you” and “your” means company or LLP and includes any person you authorise to give instructions on your accounts. “We”, “us” and “our” mean FBN Bank (UK) Limited, and “FBN Group” means us, our parent company and any companies in our group (within the meaning of the Financial Services and Markets Act 2000). Any references to “business days” shall mean any day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays.

1.11 No one else apart from you will have any rights or be able to enforce these Terms.

2 **Contacting each other**

2.1 We may contact you by post, telephone, fax, e-mail or by other electronic means (which in these Terms includes the internet and any form of electronic message made by any type of electronic device) using the latest address, telephone number or electronic mail address you have given us. It is your responsibility to ensure that we have your current contact details. We will continue sending information to you at the last known address we have for you. If you do not inform us promptly of a change to your details, the security of your information could be put at risk.

2.2 You can use the following details to contact us:

FBN Bank (UK) Limited
28 Finsbury Circus
London EC2M 7DT

Telephone: +44 (0)20 7920 4920
Fax: +44 (0)20 7920 4970
E-mail: info@fbnbank.co.uk
Website: www.fbnbank.co.uk

2.3 You can use the following details to contact Customer Services:

Customer Services
FBN Bank (UK) Limited
28 Finsbury Circus
London EC2M 7DT

Telephone: +44 (0)20 7920 4920 (please select the Customer Services option)

E-mail: customerservice@fbnbank.co.uk

2.4 We may record or monitor telephone calls and monitor electronic communications (including e-mails) between us so that we can check instructions and make sure that we are meeting our service standards.

3 **General information**

3.1 These Terms are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over any dispute arising under them.

3.2 If any condition or part-condition of these Terms is or becomes invalid, illegal or unenforceable that condition or part-condition will to the extent required be severed from the Agreement and will not affect the validity and enforceability of the rest of these Terms.

3.3 We will only write and communicate with you in English. If a translation to any other language is provided to you, this will be done for convenience purposes only and in all cases English will remain the legally binding language of our communications with you.

3.4 If we choose not to exercise rights against you immediately we can still do so later.

3.5 Nothing in these Terms shall be deemed to exclude or limit our liability which is not permissible under applicable law including liability for death or personal injury caused by our negligence or fraudulent misrepresentation or under the Financial Services or Markets Act 2000 or any associated regulations or to affect your statutory rights or your rights under any legally binding code of practice to the extent that such rights cannot be excluded by law. If there is any conflict between these Terms and such rights, such rights will prevail.

3.6 FBN Bank (UK) Limited is a subsidiary of the First Bank of Nigeria Limited and is incorporated in England and Wales with registered office 28 Finsbury Circus, London EC2M 7DT. FBN Bank (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Firm Registration Number 216772). FBN Bank (UK) Limited's registered VAT Number is 365490238 and its Company Register Number is 04459383.

3.7 You can view the FCA Register at www.fsa.gov.uk/register/home.do.

3.8 You can also find out about some of our current rates and charges in our Tariff detailed at Appendix 1 of these Terms (the "Tariff"), on our website, www.fbnbank.co.uk, or by phoning us or asking our staff. When we change the credit interest and/or overdraft interest rates on your account, we will update the information available on our website within three business days of the change and will update information in our literature as soon as reasonably possible after the change.

4 **Changes to these Terms**

4.1 We may change these Terms, our charges and interest rates and introduce changes to our services (including any benefits or services provided as part of an account package) at any time where you will incur no extra cost and we consider this is to your advantage. Changes will normally be caused by market conditions (including any change in base interest rates), changes in the cost of providing a service to you, predicted changes in legal or other regulatory requirements affecting us, or any system or product development, or any other good reason. Changes to interest rates will be made and notified to you in accordance with paragraph 5 of this Section A.

4.2 We will give you not less than 30 days' notice of any changes to these Terms which are to your disadvantage.

4.3 We will notify you of any changes to these Terms by:

- (a) sending you written notice by post or by electronic means; or
- (b) putting messages on your statements.

We will tell you about any other changes using the above methods. Alternatively, you can find out this information by visiting our website, at www.fbnbank.co.uk.

4.4 We may introduce changes to these Terms immediately and advise you within 30 days of the change if we reasonably consider the change is to your advantage or if we consider they are necessary to take account of any legal or regulatory requirements. If we make any change to these Terms that is to your disadvantage, you may switch your account or close it without incurring extra charges or interest, provided you do so within 30 days of receiving notice of the change.

4.5 If you do not notify us prior to the date of the proposed change, you will be treated as having accepted the changes.

5 **Interest and charges**

5.1 When you become a customer, we will give you information on the interest rates and charges which apply to your accounts. We will deduct interest or pay it to you in

accordance with those rates and charges. The rates and charges that we deduct from your account are contained in our Tariff. You can also find out about current and historical rates and charges by phoning us or asking our staff. If you use further products or services in the future, we will inform you of the charges that relate to them and you can ask for information on other products and services at any time.

5.2 Unless we tell you otherwise, we work out interest on a daily basis on the amount of the cleared balance on each account at the end of each day.

5.3 We pay interest or, if applicable, charge interest and fees by crediting or debiting your account.

5.4 Unless a change in law requires us to act differently, we will notify you at the earliest opportunity and in all circumstances we will give you not less than 30 days' notice before making changes in interest rates, unless the change in interest rate:

is in your favour; or

is based on a specified external rate or index;

in which case the change will be made by us immediately.

5.5 When we change the interest rates on accounts we will, within three business days of the change, put notices on our website. To help you compare rates more easily, our notices will show clearly the old and new rates.

5.6 We will tell you our tariff of charges for basic account services and about any changes in the Tariff. We will give you not less than 14 days' notice before deducting interest or charges for which have built up over a charging period. We will also tell you about any charge for a service related to your account which is not in our Tariff and we are entitled to charge for additional services provided to you, whether these relate directly to the account or not. We will do this on request or before or when we provide the service to you. If any changes are made to the Tariff, details of the revised charges will be sent to you at least 30 days before the implementation date for the changes.

5.7 If your account is overdrawn, or you go over your overdraft limit, we may charge you interest and also a fee by debiting your account. We will tell you what the interest rates are for business overdrafts, how interest will be calculated and about any changes in the rates. Alternatively, you can find out this information by visiting our website, at www.fbnbank.co.uk

5.8 Interest will be paid without withholding tax save as may be required by law.

5.9 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account. Wherever possible, we will notify you of any such taxes or costs before they become payable. Alternatively, you can find out this information by visiting our website, at www.fbnbank.co.uk.

6 **Our liability to you and your liability to us**

6.1 We will not be liable to you in any circumstance where:

- (a) we do not act on your instructions for any reason under paragraph 1.12 or 2.2 of Section B, or paragraph 2.4 or 5.24 of Section C;

- (b) the instructions you give us are not correct; or
- (c) we cannot carry out our responsibilities under these Terms as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work and industrial disputes.

6.2 We will not be liable to you in any circumstances for:

- (a) loss of business, loss of goodwill, loss of opportunity, loss of profit;
- (b) any type of special, consequential or indirect loss whatsoever; or
- (c) loss caused as a result of any use by you of any account aggregation or similar service provided by someone else.

6.3 We shall not be liable to you in any circumstances for acting on the instructions of a person you have authorised in a mandate (including where that authorised person sets up a direct debit or standing order) unless they act outside the authority you gave them in the mandate and we acted on those instructions.

6.4 If you breach any of these Terms, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as any fees for our services that you have not yet paid).

6.5 If you use an online service which allows you to view details of more than one online account, all users of that online account may be liable for any fraud or mistakes that happen on your accounts as a result.

6.6 If you fail to make a payment to us when it is due, we may use money in any account(s) you have with us to pay or reduce any debt which you owe to us. If we decide to exercise this right of 'set-off', you will be given 3 days' written notice. During the notice period we may not allow any transactions to be made on your account.

