



Financial Markets Service Terms

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1. GENERAL PROVISIONS

1.1 Scope and commencement

These service terms supplement and form part of ABC International Bank plc's (**Bank ABC**) General Terms in relation to the provision of financial markets services by Bank ABC as described herein (**the Service Terms**).

The Service Terms are to be read together with Bank ABC's General Terms and will apply to you, in addition to the General Terms, for as long as we provide such services to you under the Service Terms. The Service Terms supersede and replace any previous agreement between you and us for the provision of services under these Service Terms.

1.2 Inconsistency

To the extent of any inconsistency between the provisions of the Service Terms and any other provisions of the General Terms, the provisions of the Service Terms shall prevail in relation to services provided by us under the Service Terms.

1.3 Categorisation

(a) In connection with the services set out in clause 8 and clause 9 of the Service Terms provided by us to you we have categorised you as a Professional Client or an Eligible Counterparty for the purpose of the FCA Rules. The categorisation does not apply to the extent you enter into Excluded FX Transactions in accordance with clause 9.6, since these fall outside the scope of MiFID II.

If you request to be categorised as an Eligible Counterparty and we agree to that categorisation, we would no longer be required under the FCA Rules to provide certain protections granted to Professional Clients.

These protections include obligations: (i) to act in accordance with your best interest; (ii) not to give or receive inducements; (iii) to achieve best execution in respect of your orders; and to execute orders subject to other constraints as regards timings and handling relative to other clients' orders. General and product specific information about financial products is included in these Service Terms to the extent required by the FCA Rules and depending on your categorisation.

(b) You have the right to request categorisation as a Retail Client for the purpose of the FCA Rules to benefit from a higher degree of regulatory protection. However, we are not authorised to deal with Retail Clients and accordingly, any such request by you will mean we cannot undertake business with you.

Under the FCA Rules, Professional Clients and Eligible Counterparties are granted fewer protections than Retail Clients. You agree that you are responsible for keeping us informed about any changes that could affect your categorisation as a Professional Client or Eligible Counterparty.

1.4 Applicable Regulation

The provision of services by us under the Service Terms is subject to Applicable Regulation which means that we may or may not take action as we consider appropriate to ensure compliance with Applicable Regulation. We will not be liable for any action or inaction for the purpose of compliance with Applicable Regulation. Nothing in this clause 1.4 will exclude or limit any duty or liability which may not be excluded or limited under Applicable Regulation.

2. DEFINITIONS

- 2.1 Unless the context provides otherwise, terms used in these Service Terms shall have the meaning given to them in the Service Terms. Terms used, but not defined in the Service Terms shall have the relevant meaning given to them in clause 3 (Definitions and Interpretation) of the General Terms.
- 2.2 Save when specified otherwise in this or other documents from Bank ABC, the expressions: (a) “from”, “to”, “until” and “between” shall include the date or dates mentioned; (b) “before” and “after” shall exclude the date or dates mentioned; and (c) “genuine” shall mean given by you or on your behalf. Words importing the singular shall include the plural and vice versa.
- 2.3 Words defined in the FCA’s Rules have the same meaning in the Service Terms unless expressly defined otherwise in the Service Terms. Headings are for ease of reference only and do not form part of the Service Terms. Any reference to EMIR, MiFID II, Applicable Regulations or any other statute or statutory instrument includes any modification, extension or re-enactment thereof, as in force from time to time.
- 2.4 In the Service Terms:
- Applicable Regulation** means the FCA Rules and all other applicable laws, rules, procedures, guidance, codes, standards, regulations (including accounting rules and anti-money laundering / sanctions legislation) and the rules of any relevant market infrastructure applicable to the services set out in the Service Terms including any modification or amendment thereof, as in force from time to time.
- EMIR** means Regulation (EU) No 648 / 2012 of the European Parliament and the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories as amended and transposed into the laws of the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 and as amended from time to time.
- FCA** means the Financial Conduct Authority.
- FCA Rules** means the rules and guidance of the FCA from time to time as set out in the FCA’s Handbook of Rules and Guidance.
- FX Spot Transaction** means any Transaction for which the delivery of one currency for another falls on a specified payment date (the **Settlement Date**) being no more than, for major currency pairs (as defined in MiFID II), two business days after the Transaction is entered into and, for all other currencies, the longer of two trading days or the period generally accepted as the standard delivery period for the relevant currency pair.
- MiFID II** means Directive 2014/65/EU of the European Parliament and the Council of 15 May 2014 on market in financial instruments and the Markets in Financial Instruments Regulation (EU) No 600/2014 and all European Level 2 legislation as amended and transposed into the laws of the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 and as amended from time to time.

