



General Terms & Conditions

SEPTEMBER 2021

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1. SCOPE

These general terms and conditions (the “**General Terms**”) apply to all business between you and us. These General Terms replace any general terms and conditions which may previously have been in force between us. If you continue to transact with us after receiving these General Terms, we will consider you to have accepted these General Terms.

2. GENERAL INFORMATION

2.1 We are ABC International Bank Plc (“**Bank ABC**”). Our registration number is 02564490 and our registered office is: Arab Banking Corporation House, 1-5 Moorgate, London, EC2R 6AB, United Kingdom.

2.2 We are authorised by the Prudential Regulation Authority (“**PRA**”) with reference number 149025 and regulated by the Financial Conduct Authority (“**FCA**”) and the PRA.

The FCA’s registered office is 12 Endeavour Square, London, E20 1JN, United Kingdom. The PRA’s registered office is 20 Moorgate, London, EC2R 6DA, United Kingdom.

2.3 Subject to what is stated below, these General Terms shall govern the relationship between you and us.

2.4 For some products or services you might receive from us, service specific terms and conditions will apply (“**Service Terms**”) in addition to the General Terms. Any Service Terms which apply to you should be read in conjunction with the General Terms.

In the event of any conflict between the Service Terms and the General Terms, the Service Terms shall prevail for the purpose of the relevant service set out in the Service Terms.

2.5 Additional specific terms and conditions (the “**Additional Terms**”) may apply to Transactions (as defined below) together with the General Terms and the Service Terms (if applicable).

If there is any inconsistency between the Additional Terms on the one hand and the General Terms and/or the Service Terms (if applicable) on the other hand, the Additional Terms shall prevail for the purpose of the relevant Transactions.

2.6 By entering into these General Terms you acknowledge and agree that you have received a copy of our Customer Privacy Notice (as defined below). For the avoidance of doubt, our Customer Privacy Notice does not form part of these General Terms.

You can find a copy of the Customer Privacy Notice on www.bank-abc.com. You can also ask us for additional copies of our Customer Privacy Notice at any time by writing to us at Client & Transaction Services, 1-5 Moorgate, London EC2R 6AB or by emailing:

GB-Client&TransactionServices@bankabc.com

2.7 You can ask us for a copy of the Applicable Terms (as defined below) and/or our latest interest rates and exchange rates at any time by contacting Client Transaction Services.

2.8 If you have an account with, or receive any services from, another entity within the Bank ABC Group, or another branch of Bank ABC, that entity or branch will have its own terms and conditions which will apply to that account and/or service.

2.9 The Applicable Terms (as defined below):

- (a) create a contractual relationship between you and us;
- (b) are legally binding;
- (c) will take effect from the date upon which you first deal or conduct business with us after having received them; and
- (d) will be deemed to have been accepted and consented to by you for as long as we are providing any service to you.

2.10 If you require any further information please

contact Client & Transaction Services at:

GB-Client&TransactionServices@bankabc.com



3. DEFINITIONS & INTERPRETATION

3.1 Key words capitalised and used within these General Terms are defined as follows:

Account means any account in your name which Bank ABC agrees to open;

Additional Terms has the meaning given to it in Clause 2.5;

Applicable Terms means these General Terms, any Service Terms and/or any Additional Terms that may apply at any time or for any purpose to any Transaction and/or to the relationship between you and us, subject to clauses 2.3, 2.4 and 2.5;

Bank ABC Group means Bank ABC's parent company, Arab Banking Corporation (B.S.C.) and any entities wholly or partially owned by it;

Business Day means a day, other than Saturday or Sunday, on which banks are open for general business in London and the financial centre of the relevant currency;

CRS means the common reporting standard as formulated by the Organisation for Economic Co-operation and Development as implemented in any applicable jurisdiction;

Confidential Information means all information relating to you which Bank ABC receives from you or any of your advisers or otherwise becomes aware of in connection to you, any account or any Transaction in whatever form,

including information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, but excluding information that:

- a) is or becomes public information; or
- b) is known by Bank ABC before the date the information is disclosed to it, or is lawfully obtained by Bank ABC after that date from a source which is, as far as Bank ABC is aware, unconnected with you and which, as far as Bank ABC is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality;

Connected Person means a natural or legal person whose information you, or a person acting on your behalf, provides to any member of the Bank ABC Group in connection with the provision of products and/or services and which may include (without limitation) any guarantor, director or officer of a company, partner or member of a partnership, shareholder, beneficial owner, trustee, settlor or protector of a trust, your representatives, agents or nominees or any other persons with whom you have a relationship that is relevant to your relationship with the Bank ABC Group;

Customer Information means any Personal Data and/or confidential information relating to you or a Connected Person;

Customer Privacy Notice means the privacy notice which has been issued to you along with these General Terms, as may be updated from time to time and re-issued or otherwise made available to you;

DAC means the European Union directive on administrative cooperation as implemented in any applicable jurisdiction;

Data Protection Laws means all applicable laws (including decisions) and guidance by relevant supervisory authorities relating to data protection, the processing of personal data and privacy, including:

- (i) the European Union's General Data Protection Regulation (EU) 2016/679 as implemented into local laws (in the UK by the Data Protection Act 2018) and local laws implementing or supplementing the same;
- (ii) the European Union's Directive 2002/58/EC as implemented into local laws (in the UK by the Privacy and Electronic Communications (EC Directive) Regulations 2003) and as may be amended by the proposed Regulation on Privacy and Electronic Communications; and
- (iii) any other legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy including any such legislation that is enacted as a consequence of the United Kingdom leaving the European Union;

EEA means the European Economic Area;

FATCA means:

- a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations or other official guidance;
- b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or

any agreement pursuant to the implementation of paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction;

Form of Communication means any of the following methods of communication: post; courier; telephone call; electronic (including, but not limited to, SWIFT messages and emails (including any attachments to any email));

Instruction means any instruction given or purported to be given by you or on your behalf which we receive via any Form of Communication;

Personal Data has the meaning given to it in the Data Protection Act 2018;

Relationship Manager means the Bank ABC employee with whom you ordinarily liaise in relation to the business you transact with Bank ABC;

Sanctions means the sanctions laws or regulations enacted by Bahrain, the United Nations, the United States of America, the European Union and the United Kingdom;

Service Terms has the meaning given to it in Clause 2.4;

Tax Deduction means a deduction or withholding from a payment required pursuant to any of CRS, DAC, FATCA or any similar applicable legislation;

Transaction means any transaction, service, facility or other accommodation agreed by Bank ABC with you from time to time;

“we”, “us” and “our” means Bank ABC; and

“you” and “your” means the customer who has a business relationship with Bank ABC.

- 3.2 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.
- 3.3 Words importing the singular shall include the plural and vice versa.

4. INSTRUCTIONS & AUTHORITY

- 4.1 You hereby authorise Bank ABC (the “**Authority**”) from time to time and without further authority or notice from you to act on any Instruction.
- 4.2 We may accept and rely upon, and are entitled to assume, the correctness of the information given in any Instructions.
- 4.3 Provided we believe the Instruction to be genuine, we shall be able to rely, and act upon, such Instruction.
- In the event that you have any right, claim or action against any person arising from an Instruction they gave or purported to give on your behalf, you agree to pursue such right, claim or action independently of us and without recourse to us.
- 4.4 We may refuse to act on any Instruction if we reasonably believe that:
- (a) by carrying out the Instruction we might break a law, regulation, code or other duty which applies to us;
 - (b) the Instruction is not genuine or clear;
 - (c) the security of the relevant Transaction cannot be guaranteed;
 - (d) there are grounds for suspecting the Transaction is unauthorised or fraudulent;
 - (e) with regard to a Transaction involving a credit line, there is a significantly increased risk that you are or will be unable to fulfil your liability to pay;
 - (f) our reputation is likely to be damaged by carrying out the Instruction; or
 - (g) any provision of any Applicable Terms has been breached or will be breached by carrying out the Instruction,
- and, to the extent permitted by law and unless there are pending security concerns, we shall notify you of such refusal giving reasons for doing so and resume acting on your Instruction as soon as practicable after the above concerns have been addressed.
- 4.5 You hereby further authorise us (at our absolute discretion) not to act on any Instructions if we have reasonable cause (in our absolute discretion) to believe that such Instructions may not be properly authorised by you.
- 4.6 If you authorise another person to give an Instruction we will deal with that person as if he or she were you. Accordingly, the checks we carry out to make sure that Instructions are genuine will be checks relating to that person only. That person must comply with the obligations under all Applicable Terms.
- 4.7 The fulfilment of our contractual and regulatory obligations towards you is based on the representations you made to us regarding your status, including but not limited to:
- (a) your turnover, assets or number of employees; and
 - (b) any other information you provided to us when we first entered a business relationship with you or in relation to reviews of that relationship.