7 **Using information about you**

7.1 In order to provide you with the products and services, we may need to collect, use, share and store personal and financial information ("personal information"). This includes information which we:

- (a) obtain from you or from third parties, such as credit reference agencies (who may search the electoral register), fraud prevention agencies or other organisations or other parties associated with you, when you apply for an account or any other product or service, or which you or they give to us at any other time; or
- (b) learn from the way you use and manage your account(s), from the transactions you make such as the date, amount, currency and the name and type of supplier and from the payments which are made to your account.

- 7.2 You agree that where a FBN Group company needs to provide information about you (including information regarding your account and financial activities) to any tax authority in the UK or abroad, we may share such details and documents with them. Should we need further information from you in order to comply with such information requests, you agree to provide us with any information and documentation as we may request from you no later than 30 days from us sending such request to you.
- 7.3 Where you provide personal and financial information relating to others (e.g. employees, directors or shareholders) for the purpose of opening or administering your account, or for any other reason, you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with these Terms.
- 7.4 We and other companies in the FBN Group may use personal information to open and manage your account(s), give you statements, provide our services, prevent and detect fraud, money laundering and other crime, carry out regulatory checks, meet our obligations to any relevant regulatory authority and protect our interests.
- 7.5 We and other members of the FBN Group may use personal information to inform you by letter, telephone, e-mail and other electronic means, about products and services (including those of others) which may be of interest to you.
- 7.6 Other companies in FBN Group with whom we may share personal information may be located in countries that might not have equivalent laws in place to protect information relating to individuals.
- 7.7 If we transfer personal information in accordance with these Terms to a person, office, branch or organisation located in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to personal information.
- 7.8 We may share personal information with fraud prevention agencies to prevent and detect fraud, money laundering and other crimes.
- 7.9 We will retain personal information after the closure of your account, if the banking business relationship has terminated, or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
- 7.10 If we are asked to give a banker's reference to a third party about your ability to undertake a financial commitment, we will request your written permission before we give the reference.
- 7.11 Individuals can ask for a copy of the information we hold about them by writing to us. A fee will be charged for this service.
- 7.12 We will not use personal information for any other purpose other than as outlined in these Terms.

8 **Complaints and redress**

- 8.1 If you want to make a complaint, please contact your Relationship Manager (if applicable) or Quality Assurance (telephone: +44(0)20 7920 4920 (please select the Reception and All other enquiries option) or email:

qualityassurance@fbnbank.co.uk) and we will tell you how to do this and what to do if you are not happy with the outcome. Our staff will help you with any questions you have.

- 8.2 FBN Bank (UK) Limited is a member of the Financial Services Compensation Scheme (the “Scheme”). In the event of our default or insolvency, you may be entitled to payments under the Scheme. Payments under this Scheme are limited to 100% of the first £85,000 of all deposits; this is the maximum claim amount. The above limit on compensation is correct as at the date of these Terms, but may change. Individuals and small firms are covered by the Scheme, although your eligibility will depend on your specific circumstances. The Scheme covers deposits made with the offices of FBN Bank (UK) Limited within the European Economic Area and deposits denominated in all currencies are treated alike. Further details of the Scheme are available upon request to us or from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU, telephone 0800 678 1100 or 020 7741 4100 or on www.fscs.org.uk.

Section B

Your Instructions to Us

1 Giving us instructions

- 1.1 The Payment Services Regulations apply to these Terms except that all the provisions contained in those regulations, which can be excluded in agreements with businesses who are not microenterprises, are excluded to the fullest extent permitted by the Payment Services Regulations.
- 1.2 You will be responsible for the accuracy and completeness of all instructions given to us.
- 1.3 For any method of communication you use to instruct us, the time of receipt will be the time we receive your instructions rather than the time you send them.
- 1.4 In most circumstances we cannot change or stop an instruction you give us because we start processing instructions when we receive them. If we are unable to cancel your instructions, we may make a charge as set out in our Tariff. However if we are able to stop the instructions we will notify you in writing of this.
- 1.5 For any payment to another party you must provide us with the following information in order that we may be able to process your request:
 - (a) details of the recipient, including their name, address, account number and sort code;
 - (b) the date required for transfer;
 - (c) the amount to be transferred; and
 - (d) the name of the beneficiary bank.
- 1.6 You can give us instructions in writing by post. Any instructions must be sent to FBN Bank (UK) Limited, 28 Finsbury Circus, London EC2M 7DT and be accompanied by a document bearing your original signature(s).
- 1.7 We shall only accept instructions if the instructions are received from you or from any person whom you have previously advised us has authority to give instructions on your behalf in accordance with Section C, paragraph 3. In particular, we will accept direct debit instructions and instructions to set up a standing order from a third party, where you have signed and provided us with a mandate from you naming that third party and detailing their permissions. We will not be liable to you if we act in accordance with your instructions to us in the mandate.
- 1.8 Should we agree such measures with you, you may be able to provide us with instructions orally in person, by telephone or by electronic means (including e-mail).
- 1.9 In the event that you suffer any loss (consequential or otherwise), claim, demand, action, cost, expense, liability or damage as a result of our accepting, interpreting, delaying or declining any instruction you shall have no claim or redress against us.
- 1.10 We shall not be liable for any loss, damage, interruption, delay or non-performance of your instructions arising from any abnormal or unforeseeable circumstances beyond our reasonable control including, but not limited to, the following: fire, storm,

flood or acts of God, labour disputes, explosion, riot, war, or any intervention by government other than arising from our own negligence, please see paragraph 6 of Section A.

- 1.11 You agree and undertake to indemnify us against losses, claims, actions, proceedings, demands, damages, liabilities, costs and expenses (including all interest, penalties and legal or other professional costs and expenses) incurred or sustained by us (including without prejudice to the generality of the foregoing any sums we may be obliged to pay to a third party) out of or in connection with us acting in accordance with an instruction which has been or which appears to have been furnished by you or on your behalf save in the case of negligence or breach of contract on our part in respect of such instruction. For the avoidance of doubt, this indemnity applies even if any such instruction was made in error or fraudulently or if such instruction was not in fact issued by you or with your authority.
- 1.12 Where we agree that you may give instructions by telephone or by electronic means (including e-mail), we are entitled to act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we may make to you, or the person authorised by you, on a telephone number that we hold on our records for you or the person authorised by you. If we are unable to contact you by telephone to verify the instructions, the payment may be delayed or not made. We may choose to proceed without obtaining further telephone confirmation of the instruction.
- 1.13 If you give us an instruction by telephone or electronic means we can ask you to confirm it in writing.
- 1.14 Before we can act on instructions given to us by telephone or by electronic means (including e-mail) we will inform you of the information we require to act on these instructions and the security procedures with you. By “security procedures”, we mean the use of a password, security keys, cards, personal identifier(s), codes, Personal Identification Numbers (PINs) and/or encryption device(s) and so on, which may be changed by us in the future. You must use the security procedures we notify you of from time to time, alternatively, you can find out this information by visiting our website, at www.fbnbank.co.uk.
- 1.15 If you do not provide correct payment details, we will not be liable for failing to make a payment or making an incorrect payment but we will make reasonable efforts to recover your funds (although we may charge you for this).
- 1.16 We will notify you of any financial or other limits we apply to telephone and electronic instructions from time to time. We will tell you if your transaction exceeds any of the limits.
- 1.17 During maintenance exercises or in case of emergency our electronic or telephone service may become temporarily unavailable, and where possible we will try and give you prior notice of this when such events occur.

2 Acting on your instructions

- 2.1 We reserve the right to take additional security measures before acting on instructions from time to time. As long as we have followed your instructions correctly, we can deduct the amount of any payment from your account. We may rely on any information quoted in an instruction as correct.