3. REPRESENTATION & WARRANTIES

- 3.1 You hereby represent and warrant to us on an ongoing basis that:
- (a) you act as principal and not as agent (or trustee) on behalf of someone else in relation to any Transaction under clause 4;
 - (b) any person entering into any Transaction on your behalf has been duly authorised to do so;
 - (c) you will comply with all Applicable Regulations which apply to you;
 - (d) you have read the Service Terms and all other documentation provided to you by us; and
 - (e) where you have been requested to populate the Bank ABC: Financial Markets Questionnaire all information provided by you to us is true, accurate and complete and you will notify us immediately of any material change to such information.
- 3.2 You acknowledge and agree that in the event any representation made or repeated by you under clause 3.1 or anywhere else under these Service Terms proves to have been incorrect or misleading when made or repeated we may take any such measures as we consider necessary in accordance with and provided for under these Service Terms, the General Terms and / or any Additional Terms.

4. SERVICES

- 4.1 We may agree with you to enter into the following Transactions from time to time:
- (a) Deposits in accordance with clause 5;
 - (b) FX Spot Transactions in accordance with clause 7;
 - (c) Derivative transactions in accordance with clause 8; and / or
 - (d) Foreign Exchange transactions in accordance with clause 9;
- in each case, subject to the provisions of these Service Terms.
- 4.2 We are acting as principal in relation to any Transactions under this clause 4.

5. DEPOSITS

5.1 Any Transaction which represents a fixed deposit of funds by you with us is a deposit (a **Deposit**). In order to place a Deposit under clause 5 of the Service Terms (**Deposit Terms**) you shall:

- (a) act in a business capacity (that is, non-personal and for the purposes of your trade, business or profession) for yourself (not as agent or trustee for someone else);
- (b) satisfy our internal checks and due diligence; and
- (c) provide us with details of your account, which will be used for the purposes of receipt and repayment of your Deposit (**Nominated Account**) which means a current account in your name held with a bank acceptable to us, which you have nominated in writing and notified to Bank ABC.

In addition to the requirements set out in clause 5.1 (a) to (c) above, you represent and warrant to us on an ongoing basis that you are business customer and which is not any of the following: (i) a consumer, (ii) a charity which has an annual income of less than £1 million or (iii) a micro-enterprise which employs fewer than ten people and whose annual turnover and/or balance sheet total does not exceed €2 million (or its Sterling equivalent).

5.2 After a deposit is placed, we will send you a confirmation setting out the amount, the interest rate, including the applicable day count/basis (365-day year for accounts in Pound Sterling and a 360-day year for accounts in Euro and US Dollar), the deposit period (including value date and maturity date), and the interest payment date(s) to your contact details which we have on record.

5.3 The amount of your deposit will be fixed for the term or subject to a notice period stated in the confirmation, and the deposit cannot be added to or withdrawn in whole or in part during that period without our permission, which may be: (i) given or withheld at our absolute discretion; and (ii) given on such terms, and subject to such additional charges as we may notify to you. Subject to our discretion, additional deposits will be placed as separate Deposits.

5.4 The Nominated Account must be in the same legal name as your Deposit, and you must maintain a Nominated Account for the duration of any Deposit placed with us.

Any change in the Nominated Account or potential closure of a Nominated Account must be notified to your Relationship Manager. Any incorrect details may result in delays in transfers in and out of your Deposit.

5.5 Subject to the terms outlined in the confirmation, interest shall accrue in your favour from the relevant value date until the designated maturity of the deposit and will be paid at the end of the deposit period.

5.6 For deposits placed in excess of one year, interim interest may apply based on terms agreed at the time of the deposit.