In order to ensure we remain compliant to our responsibilities, you shall inform us without any undue delay and as soon as practicably possible upon any change in your status.

- 4.8 An Instruction received after normal banking hours on any Business Day shall be deemed to have been received on the following Business Day.
- 4.9 Our record of any Instruction will be conclusive and the Authority and the indemnity in Clause 4.10 shall not be prejudiced by the existence or absence of any confirmation or other communication relating to the relevant Instructions.

- 4.10 You hereby agree that we will not be liable for, and that you will indemnify and hold harmless Bank ABC and any of its correspondents, Affiliates, employees or agents from and against, all claims, liabilities, obligations, damages, costs, losses, penalties, actions, judgments, suits, expenses and disbursements of any kind (including, but not limited to, interest) that result, whether directly or indirectly, from Bank ABC acting in accordance with any Instruction (including, but not limited to, any Instruction which you give us which are incorrect).

You also hereby agree promptly to confirm any Instruction in writing if so requested by us.



5. CORRESPONDENCE & COMMUNICATIONS

- 5.1 You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). Except where otherwise agreed, the language of communication shall be English, and you will receive documents and other information from us in English.
- 5.2 We may contact you by any Form of Communication using the most recent details you have given us.
- 5.3 Certain Forms of Communication are not secure and it is your responsibility to ensure that others do not access, read or use your information without your consent.

We are not liable if, due to circumstances beyond our control, any relevant communication is intercepted, delayed, corrupted, not received by the intended addressee or received by persons other than the intended addressee.

- 5.4 It is your responsibility to ensure that we have your current contact details and the correct details for your key personnel who are authorised to act on your behalf, and to notify us of any changes to your company name or address.

We will require satisfactory evidence of such details or changes. If you do not tell us promptly about any change to your details, the security of your information could be at risk and you may not receive correspondence which could be important.

5.5 Both of us are aware that the electronic transmission of information cannot be guaranteed to be secure or error-free and that such information could be intercepted, corrupted, lost or destroyed, could arrive late or be incomplete or otherwise be adversely affected or unsafe to use.

You acknowledge and confirm that you are aware of and accept all risks arising from such transmission including, but not limited to, the risk of viruses and the security risk of interception of, or unauthorised access to, such communications.

5.6 If you give us instructions by telephone, your conversation may be recorded. We may record telephone conversations without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded.

Such records will be our sole property and accepted by you as evidence of the Instructions given.

5.7 Instructions given by you via email or other electronic means will constitute evidence of the instructions given. Your communications with us will be recorded. A copy of the records will be available on request for a period of five years and, where requested by the FCA or other relevant regulatory authority, for a period of up to seven years.

5.8 Each of us accepts the risk of the corruption or loss of, or delay affecting, any Form of Communication sent and, save in the case of its own fraud, neither of us will be liable to the other for any damage or loss caused to or suffered by the other from any such corruption, loss or delay.

If a relevant communication relates to a matter on which either of us wishes to rely, you or we (as the case may be) may (but shall not be obligated to) request an original written request from the other.