- 2.2 We can refuse to act on any instruction if:
- (a) you have insufficient funds or overdraft facilities in place to complete the transaction;
 - (b) we have a good reason for thinking that you did not give us the instruction;
 - (c) the instruction is not clear, is incomplete or not in the required form;
 - (d) we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us;
 - (e) we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws; or
 - (f) we reasonably believe that carrying out the instruction may damage our reputation.

2.3 We will notify you of any financial or other limits we apply to telephone and electronic instructions from time to time.

3 **Erroneous or unauthorised instructions and payments**

3.1 Should we decide that it is useful for any police investigation, you agree to provide us with any details and/or documents relating to an actual or suspected breach of the security provisions under these Terms.

3.2 We will do all that we reasonably can to prevent a breach of security resulting in unauthorised access to your accounts and the information we hold about you. We may remove, suspend or reduce access to your account using our internet and/or telephone banking services, or any of the services we make available to you as part of our internet and/or telephone banking services where:

- (a) we have reasonable grounds to suspect the security procedures have not been kept safe;
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of the security procedures; or
- (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

3.3 Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

3.4 Should you receive a payment by mistake, we may remove that amount from your account regardless of whether you had allocated it for another use.

4 **Protecting your information**

4.1 You must do all that you reasonably can to make sure that your security details with us (including any of your identification information) are kept secret at all times and

take steps to prevent unauthorised use of the security procedures. You must not give details of any such security details to anyone else or let anyone else use your security details. Try to remember any code or PIN and destroy any notification as soon as you receive it. You must never write down or record your PIN or other security details. Any security-related device must be kept physically secure, which includes making sure that security details are not kept in any form (including by browser or any other software) in such a way that anyone using the same device can go through the security procedures using stored details.

- 4.2 If you think someone else may know your security details, if the security procedures have been breached or if there has been unauthorised access to your Internet Banking account, you must tell us as soon as you can by telephoning us on +44 (0)20 7920 4920.

5 **Liability**

- 5.1 In the event that you suffer any loss (consequential or otherwise), claim, demand, action, cost, expense, liability or damage as a result of our accepting, interpreting, delaying or declining any instruction you shall have no claim or redress against us.
- 5.2 We shall not be liable for any loss, damage, interruption, delay or non-performance of your instructions arising from any abnormal or unforeseeable circumstances beyond our reasonable control including, but not limited to, the following: fire, storm, flood or acts of God, labour disputes, explosion, riot, war, or any intervention by government other than arising from our own negligence, please see paragraph 6 of Section A.

Section C

Account Information

1 Opening an account

- 1.1 We must see originals of all the account opening documentation. If you wish to keep any original documents, we will take a copy and return the original to you.
- 1.2 We may make enquiries about you with credit reference agencies. We have the right to decline to accept your money or your application to open an account with us. You must be at least 18 years of age to open a business account with us.
- 1.3 The address that you give us will be the one to which all communications will be sent. You must confirm any change of address in writing, and also any change of name, contact phone number, or e-mail address (if this is how we communicate with you), and we may request that you provide proof of these changes to us before we act on any of your instructions following such changes.
- 1.4 We will require you to place a minimum deposit to open an account.

2 Operating the account

- 2.1 Automated withdrawals from your account (e.g. standing orders or direct debits) will, where possible, be debited at the beginning of the business day they are due. Deposits paid into your account on the day an automated withdrawal is expected may not therefore be available to meet that withdrawal.
- 2.2 If you maintain more than one account with us and you deposit funds without indicating to which account they should be credited, we will credit them to whichever of your accounts we think appropriate.
- 2.3 In addition to the Internet Banking services available, you may make transfers between any of your current and savings accounts by giving us your instructions over the counter, at our premises or in writing. We will, where possible, carry out the transfer on the same day as we receive your instructions.
- 2.4 Your account and the transactions passing through it may be affected by a Court Order: for example, a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.
- 2.5 Withdrawals of large sums from your account will be subject to advance notice, and further information on this may be requested from us in writing or by telephone.

3 Business accounts

- 3.1 We will (unless instructed otherwise) accept instructions authorising account withdrawals or other action on the account signed by any person or persons as authorised on the mandate form.
- 3.2 You can authorise further person/s to operate your account. If you wish to do so, we will ask you to sign the necessary mandate. You can also do this by signing a power of attorney but you should take advice from a solicitor or other legal adviser before doing so, particularly if you are resident outside the UK as the laws governing powers of attorney may differ from those in the UK.

- 3.3 In the event that a:
- (a) liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer is appointed in respect of your company or any of your assets;
 - (b) resolution is passed for your winding up; or
 - (c) petition for a bankruptcy order is presented against you,

then you agree that we may refuse to act on any instructions whenever given by you or any other party to make any payment/s out of any of your account/s or to carry out any dispositions or transfers of any of your property or assets of any kind unless you have previously obtained an appropriate validation order from the court and set up a separate account or accounts in your name to which any of your future receipts may be credited.

- 3.4 We will accept, for payment into your account, cash and cheques or other items that are payable as follows:
- (a) Company/LLP - to the company/LLP or its trading name;
 - (b) Public body - to the public body;
 - (c) Sole trader - to you or your trading name; and
 - (d) Partnership - to any or all partners or your trading name.

4 **Fixed term accounts**

- 4.1 Fixed term accounts entitle you to achieve an agreed rate of interest over the lifetime of the deposit. Interest is calculated on the account on maturity. You will be required to place and maintain a minimum deposit in order to open a fixed term account. You will be told the applicable interest rate on the account before you open it in accordance with paragraph 5 of Section A. Fixed term accounts can range from between seven days and ten years.
- 4.2 If you need to withdraw money from a fixed term account before the end of the fixed term, then you shall be liable to pay a fee in accordance with our Tariff. You will be notified of the amount of the fee before you confirm that you wish to make the withdrawal. We will not always be able to permit early repayment of a fixed term account as these sums may be invested by us in non-readily realisable investments. We therefore reserve the right not to make any such repayment at all.
- 4.3 Details of minimum deposits, charges for early withdrawal and other charges for fixed term accounts are contained in our Tariff. Changes to our Tariff can be made in accordance with paragraph 5.6 of Section A.
- 4.4 Details of interest rates are displayed on our website and you will be told of the applicable rate before you open your account. Changes to interest rates can be made in accordance with paragraph 8.2 of this Section C.

5 Credits to and payments out of your account

5.1 If we receive instructions and credits for an account before the relevant cut-off time on any business day we will process them on that day or on the date specified in your instructions.

5.2 If you set up a direct debit or standing order with us that states that a payment will happen:

5.2.1 on a specific day;

5.2.2 on the last day of a certain period; or

5.3 on a day when you have put funds at our disposal;

then the payment instruction will be deemed to have been received by us on the day so agreed.

5.4 Payment instructions communicated on a day which is not a Business Day will be deemed to have been received by us on the following Business Day.

5.5 We carry out instructions only during Normal Banking Hours even though we may accept instructions outside such hours (e.g. by facsimile or email or through the Internet Banking Service (as defined in Section E)). Consequently, we apply the following cut off times, after which instructions will be deemed to have been received on the following Business Day:

5.6 Instructions and credits received after the cut-off time on a business day, or on a non-business day will be processed on the next business day:

5.6.1 the cut-off time for payments in GBP/EUR is 3.00 pm GMT; and

5.6.2 the cut-off time for payments in USD is 4.00 pm GMT.

Please contact us for details of the cut-off times applicable to payments in other currencies and see paragraph 6 of this Section C for more information regarding foreign transfer provisions.

5.7 We may return instructions and credits for an account if:

(a) we believe that by complying with the instruction we might break a law, regulation, code or other duty which applies to us; or

(b) we reasonably believe that complying with the instruction or receiving the credit may damage our reputation.

5.8 Cash deposited with us in the currency of your account before 4.00 pm on a business day will be credited to your account and made available immediately. Electronic payments to your account in the currency of your account will be credited and made available to you by the end of the following business day.