5.7 We currently do not apply any charges for placing Deposits. Should we introduce charges in the future, we will give you notice.

5.8 Withdrawal & Renewal of Deposits

- (a) Funds from your Deposit may only be transferred to your Nominated Account.
- (b) At least two Business Days prior to the maturity date of the Deposit, you must send us your Instruction whether on the maturity date the Deposit shall be renewed or repaid to your Nominated Account. Once you have given your Instruction you cannot revoke it.

5.9 In the absence of your Instructions per clause 5.8 above, the maturing Deposit plus interest will be re-invested on an overnight basis at the prevailing interest rate until the relevant Instruction is received from you.

A new confirmation for the re-invested Deposit will be sent to your contact details which we have on record for you.



5.10 We reserve the right to cancel and return your Deposit immediately if any of the following occur:

- (a) There is a reasonable ground to believe (in our sole discretion) that you are using your Deposit for personal reasons not connected to your business/ trade or you cease to be a business customer in accordance with the representation provided to you by us in clause 5.1 above.
- (b) any information or representation provided in clause 5.1 above is inaccurate;
- (c) you become insolvent or a petition has been presented or resolution passed for winding up or an administration order or a notice of intention to appoint an administrator is issued, or notice of appointment of an administrator is filed with the court, you have a receiver appointed over all or part of your assets or you cease to trade, or you are deemed by law unable to pay your debts or you make an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or take any action (including entering into negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;

- (d) you fail at any time to meet any checks/provide any information required by us, law or regulation;
- (e) if cancellation of your Deposit is required by the order of any court or by direction or decision of a regulator; or
- (f) you breach any of the provisions of these Deposit Terms.

When we or you cancel a Deposit, these Deposit Terms shall continue in full force and effect until all rights and obligations of the parties have been discharged.

- 5.11 You represent and warrant to us that you understand the nature and risks of holding funds in a Deposit. You should not deal with Deposits unless you understand their nature and the extent of exposure to risk that you will incur.

Annex 1: Regulatory Annex

6. EXPERTISE & RISK WARNINGS

6.1 As a Professional Client or Eligible Counterparty, you are deemed to have the relevant expertise, experience and knowledge of the relevant market to make decisions and understand the risks involved. If this is not the case, you must let us know immediately.

We have set out below an overview of the general and inherent risks involved in relation to the financial products or Transactions under these Service Terms.

You represent to read the general and product specific information about relevant in scope MiFID II financial products (**MiFID II Risk Warnings**) and take them into account when deciding whether or not to enter into any Transaction with us under these Service Terms.

MiFID II Risk Warnings and other risk warnings do not form part of these Service Terms and are set out herein for convenience only. The MiFID II Risk Warnings are addressed to you only to the extent and as required due to you actually falling into a category to whom they must be addressed under MiFID II.

MiFID II RISK WARNING

You should not deal in any financial products under these Service Terms unless you understand the nature of the transaction you are entering into and the potential extent of your exposure to risk. You should also be satisfied that the particular transaction is appropriate for you in the light of your circumstances and financial position, and that it fulfils your particular requirements.

Financial products may not always act in the same way and the value of the transaction can be positive or negative. Different products involve different levels of exposure to risk. General risks involved in derivative products may include any of, or a combination of, the following:

Market price risk: This risk is associated with market price changes of transactions. For example, forward transactions typically share the same market price risk as their underlying assets, such as changes in the interest rates or changes in foreign exchange rates.

Interest rate risk: This is the risk resulting from changes of the interest rates resulting from changes in interest rate volatility which will influence the payment of the transaction or its value.

Currency risk: This risk is associated with changes in foreign exchange rates and influenced by the interest rates of the respective currency. Currency risk can therefore affect the value or the payment of your transaction.

Liquidity risk: This is the risk of not being able to close-out your positions under a transaction or not being able to do so at a fair market price. Liquidity risk can therefore result in value loss.

Insolvency risk: This is the risk resulting from you not being able to settle the transaction because of a bankruptcy or liquidation of your counterparty.