5.9 We shall each be responsible for protecting our own computers and/or networks from being affected by viruses, worms, etc., and neither of us shall be liable to the other for any introduction on its part of any virus, worms, etc. into the computers and/or networks of the other.

6. CONFLICTS OF INTEREST

6.1 We maintain a conflicts of interest policy and have implemented procedures to identify, prevent, and manage any actual or potential conflicts of interest that may arise between us, our managers, our employees, other companies in the Bank ABC Group and our clients, or between one client and another.

A summary of our Conflicts of Interest Policy is available on our website at:

www.bank-abc.com/world/abcib

6.2 Where an actual or potential conflict of interest is identified, we will take all appropriate steps to prevent or manage such conflict of interest in order to prevent it from adversely affecting the interests of our clients.

Where we do not consider that our arrangements are sufficient to ensure, with reasonable confidence, that the risks of damage to your interests will be prevented, we will disclose the general nature of the conflict of interest and the steps taken to mitigate those risks so that you can decide how to proceed.

7. FINANCIAL CRIME PREVENTION

- 7.1 We are obligated to comply with applicable laws and regulations concerning the prevention of fraud, bribery, corruption, money laundering, terrorist activity and any other similar crime (“**Financial Crime**”).

These laws and regulations require us, amongst other things, to deter financial criminals from using Bank ABC as a conduit for their illegal activities, to identify and report suspicious transactions and to keep an audit trail for use in any subsequent investigation into Financial Crime.

- 7.2 Our obligations under such regulations override any obligations of confidentiality which may otherwise be owed to you. We may be obligated to notify the UK authorities of any transaction which we may suspect involves Financial Crime (including, but not limited to, the laundering of the proceeds of any crime, regardless of where that crime may have been committed).
- 7.3 We shall deal with you on the understanding that you are complying with all applicable laws and regulations to which you may be subject in relation to the prevention of Financial Crime. We may also, from time to time, seek your written assurance that you have complied with all such laws and regulations.

- 7.4 All transactions which we undertake are deemed to be subject to Sanctions and our obligations in relation to you are always subject to such compliance with Sanctions (whether or not imposed in the United Kingdom) and the prevention of Financial Crime.

We, and any other member of the Bank ABC Group, may take whatever action we consider appropriate to meet any such obligations, either in the UK or elsewhere including our refusal to take any Instructions or proceed with any Transaction and neither we nor any other member of the Bank ABC Group will be liable for any loss, damage, cost or expense arising in such circumstances.

- 7.5 You agree to indemnify us and hold us harmless on demand against all and any losses, costs and expenses we may incur or be liable for as a result of any suspicion, allegation or report of Financial Crime arising out of or in connection with your Account or any Transaction.

You agree that Bank ABC and any other member of the Bank ABC Group may hold and process by computer or otherwise any information held about you and may use any of that information to provide any service to you; to administer and operate your Account (if any); and for any other purposes arising out of or in connection with any Transaction or your Account (if any).

7.6 If false or inaccurate information is provided to us or we suspect or identify Financial Crime, we will record this. We may also pass this information to relevant Financial Crime prevention agencies or organisations, where it may be accessed and used by law enforcement agencies.

The information recorded by Financial Crime prevention agencies may be accessed and used by other organisations and agencies in the UK.

7.7 Financial Crime prevention agencies may supply the information we have given them about you and your business to other organisations.

7.8 We may retain the information we hold about you after the termination of our business relationship with you for as long as is permitted for legal, regulatory, Financial Crime prevention and legitimate business purposes.

This is without prejudice to our obligations in respect of retention of Personal Data under the Data Protection Laws, and for information about that you should refer to the Customer Privacy Notice.

7.9 For information about the data credit reference agencies hold about you, you can contact the credit reference agencies, who may also charge you for this service.