5.9 The clearing cycle for cheques and automated payments is the time taken for payments to or from your account to be added or deducted. During this time, we check the instructions in order to confirm that we can accept responsibility for the payment. The “central clearing cycle” takes three business days. This is the time

most financial institutions take to clear transactions between accounts held with a different financial institution. In addition to the central clearing cycle, time must be allowed for physical delivery of instruments of transfer, so you should allow five business days for cheques drawn in sterling to clear when being paid into or from your UK account with us, provided there are no exceptional circumstances associated with the payment. Different times may apply to payments in different currencies. Please call us for further details.

- 5.10 Your statement balance will show credits when we receive them even if they include cheques and other items which are not “cleared” and we may refuse to allow you to draw against these items. However the third party’s bank can still return the cheque unpaid, e.g. for lack of funds, and if it does so we will debit your account with the amount of the cheque.
- 5.11 If any cheque or uncleared item you have paid in is returned to us unpaid or any electronic or other payment you have received is recalled, you agree that we can debit your account with the amount of that payment, whether or not it goes overdrawn and even if we allowed you to make a payment or to take cash against that item. You will incur charges and interest on any overdrawn amount in accordance with our Tariff.
- 5.12 You will be able to set up, amend and cancel direct debits and standing orders on your account.
- 5.13 Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received. You cannot usually cancel your instructions after you have given them to us. You should contact us immediately should you wish to do so.
- 5.14 You may cancel an instruction at any time until it is deemed to have been received by us in accordance with this paragraph 5.
- 5.15 Where we agree that the execution of a payment instruction is to take place:
- on a specific day;
 - at the end of a certain period; or
 - on the day on which you place funds at the disposal of us,
- you may revoke the payment instruction before 5pm on the Business Day preceding the agreed date.
- 5.16 Direct debit payments may be revoked until the end of the business day before the day on which it is agreed that your account will be debited.
- 5.17 You may cancel an individual direct debit, or standing order (in accordance with the above) whilst allowing any future payments in the series of transactions to be made, or cancel the series of standing orders, or direct debit mandate. If you wish to cancel an instruction, you must provide the following information:
- standing order: name of beneficiary, amount and frequency where appropriate; and
 - direct debit: name of originator, amount and frequency where appropriate.

You may cancel a payment, within the timeframes set out in this paragraph, by telephoning us, giving us notice in writing (which is received before the relevant cut-off time)

If you are able to cancel an instruction for a payment to be made in a currency other than sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency at the exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.

- 5.18 You may also be required to confirm any cancellation instruction to us in writing or by facsimile or email.
- 5.19 We will “stop” a cheque at your request as long as it has not already been paid. If you do not want us to pay a cheque that you have issued you should advise us in person or by telephone at least one business day before the payment is due to be debited, followed by written confirmation. This advice must be accompanied by the following details:
- (a) cheque: cheque number, account number, amount, name of payee and date;
- 5.20 You must complete cheques so that they are not easy to alter and you must not put a date on your cheques which is after the date of the signature. If you do, we will not be liable for any loss to you as a result of us paying a cheque before the date you have put on it.
- 5.21 Cheques normally become out of date after six months and therefore you should pay them in so that they clear in time. We may pay a cheque even if it is not presented to us for payment within six months of the date on the cheque. We reserve the right to return unpaid any such cheque but you must give us instructions to stop payment of the original cheque if you issue a duplicate.
- 5.22 You can stop a cheque before it has been presented to us for payment. We will make a charge for stopping a cheque in accordance with our Tariff.
- 5.23 You must notify us as soon as possible after you become aware that any cheque you have issued or your cheque book has become lost or stolen. We strongly recommend that you advise the bank by telephone immediately, followed by confirmation in writing.
- 5.24 We will refuse to make any payment if you do not have enough money in the account at the close of the business day before the payment is due to be made unless the Bank agreed otherwise at its discretion. In deciding whether you have enough money we take account of any authorised card transactions, any overdraft limit, any cheques we are treating as cleared, and any instructions to make payments and regular payments which have not yet been paid from your account. We will tell you if you can make payments from your account against cheques which are not cleared. We are not obliged to take into consideration funds held on other accounts in your name. We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.
- 5.25 If your account becomes overdrawn, we may cancel any of your standing orders, direct debits and other direct payments from your account. Unless there is a security or other legal reason not to, we will notify you by either letter, telephone, fax, e-mail

or any other form of communication we agree and if possible give our reasons for doing so. You can obtain information about the refusal and, where appropriate, our reasons for refusing to act on your instructions, along with information on how to correct any errors that led to the refusal, by contacting us in person or by telephone (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information). We will give you at least seven days' notice but in exceptional circumstances, where we consider this necessary to prevent abuse of your account, we may cancel a payment without giving you notice. If your account is subsequently in credit, those payments will not be reinstated automatically. If you wish to reinstate them, you must apply in writing.

- 5.26 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the interest payable on the account.
- 5.27 Unless we agree otherwise when you give us an instruction to make a payment, we will decide how the payment will be sent.
- 5.28 If you receive a payment in a foreign currency, we will tell you the original amount received and any charges. We will not charge you if the sender has agreed to pay all the charges. Please see paragraph 6 of this Section C for more details on foreign transfers.
- 5.29 There may be a delay in us carrying out your instructions for a payment to be made from your account while monitoring and/or fraud prevention checks take place.
- 5.30 We may freeze payments out of your account if we suspect a fraud is being perpetrated. This could involve, for instance, unauthorised access to the account.
- 5.31 Transactions on your statement will be clearly marked with a value date. This is the date from which you can draw against these funds or will be paid interest on the funds. Cash deposited in the currency of your account will be available immediately but cheques paid in that are drawn on a bank in the UK will be given a value date five business days after the date it was paid in the absence of complications.
- 5.32 Cheques drawn on banks elsewhere will be sent on collection and we will add the amount, less charges, to your account only when we have received the money from the bank on which the cheque is drawn.
- 5.33 If you want to pay in a cheque or other item that has been made payable to someone else, you should contact us in advance to discuss our requirements. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front "not transferable" or "account payee", we reserve the right not to accept it for any account other than the account of the person named on it.
- 5.34 We will keep original cheques paid from your account for six years unless we have returned them to you.

6 **Foreign transfers**

- 6.1 Where you instruct us to make a payment in the European Economic Area ("EEA"), we will credit the institution which holds the payee's account
by the end of the business day following the day on which we received the valid instruction.

- 6.2 For payments outside the EEA, different instruction and execution times may apply. We will provide you with further information on request.
- 6.3 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is either chosen:
- (a) by us; or
 - (b) by a bank in the country the payment is being sent to and/or in the country whose national currency is being sent.
- 6.4 In making an international payment we are acting for you. You will have to comply with any relevant local laws and, provided that any relevant obligations or responsibilities do not arise as a result of our incompetence, you agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you or in respect of any failure by another paying bank to act on our instructions.
- 6.5 All foreign currency credit balances are held for us by a correspondent bank we choose in a country that issues the currency and are subject to any local practices and laws. You should be aware that different countries may have different business days. You are responsible for any exchange rate risk.
- 6.6 Notice periods for withdrawals from foreign currency accounts vary according to the currency. Details are available on request and the current Terms will be notified to you before you seek to make a withdrawal.
- 6.7 You must repay overdrafts in freely convertible and transferable funds in the relevant currency, at such banks as we may specify.
- 6.8 When we convert foreign currency we will do so at the exchange rate on the first available business day. The timing of debits and credits to your account depends on the currencies involved. The exchange rate that we apply will be notified to you at the time of the transaction or, where this is not possible, we will inform you later. You can also obtain information on exchange rates by contacting your relationship manager with us. Where you are remitting money abroad, the recipient may also be subject to foreign exchange and processing charges.
- 6.9 We may accept foreign cheques, at our discretion, but cheques payable abroad which may be received for payment into your account will be negotiated at our discretion or collected at your expense. If any cheques are returned unpaid for any reason we will debit your account even if the return takes place after we have advised you of payment of the cheque. Negotiation and collection of cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections. We will tell you the original amount received and any charges applied in relation to sums received from abroad. If the sender agrees to pay all charges, we will not take off charges when we pay the money into your account.
- 6.10 You must endorse any foreign cheques you pay into your account. This means that you must sign on the back. Your signature should be in the same form as the specimen signature held in our records.
- 6.11 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to collect foreign cheques for you. Any cheques handled on a collection basis will be

subject to the latest International Chamber of Commerce Uniform Rules for Collections.