You should be aware that the product risks described above, and the information contained herein is not necessarily a comprehensive description and it is worth remembering that all transactions may be influenced by external risk influences such as **political risk, global or local economic trends, operational risk, information risk, and order transmission risk.**

7. FX SPOT TRANSACTIONS

- 7.1 The provisions of this clause 7 shall apply to any FX Spot Transaction we agree to. An FX Spot Transaction request should clearly state the necessary details which include: the Settlement Date and any other relevant details.
- Incomplete requests may cause delay in the timely execution of an FX Spot Transaction, and we will not be liable for any commercial costs or losses incurred by anyone in connection with any delay.
- 7.2 Payments under an FX Spot Transaction can be settled through your accounts held with us, or alternatively, at our sole discretion, we may agree to settle according to the settlement instructions provided by you in writing.
- 7.3 An FX Spot Transaction request should be received no later than two business days prior to the proposed Settlement Date. Requests received outside of this period may be considered at our sole discretion.
- 7.4 You represent and warrant to us that you understand the nature and risks of each FX Spot Transaction. You should not enter into such FX Spot Transaction unless you understand their nature and the extent of exposure to risk that you will incur.

RISK WARNING

FX Spot Transactions are not MiFID II financial instruments and therefore this non-MiFID II Risk Warning is set out herein for information purposes only. You should not deal in FX Spot Transactions unless you understand their nature and the extent of exposure to risk that you will incur.

All currency transactions, including FX Spot Transactions have insolvency risk. Although this risk that the counterparty to the trade might default before settlement is greater in the case of a forward than spot trades (which typically settle in two days), the risk is not removed and this can result in a loss.

8. DERIVATIVE TRANSACTIONS

- 8.1 Before we execute certain Transactions relating to derivatives and other investments with or for you (each a **Derivative Transaction**), we may require you to enter into Additional Terms (which may be in the form of a master agreement in the form prescribed by the International Swaps and Derivatives Association, Inc. (ISDA).

MIFID II RISK WARNING

In addition to the risk warning applicable to MiFID II financial products generally set out in the text box at clause 6 above, it is important that you read and understand the nature and risks of each Derivative Transaction. You should not deal in Derivative Transactions unless you understand their nature and the extent of exposure to risk that you will incur.

Interest rate swaps: Interest rate swaps are transactions under which streams of fixed or floating rate payments, determined using a fixed or floating interest rate, are exchanged

for each other. The payments due from each party are determined by applying the fixed or floating rate to a specified “notional amount” for a series of successive calculation periods, usually starting on the effective date of the interest rate swap and ending on its termination date.

The value of your transaction might be negative or positive, but you may suffer a loss. You should be able to deliver collateral if needed.

9. FOREIGN EXCHANGE TRANSACTIONS

- 9.1 Subject to clause 9.6, any Transaction other than a FX Spot Transaction pursuant to clause 7, for the exchange of one currency to be delivered by you against another on a specified future date at an agreed exchange rate is a foreign exchange Transaction (an **FX Transaction**). Before we execute FX Transactions with or for you, we may require you to enter into Additional Terms (which may be in the form of a master agreement in the form prescribed by the International Swaps and Derivatives Association, Inc. (ISDA)).
- 9.2 An FX Transaction request should clearly state the necessary details which include: the currencies being bought and sold; currency amounts; value date / settlement date; and any other details that may be relevant to the FX Transaction. Incomplete requests may cause delay in the timely execution of an FX Transaction, and we will not be liable for any commercial costs or losses incurred by anyone in connection with any delay.
- 9.3 Payments under an FX Transaction can be settled through your Accounts held with us, or alternatively, at our sole discretion, we may agree to settle according to the settlement Instructions provided by you in writing.
- 9.4 An FX Transaction request should be received at least two business days prior to the first settlement date of the currency pair involved. Any late request received from you will be considered at our sole discretion.
- 9.5 You acknowledge that any payment to be made to us shall be in cleared funds. If you fail to make any payment in cleared funds, we shall be entitled to either to charge interest until the payment is received in cleared funds, or to close out the relevant Transaction by selling out or buying in and to debit your Account with our costs and losses incurred in or in connection with closing out that Transaction.
- 9.6 Notwithstanding the foregoing, in the event you wish to rely on the “means of payment” exclusion criteria under MiFID II, the following shall apply:
- (a) On the date you instruct us to enter into a Transaction you represent and warrant that you meet the “means of payment” exclusion criteria in accordance with MiFID II (**Excluded FX Transaction**);
 - (b) Following any agreement between us to terminate an Excluded FX Transaction earlier than the settlement date for a specified quote, you acknowledge that there shall be an additional cost due to us from you, or due to you from us, arising as a result of such early termination as such cost shall be calculated by us (an **Early Termination Cost**); and
 - (c) You will be notified of such Early Termination Cost following our calculation of it, whereupon such amount shall be due and payable. Such Early Termination Cost may differ from the mid-market valuation of the Transaction due to a number of factors including, without limitation, the timing of the execution, creditworthiness, and market liquidity.
- Following payment of the Early Termination Cost, no further obligations shall be owed between us in respect of the early terminated Excluded FX Transaction.