- 6.12 If you want to transfer money abroad, you can contact us to arrange for such payment. We will tell you how long it will take to effect the transfer and what exchange rate shall apply. We will charge a commission for foreign transfers in accordance with our Tariff.

7 Statements

- 7.1 We will provide statements monthly, unless we have agreed otherwise, showing all amounts added to or taken from your account since the previous statement. You must check your statement carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

- 7.2 If you dispute a cheque payment on your statement, we will provide a copy of the cheque to you as evidence. If there is an unreasonable delay in us dealing with the matter, we will credit your account with the amount of the disputed cheque.

- 7.3 Our records as to the authenticity of payments, evidence, your consent and technical operability will, in the absence of obvious error, be conclusive.

- 7.4 You may ask us to hold all statements relating to your accounts on your behalf (“Hold Mail” service). Any such request for this service must be made in writing. You agree to assume all risks associated with Hold Mail service, including damages resulting from any delay in receipt of, or non-receipt of, in communications. We may refuse a request for the Hold Mail service in our absolute discretion, for example where we consider that it is important for you to be kept up to date, or where we require instructions from you. A fee is payable for this service, details of which are set out in our Tariff.

8 Temporary overdrafts

- 8.1 We will only offer an overdraft facility to customers on a case-by-case basis where you have requested the service and we consider the overdraft to be short-term and temporary and we consider that you are fully capable of repaying the overdrawn amount. We may agree the interest rate before creating the facility, but in the absence of agreement, the rate for temporary overdrafts set out in our Tariff will apply. We will also apply a charge in accordance with our Tariff.

- 8.2 We may change interest rates payable on overdrafts at any time. If the change is to your advantage, we may make the change immediately and will notify you either before the change comes into effect or at the earliest opportunity afterwards. Where the interest rate payable on overdrafts is based on a specified external rate or index, we may apply changes immediately and will notify you at the earliest opportunity afterwards. In other cases, we will give not less than 30 days’ advance notice of changes to interest rates payable on overdrafts.

- 8.3 You are responsible for contacting us in advance to arrange an overdraft facility if you believe that your account is likely to become overdrawn. Individual terms will be agreed between us as to the overdraft limit and duration at this time.

- 8.4 If you do not contact us in advance before becoming overdrawn, we have the option of either refusing to honour a commitment you have entered into or establishing an

unarranged temporary overdraft. Unarranged temporary overdrafts are subject to our fees and interest as set out in our Tariff.

- 8.5 Where you have any other account with us or FBN Group and that account has a credit balance, we can set off this balance against any money owing to us under the overdraft. Failure to repay the overdraft could lead to us seeking to freeze any account or other assets you hold with us or FBN Group.
- 8.6 Any temporary overdraft shall be repayable to us on demand. We may also reduce any agreed overdraft limits on demand.
- 8.7 You should not take out an overdraft before ensuring that you will be able to repay it and we shall require additional evidence of your ability to repay before granting an overdraft where your financial history does not provide sufficient evidence. If we are unable to provide you with an overdraft, we will inform you in writing.
- 8.8 We shall be entitled to assume that you have cancelled your overdraft if you pay sufficient sums into your account to cover it, subject to express agreement to the contrary between us (including an agreement as to the term of the overdraft when it was first taken out). If you subsequently become overdrawn after the agreed term of the original overdraft, you will incur further charges as if a new overdraft were being arranged.
- 8.9 If you are unable to pay back an overdraft we may sell your debt to another organisation or possibly to a debt collection agency.

9 **Closing your account**

- 9.1 You can close your account at any time by notifying us and we may ask you to confirm this in writing or in person. Once we have been notified you must refrain from using our banking services or facilities without our consent.
- 9.2 We will, subject to fulfilling any anti-money laundering duties we have as a bank, pay the proceeds of an account in accordance with your instructions.
- 9.3 Subject to paragraphs 9.4 and 9.5 of this Section C, we can end our banking relationship with you by telling you in writing. We will give you at least 30 days' notice. We can also give you a new account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you at least 12 weeks' notice. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.
- 9.4 We may take action to immediately close your account or block your access to it in exceptional circumstances such as if we reasonably believe that:
- (a) you are not eligible for an account, including where you have not passed the initial customer checks we use;
 - (b) you have given us any false information at any time;
 - (c) you, or someone else, are using the account illegally or for criminal activity;

- (d) it is inappropriate for a person authorised to give instructions on your account to operate it;
- (e) your behaviour means that it is inappropriate for us to maintain your account;
- (f) by maintaining your account we might break a law, regulation, code or other duty which applies to us;
- (g) by maintaining your account we may damage our reputation; or
- (h) you have been in serious or persistent breach of these Terms or any additional conditions which apply to an account.

9.5 We may also take action to close your account immediately if:

- (a) you are unable, or admit you are unable, to pay your debts;
- (b) there is any resolution or petition for your bankruptcy or liquidation or insolvency proceedings are commenced in relation to you in any jurisdiction (except as part of a reorganisation agreed by us);
- (c) any security is enforced or a receiver or similar official is appointed in respect of any of your assets (except in a solvent liquidation);
- (d) there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed in relation to you;
- (e) you propose a voluntary arrangement, composition or assignment with your creditors; or
- (f) any other circumstances occur in any other jurisdiction which leads us to believe your obligations to us will not be met.

9.6 We may choose not to close your account until you have returned any plastic cards we have given you, any unused cheques and any Internet Banking software we have provided. You must repay any money you owe us, including the amount of any cheques, card transactions or other payment instructions you have made, which have not been taken out of your account. These Terms will continue to apply until the account is closed.

9.7 When your account is closed it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.

9.8 There is no minimum duration of the life of an account.

9.9 If you have not used your account for 12 months it shall be treated by us as being a dormant account. The dormant account will remain your property or, if you die, it will form part of your estate. In order to re-activate a dormant account, you will need to prove that you are the owner of the account; we will tell you what is required in order to do this.

10 **Cancelling or changing your account**

- 10.1 You must notify us in writing if you wish to cancel your account. If you cancel your account, we will help you switch to another of our accounts or we will give all your money back with any interest earned on a non-fixed rate savings account within 30 days of receipt of your notice of cancellation, and we will not impose any extra charges. We will ignore any notice period and any extra charges, although you will be liable to pay any standard interest or fees due to us on an overdraft. We will however pay any interest due to you for the period funds were held by us. If, at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges for supplying those services. If you cancel your account, you must return any monies or other property you have received from us without undue delay and in any event within 30 days of you sending your notice of cancellation. We may set-off any amount owed by you to us against any amount owed by us to you under this paragraph 10.1 of Section C. If you do not cancel your account, you will remain bound by these Terms until your account is closed.
- 10.2 These provisions under paragraph 10 of Section C do not relate to deposit accounts that attract a fixed rate of interest over a set period of time. We will not refund any interest or charges due to us under an overdraft or loan if you choose to cancel your account.
- 10.3 If you decide to move your current account to another financial institution, we will give them information on your standing orders and direct debits within three business days of receiving their request to do this.
- 10.4 We will also close or move your current account, without charge, when you ask us to do so. This will include providing your new bank with details of standing orders, direct debits as soon as is reasonably possible and, in any event, within three business days.

Section D Debit Card Conditions

- 1 **Using cards**
 - 1.1 Upon opening an account with us, we may issue you with a debit card.
 - 1.2 The card may be used along with the PIN to obtain cash, up to the daily limit for the card subject to there being sufficient cleared funds in your account, from any cash machine/ATM displaying the MasterCard logo. This may be subject to cash withdrawal fees being charged by the ATM provider.
 - 1.3 We will advise you of the daily cash withdrawal limit on your card and may adjust it from time to time.
 - 1.4 When there is a transaction in a foreign currency on your account, MasterCard will convert it into the currency of your account. This may be subject to foreign exchange conversion/ transaction charges.
 - 1.5 You are responsible for all transactions carried out using any card issued for use on your account and must meet any liability and make payments in respect of such transactions.
 - 1.6 If you believe a card transaction on your account has not been authorised by you, you must inform us immediately. We will tell you what information we need to verify that the transaction was not authorised by you. If we agree that the transaction was unauthorised we will try to stop payment but you may be responsible for the loss depending on the circumstances. However, unless you have acted fraudulently or without reasonable care, we will not apply any interest on the unauthorised transaction.
 - 1.7 We may apply charges if you use your card in certain ways. Details of any such charges will be set out in the Tariff.
- 2 **Security**
 - 2.1 **IMPORTANT NOTICE** - Loss or misuse of your FBN Bank (UK) Limited Debit Card. If the card is lost or stolen, or you suspect that someone knows the PIN, you must phone us immediately on +44 (0)20 7826 3025 or visit us in person.
 - 2.2 You (and any additional cardholder) must do the following with any card that is issued to you:
 - (a) immediately sign the signature strip on the reverse of the card;
 - (b) keep the card secure at all times and do not allow any other person to use it;
 - (c) on receiving the PIN advice slip, memorise the PIN and then immediately destroy the PIN advice slip; and
 - (d) never write down the PIN in any way which could be understood by someone else.
 - 2.3 You may collect your debit card and/or confidential PIN from our premises.

- 2.4 If you have forgotten your PIN or you suspect that it has been compromised in any way you must notify us and we will supply a new one in accordance with paragraph 2.3 of this Section D.
- 2.5 You (and any additional cardholder) must not use the card before or after the period it is valid for or after you receive notice that we have cancelled or withdrawn the card.
- 2.6 You (and any additional cardholder) must not use the card if to do so would overdraw the account without our prior agreement, or would increase any borrowing on the account to more than we have agreed.
- 2.7 We own the card and if we ask, you must cut the card and return it to us (cut once through the magnetic strip and once through the chip). We, or anyone acting for us, may keep the card at any time. For example we may withdraw a card and instruct any third party to keep hold of it if you try to use it in breach of these Terms.

3 **Authorisation**

- 3.1 A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to authorise the payment if:
- (a) your card has been reported as lost or stolen, or we have reason to suspect your card has been lost or stolen;
 - (b) you or any additional cardholder have broken these Debit Card Conditions;
or
 - (c) taking account of all other transactions on your account that we have authorised, including those not yet debited from your account, there are insufficient funds available in your account to make the payment.
- 3.2 We are not liable if a retailer or another organisation (or its cash machine or other machine) does not accept your card or card number.

4 **Liability for cards**

- 4.1 If the card is lost or stolen, or you suspect that someone knows your PIN, you must notify us immediately by following the instructions set out in the Important Notice at paragraph 2.1 to this Section D.
- 4.2 You will be responsible for all losses caused by the misuse of your card by someone who has the card with your permission.
- 4.3 Provided you have not acted fraudulently, you will not be responsible for any losses which result from:
- (a) the misuse of your card after you have notified us that it has been lost or stolen or that someone else knows your PIN; or
 - (b) the misuse of your card before you have received it.
- 4.4 You will be liable for all unauthorised transactions where you have acted fraudulently or have failed, intentionally or with gross negligence, to notify us in accordance with

paragraph 2.1 of this Section D that your card has been lost or stolen or that someone else knows your PIN.

4.5 Once we receive notice of the loss, theft or possible misuse of your card, we will cancel the card. If the card is then found you must not use it and you must return it to us immediately (cut once through the magnetic strip and once through the chip).

4.6 We will not be liable if any party refuses to accept the card for any transaction you wish to carry out.

5 **Additional cardholders**

5.1 You may ask us to issue a card and PIN to someone else. If we agree to do this, you are responsible for ensuring that the additional cardholder complies with these Terms and you will have to pay for all transactions carried out using the additional card and PIN, including those charged to the account after the additional card has been returned to us.

5.2 You authorise us to pass information to the additional cardholder. This information will include, but will not be restricted to, details of the account.

6 **Giving out information about cards**

You authorise us to give any appropriate third party any relevant information in connection with the loss, theft or possible misuse of the card or PIN or in order for us to meet our obligations as a member of the MasterCard card scheme.

7 **Recurring transactions on your card**

If you set up a recurring transaction (other than a direct debit or standing order) which enables a third party to collect payments from your card, this will not be covered by the Direct Debit scheme. It will be necessary for you to notify the third party in order to cancel the recurring transaction and we recommend that you keep a record of such notification or other proof of cancellation.

8 **Ending your right to use the card**

8.1 If we consider it appropriate we may suspend, withdraw or restrict the use of a card and PIN where:

- (a) we have reasonable grounds to suspect the card or PIN have not been kept safe;
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of the card or PIN; or
- (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

8.2 Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

- 8.3 If your account is closed, you will no longer be entitled to use your card.
- 8.4 You will not be entitled to use your card if you receive an instruction from us not to carry out any further transactions (including withdrawals) on your account.
- 8.5 You may end your use of the card (and the use of the card by any additional cardholder) at any time by giving us notice in writing and returning the card or cards to us (cut once through the magnetic strip and once through the chip).
- 8.6 If your use of the card (or the use of the card by any additional cardholder) is ended, you remain responsible for all transactions carried out with the card.

9 **Use of cash machines**

- 9.1 All cards issued by us can be used worldwide in self-service machines bearing the MasterCard logo subject to regional blocking restrictions.
- 9.2 We will not be responsible if you cannot use your card in a machine operated by another financial institution or third party, or for any charges you may incur in using a third party's machine. In case of any fault with a cash machine you should not use your card, but if you do we will not be responsible for any losses you may incur in doing so.
- 9.3 To use a cash machine you may have to enter your PIN in order to provide proof of identification, and providing the PIN at the cash machine will be sufficient for us to check your identity.
- 9.4 We may set a limit on the amount you can withdraw from self-service machines each day, and we will give you details of this when you first receive your card from us.

Section E

Internet Banking Service

1 Introduction

- 1.1 These Internet Banking Terms apply when you use the Internet Banking Service by accessing our website via an internet browser.
- 1.2 These Internet Banking Terms apply together with our Terms as amended from time to time as well as any other terms and conditions that we tell you apply. **Important:** in the event of a conflict between these Internet Banking Terms and any other terms and conditions that we say apply to you, these Internet Banking Terms will prevail.
- 1.3 We may vary these Internet Banking Terms in accordance with paragraph 4 Section A of our Terms.

2 Definitions

- 2.1 The definitions below apply to these Internet Banking Terms as well as the definitions outlined in our Terms.
- 2.2 **Executed** means that we have completed acting on your Instruction. This does not mean that the beneficiary bank has completed acting on your Instruction;
- 2.3 **Financial Crime Prevention Measures** means the operation of all of our systems and controls that are used to deal with financial crime including procedures in relation to: bribery and corruption; the monitoring of business relationships and transactions; compliance with sanctions, asset freezes and embargoes; money laundering; terrorist financing; fraud; tax evasion; data security; internal auditing; whistleblowing; staff conduct; and risk management in general.
- 2.4 **Terms** means all those terms of business defined in paragraph 1 of Section A.
- 2.5 **Internet Banking Service** means the FBN internet banking service, including some or all of the services, as required by the circumstances, provided in connection with these Internet Banking Terms;
- 2.6 **Internet Banking Terms** means the terms and conditions outlined in this leaflet;
- 2.7 **Processed** means that we are taking steps to act on your Instruction;
- 2.8 **Security Details** means all information, including your user ID, password and PIN, that enables you to access the Internet Banking Terms or otherwise use FBN banking services.