MiFID II RISK WARNING

In addition to the risk warning applicable to MiFID II financial products generally set out in the text box at clause 6 above, it is important that you read and understand the nature and risks of each Derivative Transaction. You should not deal in FX Transactions unless you understand their nature and the extent of exposure to risk that you will incur.

An FX forward is a contract between two parties who agree that at a certain time in the future one party will deliver a pre-agreed currency and the other party will pay the corresponding counter-value in another currency. This rate of exchange is called the forward price.

Forward transactions are used for hedging FX risk by fixing exchange rates of further cash flows. However, derivative products may not always act in the same way.

Beside insolvency risk, FX forward transactions typically share the same market price risk, such as changes in interest rates or changes in foreign exchange rates.

The value of your transaction might be negative or positive, but you may suffer a loss. You should be able to deliver collateral if needed.

10. NO ADVICE

10.1 You hereby acknowledge that, in providing services under these Service Terms, we will not, unless otherwise agreed in writing with you, be acting in a fiduciary capacity, or provide any personal recommendation to you in respect of any transaction in financial instruments, nor provide any investment advice, or provide the service of portfolio management.

10.2 Accordingly, you should make your own assessment of any transaction that you are considering in the light of your own objectives and circumstances including the possible risks and benefits of entering into that transaction. MiFID II Risk Warnings and other risk warnings do not form part of these Service Terms and are set out herein for convenience only.

The MiFID II Risk Warnings are addressed to you only to the extent and as required due to you actually falling into a category to whom they must be addressed under MiFID II.

10.3 You should not rely on any information, proposal or other communication from us as being a recommendation or advice.

10.4 Any marketing communication or market information provided to you shall not be taken as an endorsement of or advice regarding the services under these Service Terms and the decision to conduct any Transaction will be entirely yours.

11. OWN JUDGEMENT

FCA Rules require us to assess the appropriateness of any product or service for you. However, where you are deemed to fall under the regulatory classification of Professional Client, or Eligible Counterparty,

we are entitled to assume you have the necessary experience and knowledge in order to understand the risks involved in relation to those particular services or transactions.

12. ORDER HANDLING & BEST EXECUTION

- 12.1 To the extent relevant based on your categorisation, you acknowledge that the execution of your order might not always be possible, and we may in our sole discretion decline to execute an order in which case we will notify you as soon as reasonably practicable.
- 12.2 To the extent relevant based on your categorisation, you agree that all transactions executed by us on your behalf will be carried out in accordance with our Order Handling & Best Execution Policy, which you already have received or will receive.

Our Order Handling & Best Execution Policy is made available on our website, and you hereby consent to our Order Handling & Best Execution Policy. You acknowledge that our Order Handling & Best Execution Policy will apply unless you give us specific Instructions that are inconsistent with our Order Handling & Best Execution Policy.

- 12.3 We will notify you of any material changes to our order execution policy. Furthermore, you acknowledge that our Order Handling & Best Execution Policy provides for the possibility that its orders may be executed outside a regulated market, multilateral trading facility or organised trading facility as defined in MiFID II and expressly consent to the execution of its orders in this way.
- 12.4 We may combine your orders with our own orders and the orders of other clients. We shall only combine orders in this way where we reasonably believe that the aggregation is in the best interests of all our clients overall.