3 Internet banking transactions and records

- 3.1 You will be able to access information about your account and our products and services via our website, www.fbnbank.co.uk. You may also execute account transactions online by following the instructions contained on the website from time to time. We will inform you on the website whether your instructions have been received so as to enable us to proceed with the transaction. A record of the transaction shall be reflected in your statement. Our records, unless shown to be

wrong, will be evidence of your dealings with us in connection with the Internet Banking service.

- 3.2 You agree not to object to the admission of our records as evidence in any legal proceedings on the grounds that such records are not originals, are not in writing or are documents produced by a computer

4 **Security**

- 4.1 We will take reasonable care to ensure the security of and prevent unauthorised access to our electronic banking services.

4.2 You must:

- (a) ensure your computer and modem comply with the standards and requirements we communicate to you from time to time;
- (b) carry out your own regular virus checks and use up-to-date anti-virus and spyware software and a firewall;
- (c) follow the procedures and instructions in the user guidance that we give you from time to time;
- (d) use any encryption device that we provide to you, and ensure this is kept secure from third party interference;
- (e) not attempt to change any software provided by us;
- (f) not copy or allow any third party to use or copy any software provided by us without our consent;
- (g) tell us as soon as you can if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions or any suspected fraud;
- (h) not leave the terminal or other device from which you have accessed the Internet Banking service at any time or let anyone else use it until you have logged off the Internet Banking service. You will be responsible for ensuring that you have logged off the Internet Banking service at the end of any session;
- (i) try to avoid using computers connected to a local area network, for instance at an internet café without first making sure no one else will be able to observe or otherwise obtain information about your security details;
- (j) never record your password or other Security Details on any software which retains such information automatically unless retaining such information is a specific function of the Internet Banking Service;
- (k) not write down or otherwise record your Security Details in a manner that can be understood by someone else;
- (l) treat all e-mails you receive with caution. Neither the police nor we will ever ask you to reveal any Security Details;

- (m) keep information about your account and personal details safe (such as bank statements) and dispose of them safely. Best practice is to shred any paper containing personal information since people who commit fraud use methods such as searching dustbins to obtain information;
- (n) change your password immediately to an alpha numeric that you have not used before, if there has been a security breach or unauthorised access to the Internet Banking service; and
- (o) change your Security Details immediately and tell us as soon as possible if you suspect that someone else knows any of those details or if we tell you to change your details.

4.3 Please note, the above list of precautions is not exhaustive and you may need to do more to keep safe or prevent fraudulent use of the Internet Banking Service.

4.4 If any Security Details are lost or stolen you must tell us without delay by calling Customer Services during working hours on 020 79204920 and select the Customer Services option.

4.5 If asked you must confirm in writing the loss or theft of your Security Details.

4.6 You must cooperate with us and the police in relation to any investigation into the actual or suspected misuses of your Security Details. You must report any unauthorised transactions to the police within 3 days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

5 **Products available through the internet banking service**

5.1 Not all products/services may be available through the Internet Banking Service. However, you may do the following:

5.1.1 view your balance;

5.1.2 view, print or download your statements;

5.1.3 make payments or transactions;

5.1.4 set up standing orders; and

5.1.5 add beneficiaries.

5.2 You authorise us to add to the Internet Banking Service all of, or any combination of, the products/services that you hold now or in the future with us and/or certain other third parties with whom you have a product/service that you opened through us. This includes (without limitation) your authorisation to add to the Internet Banking Service any products/services that you hold with certain other third parties following advice from us.

6 **Your liability for unauthorised transactions**

6.1 You will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted with negligently so as to facilitate that unauthorised transaction, or you have acted fraudulently. For the purposes of this

paragraph 6 of Section E, negligence shall be deemed to include failure to observe any of your security duties referred to in these Terms.

- 6.2 You will not be responsible for any unauthorised transactions carried out after you have notified us of any unauthorised access to the Internet Banking service or unauthorised instruction or that you suspect that someone else knows your user ID, password and PIN, unless we can show you have acted fraudulently.

7 **Our liability to you**

- 7.1 We will take reasonable care to ensure that any information provided to you by the Internet Banking service is an accurate reflection of the information contained in our computer systems or, where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the product and circumstances beyond our control, we do not warrant that the information provided by the Internet Banking service is accurate or error free. Some of the information available through the Internet Banking service may be identified on the screens or in the user guide as subject to a disclaimer or other provisions. If you rely on that information, you do so subject to the disclaimer or those provisions.

- 7.2 You agree that, unless we have specifically agreed with you otherwise, we shall have no liability whatsoever for:

- (a) any equipment, software or associated user documentation which any party other than us produces at any time for use in connection with the Internet Banking service; or
- (b) any services through which you access the Internet Banking service or which you access through the Internet Banking service which are not controlled by us.

- 7.3 We shall not be liable to you for any loss you suffer due to any event or circumstances beyond our reasonable control which leads to the Internet Banking service being wholly or partly unavailable such as, but not limited to, technical breakdown, strikes or other industrial action (whether or not involving our employees) or communications or power failure.

- 7.4 Due to the nature of the Internet Banking service, we will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the Internet Banking service unless such loss or damage is directly and solely caused by our negligence or deliberate default.

- 7.5 We shall not be liable for acting in accordance with our legal or regulatory responsibilities.

8 **Making payments through internet banking**

- 8.1 In this part, the terms of Section B and C of the Terms apply as amended in accordance with the provisions below.

- 8.2 By using the Internet Banking Service you agree that:

- 8.2.1 you shall pay to the Bank, and the Bank may deduct, such charge as set out in the Tarriff per international payment/transfer made through the Internet Banking Service;

- 8.2.2 if you enter the correct security details when accessing the website or making a payment, this is sufficient identification of you and sufficient authentication of your instructions;
- 8.2.3 if you have authorised someone else to use the Internet Banking Service, the correct entry of their security details when accessing the website or making a payment is sufficient identification of them and sufficient authentication of their mandate to act on your behalf. We are not liable for acting on the instructions of a person you have authorised in a mandate under any circumstances (including where that authorised person sets up a standing order) unless they act outside the authority you gave them in the mandate and we acted on those instructions;
- 8.2.4 we may carry out checks on your accounts and transactions using our Financial Crime Prevention Measures. The consequences of these Measures include but are not limited to the following:
- (a) we may ask you to reconfirm a payment;
 - (b) a payment may be delayed since a payment can only be made where we are satisfied that our investigations have been completed; and
 - (c) we may be unable to accept, process or execute your payment.
- 8.3 The process for making a payment is as follows:
- 8.3.1 You select to carry out an external payment using SWIFT;
- 8.3.2 you then provide us with payment instructions which you will be asked to confirm. By confirming, you agree that we will make the payment;
- 8.3.3 instructions must be submitted before the cut off times described at paragraph 5 of Section C of our Terms. If you submit your instructions after the cut off time your instruction will only be accepted the following business day;
- 8.3.4 we will not be liable for any delays arising from your failure to submit your instructions before the cut-off time.

9 **Internet Banking outside the UK**

If you use our electronic banking service outside the UK you do so at your own risk. It is your responsibility to ensure that, if outside the UK, your ability to use the Internet Banking service is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use the Internet Banking service in other jurisdictions.

We may also require additional information from you in order to proceed with your payment outside the UK.

If you make a payment outside the UK, the fees you pay in relation to that payment must be shared with the beneficiary in certain cases, for example for non-USD payments within the EEA. In addition, we may request additional information from you in respect of any international payments as we determine to be necessary. There may be delays, or we may not be able to Accept, Process or Execute any international payments where payment restrictions apply, including sanctions, embargoes,

currency restrictions or where we have anti-money laundering concerns in relation to the recipient of the payment.

10 **Fees and changes to the service**

10.1 You are liable for any telephone charges and any charges made by your internet service provider as a result of the use by you of the Internet Banking service.

10.2 Currently, we do not make any specific charges for using our Internet Banking service, although we reserve the right to do so in the future. However, before any such charges are introduced we will give you not less than 30 days' notice by post, e-mail or other means before we make the change and without giving us any notice, you may, at any time up to 30 days from the date we tell you of the change, terminate this contract. If you choose to continue using the Internet Banking service after the charges take effect you authorise us to debit any of your accounts with such charges.

10.3 The site(s) or screens through which you access the Internet Banking service are subject to change by us. Unless we have specifically agreed to give prior notice to you we may make such changes (including changes to layout) without notification to you.

11 **Use of the internet banking service by a third party**

11.1 If you want to authorise another person to operate some or all of your Accounts, you will need to complete and sign a third party mandate in accordance with Section C paragraph 3.

11.2 Where we have been notified by all account holders of a particular account that another person is authorised to use the Internet Banking Service in connection with that account, that other person can access and operate that Account with us on behalf of the holders of that account through the Internet Banking Service.

11.3 Please note, we do not accept any liability for any access to information about your Accounts that is obtained by any third party as a result of you or any person authorised to use Internet Banking Service in connection with your accounts using the Internet Banking Service (other than where such access is obtained as a result of our negligence or wilful default).

12 **Communications with us**

12.1 For technical support please call Customer Services during working hours on 020 79204920 and select the Customer Services option.

12.2 You should send any notifications regarding the Internet Banking Service to us in writing and by post or personal delivery except where any terms and conditions of our Agreement with you require you to contact us via a different method.

12.3 We will contact you using the most recent details you have given to us. You must keep us informed of any changes to you contact information. If we believe there is suspicious (including fraudulent) activity on your Accounts, we may contact you by post, telephone (including mobile phone), email, mobile messaging or secure electronic messaging. If we contact you by telephone, we will always first verify your identity before talking to you about the matter. If we contact you by any method of electronic communication (e.g. email, SMS) or by post, we will never ask you to

provide your account details, Security Codes or any other identification verification information.

13 Availability of the internet banking service

13.1 The Internet Banking Service may be unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

14 Suspension of your internet banking service

14.1 We may suspend your use of the Internet Banking Service if we have reasonable grounds, including where:

14.2 we suspect there is or has been unauthorised fraudulent use of the Internet Banking Service;

14.3 we consider there is a significantly increased risk you will be unable to repay any overdraft on your accounts;

14.4 we consider there is a significantly increased risk you will be unable to repay any debt you owe to us and by using the Internet Banking Service you are capable of increasing that debt;

14.5 We will normally give you advance notice of a suspension by telephone or in writing. We are not bound to give you details of the reasons for the suspension if it would compromise our reasonable security measures or if it is unlawful to do so.

14.6 We may still suspend your use of the Internet Banking Service without notice due to national, European or international legal obligations that apply to us.

14.7 You can ask us to lift any suspension by calling us. We will notify you at the time, if the circumstances leading to the suspension no longer apply, that you may continue to use the Internet Banking Service.

15 Cancellation of the internet banking service

15.1 You have the right to cancel your Agreement with us to use the Internet Banking Service at any time. You can do this by writing to Customer Services at the address detailed in paragraph 10 Section C of our Terms.

16 Closing your account

16.1 Please see paragraph 9 of Section C of the Terms for details.

17 Data protection

17.1 Please refer to paragraph 7 of Section A of the General Terms for terms relating to data protection.

18 Terms to remain enforceable

18.1 If any part of the Internet Banking Terms, or any other terms of our contract with you, proves to be unenforceable in any way, this will not affect the validity of the remaining Internet Banking Terms in any way.

Section F
Lending Arrangements

1 Additional conditions relating to lending arrangements

We may agree to enter into individually negotiated loan or financing agreements or letters of credit with business account holders. These will be governed by separate terms and will constitute additional Terms for the purposes of paragraph 1.2(b) to Section A of these Terms.

Appendix 1

Standard Tariff and Charges

1. Fixed Deposit Minimum Balance and Fees:

Minimum balance for Fixed Deposit is GBP250,000 or currency equivalent. If access to funds is required prior to maturity date a fee of 0.015% or higher, minimum GBP40 or currency equivalent, will be charged based on the amount of the Fixed Deposit. Early repayment of a Fixed Deposit is at the entire discretion of the Bank and may not be granted in certain circumstances.

2. Temporary overdrafts (includes temporary overdrafts created by debits against uncleared effects)

Temporary Overdraft Administration Fee: £20, US\$40 or EUR30**

Temporary Overdraft Interest rate: FBN Bank (UK) Limited base rate of 9% p.a

**Any transaction that causes a temporary overdraft may be paid at the bank's discretion and the fee of £20, US\$40, EUR30 or currency equivalent as appropriate, charged. If the temporary overdraft increases any further during the month, another fee of £20, US\$40, EUR30 or currency equivalent as appropriate, each time the overdraft increases, will be charged.

In all circumstances, the Bank reserves the right to decide whether the payment is made or not. The Bank will advise you if the payment is not made.

Fees charged are in addition to interest charged as mentioned above.

3. Debit Cards

Annual Fee: FBN Bank (UK) Limited Debit Cards:

GBP Debit Card	£100
USD Debit Card	\$150
EUR Debit Card	€125

Each cash withdrawal: Free

Replacement Debit Card (due to loss, theft etc): £20

4. Other Account Services

Charge per international payment/transfer made through the Internet Banking Service £20

Item received for debit to your account but returned due to insufficient funds £50

Item received for debit to your account and paid against uncleared effects £20

Returned cheque paid into your account GBP/US\$/EUR (other currencies charged at £20 or equivalent) £30
US\$50
EUR45

Stopped cheque instruction £10

GBP Bank draft issued	£20
US\$ Bank draft issued	US\$30
GBP cash withdrawals without notice over £10,000 (subject to cash being available)†	1.5% of sum withdrawn minimum £150 (and equivalent for US\$ and € withdrawals)
Standing Order per payment	£10
Payment GBP/EUR/US\$ (other currencies charged at £30 or currency equivalent)	£20 US\$30 EUR25
Statements: End of month statements are 'Free'. Statements at additional frequencies or duplicate statements are chargeable.	£5 per statement or part thereof
Hold Mail Accounts (Account Statements only held, under no circumstances is any other correspondence held)	£50 p.a. or part thereof, charged in advance annually on 1st November
A Company Search is carried out annually in respect of SPV (Special Purpose Vehicle) customers and any Offshore Registered Business customers	£100/200 per annual search, based on jurisdiction
Status enquiry	£30
Audit report	£50
Correspondent banks charges will be levied accordingly	Variable

FBN Bank (UK) Limited requires at least 72 hours' notice for cash withdrawals over £10,000, or if permitted, US\$10,000 or €10,000.

All tariffs and charges stated are quoted as a flat fee per payment/item/transaction unless stated otherwise and may be charged as a currency equivalent at a rate determined by us.

Any agent banks charges incurred will be debited to your account at cost.

For any other product or service or for any additional work carried out by the bank, customers will be informed by the bank of the relevant charges before that product or service is provided, or before the additional work is carried out, and also at any time that the customer asks.

However, for clients with facilities provided by the Bank the tariff may in certain circumstances differ and in such case the tariff and charges detailed in the Bank's Facility Letter will prevail.

This is the Bank's Standard Tariff and Charges as at April 2016. We may change any part of this Tariff, including rates of interest or charges, in accordance with clause 4 of Section A.