However, you acknowledge that such aggregation may result in you suffering a less favourable price in relation to a particular order. Please refer to our Order Handling & Best Execution Policy for further information which is available from your relationship manager and available on our website.

13. TITLE TRANSFER

13.1 When you transfer money to us you agree that:

- (a) the full ownership of the money is transferred to us for the purpose of securing or otherwise covering your obligations; and
- (b) except to the extent we have agreed in writing to the contrary, we will not hold such money in accordance with the client money rules as set out in FCA Rules, but as cash margin.

13.2 Money received by us from you in this way will not be held on your behalf but, rather, we will repay an equivalent amount of money back to you in certain circumstances.

Accordingly, the client money rules as set out in the FCA Rules will not apply, and you will not have a proprietary claim over such money, and we can deal with it as our own. You will only rank as a general creditor of Bank ABC.

13.3 Notwithstanding any other provision in any collateral arrangement between you and us, we will transfer to you an amount equal to any difference in the amount of money which you have transferred to us if, in our discretion, we consider that such amount is more than is necessary to cover your actual and potential obligations to us.

13.4 In determining the amount of collateral and the amounts of cash margin, your obligations, and our obligations to you, we may apply such methodology (including judgements as to the future movement of markets and values) as we consider appropriate and consistent with Applicable Regulations.

14. COSTS & SETTLEMENT

14.1 We price a Transaction taking into account comparable market data within the relevant market price ranges, including established costs and margins, which constitute the final price notified to you before we execute a Transaction.

14.2 You agree to effect payments to us in respect of a FX Spot Transaction in accordance with clause 7 and FX Forward Transaction in accordance with clause 8 in cleared funds.

If you fail to make payment in cleared funds we shall be entitled to charge interest at a rate determined by us in our sole discretion until the payment is received in cleared funds or to close out the relevant Transaction by selling out or closing out or buying in and to debit your entitlement to reimbursement with any costs and losses incurred by us or in connection with closing out that Transaction other than as set out elsewhere.

15. VOLUNTARY TERMINATION

15.1 Without prejudice to our right to terminate the relationship between you and us under the General Terms or our right to terminate any Transaction in accordance with the terms in the relevant Additional Terms, we may terminate these Service Terms and/or any or all Transactions immediately on notice in the event any representation made or repeated by you

under clause 3.1 or anywhere else under these Service Terms proves to have been incorrect or misleading when made or repeated or there is change to your circumstances which affects your categorisation and we are not authorised to deal with you as a result of the changes to your categorisation.

16. CONFIRMATIONS

16.1 Where we execute a Transaction with you, we shall promptly provide you, in a durable medium, with the essential information concerning the execution of that Transaction. We will send you the confirmation by electronic mail to the email address we have on record for you.

16.2 It is your responsibility to inform us of any change to your email address, the non-receipt of a confirmation, or whether any confirmation is incorrect before settlement.

17. TRANSACTION & TRADE REPORTING

17.1 Under Applicable Regulations, we may be obliged to make information about certain transactions public. You agree and acknowledge that any and all proprietary rights in such information are owned by us, and you waive any duty of confidentiality attached to the information which we reasonably disclose.

17.2 Under Applicable Regulations, we may be obliged to report the details of certain transactions to the FCA or other competent authority.

17.3 Where we are required to make a report, you undertake to provide in a timely fashion all such information (including, but not limited to, your LEI) and documentation and to promptly take all such action as we may from time to time reasonably require.

18. LEGAL ENTITY IDENTIFIER

Before you can trade any financial instrument as defined in MiFID II with us, you must have provided us with a valid legal identity identifier (**LEI**) for the entity that will face us.

It is solely your responsibility to obtain all relevant LEIs and to ensure such LEIs are renewed and remain valid.

19. GOVERNING LAW & JURISDICTION

The Service Terms and any Transaction are (a) governed by and shall be construed in accordance with English law (including in relation to the existence, validity, or termination thereof, and any non-contractual obligations which arise out of or in connection therewith);

and (b) subject to the exclusive jurisdiction of the English courts (including in relation to the existence, validity or termination thereof, and any non-contractual obligations which arise out of or in connection therewith).

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