8. DATA PROTECTION

- 8.1 You agree that upon becoming aware of any changes to Customer Information (including but not limited to your tax status and/or residency or that of a Connected Person and/or in connection to your relationship with us) you will promptly (and in any event within 5 Business Days) advise us of such information.
- 8.2 You agree that when requested by us you shall promptly (and in any event within 5 Business Days) provide us with any documentation or other evidence which is reasonably required by us to comply with our obligations under any applicable law or regulation.
- 8.3 You must ensure that every individual in your organisation who will be in contact with us or a member of the Bank ABC Group, or whose Personal Data will be shared with us or a member of the Bank ABC Group, in each case from time to time, including all Connected Persons, receives a copy of our Customer Privacy Notice before such Personal Data is provided to us.
- You agree to indemnify us and hold us harmless on demand against any and all claims, liabilities, obligations, damages, costs, losses, penalties, actions, judgments, suits, expenses and disbursements of any kind we may incur or be liable for as a result of your breach of this clause.
- 8.4 Your failure to provide us with Customer Information which we request may result in us and/or a member of the Bank ABC Group: (i) being unable to commence or continue with any processing, transfer or disclosure of such Customer Information in any event, in accordance with applicable law; (ii) being unable to provide new, or continue to provide all or part of any, products and/or services to you, and thereby potentially terminating the relationship with you; (iii) taking actions necessary to meet relevant regulatory obligations; and/or (iv) block, transfer or close your account(s) where permitted under applicable law.

9. COST & CHARGES

Information on costs and related charges, as well as interest and exchange rates is provided in the Service Terms or the Additional Terms as applicable.



10. TAX

10.1 We do not provide tax advice or related services. You acknowledge and agree that you are responsible for your own tax arrangements in compliance with all applicable laws and regulations.

10.2 All money payable by you to us in respect of any Transaction must be paid free and clear of, and without withholding or deduction for, any taxes of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax, unless the withholding or deduction of such taxes or duties is required by law.

In that event, unless otherwise agreed, you will pay such additional amounts as will result in the net amounts receivable by us (after taking account of such withholding or deduction) being equal to such amounts as would have been received by us had no such taxes been required to be withheld or deducted.

10.3 We may make any Tax Deduction, and any payment(s) required in connection with that Tax Deduction, as may be required in our reasonable opinion. We shall not be required to increase any payment in respect of which we make such a Tax Deduction or otherwise compensate the recipient of the payment for that Tax Deduction.

10.4 If we become aware that we must make a Tax Deduction in respect of a payment to you (or that there is any change in the rate or the basis of such Tax Deduction) we shall, to the extent permitted by law, notify you.

11. OUR RELATIONSHIP WITH YOU

- 11.1 We will only deal with you on a principal to principal basis. When you are in fact acting for a third party (whether or not known to us), such third party shall not be treated as our indirect customer.
- 11.2 We may, from time to time, and subject to Data Protection Laws, provide you with market information and factual information, in which case the following shall apply:
- (a) by doing so we will not be advising you on whether or not to enter into any particular Transaction or accept any particular service;
 - (b) such information is provided by way of information only and may involve our subjective judgement and analysis and accordingly, is subject to significant uncertainties and risks, many of which are outside our control and are unknown to us;
 - (c) such information does not purport to be all-inclusive or to contain all information which you may desire; it is understood that you will perform your own independent investigation and analysis of and in relation to the information or the relevant Transaction based on such information as you deem relevant and without reliance on us;
 - (d) no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by us as to or in relation to the accuracy or completeness or otherwise of the information or the statements contained therein or as to the reasonableness of any assumptions, views, judgements, analysis or conclusions contained therein;
 - (e) where the information summarises the provisions of any other document, that summary should not be relied upon and you should obtain your own advice and refer to the relevant documentation for its full force and effect;
 - (f) we shall not be under any obligation to update or correct any inaccuracy in such information or be otherwise liable to you or any other person in respect of such information.
- 11.3 Unless expressly agreed otherwise in writing by Bank ABC in a separate written agreement to advise, you acknowledge and agree that:
- (a) you are acting for your own account, and you have made your own independent decisions to enter into a Transaction and as to whether the Transaction is appropriate or proper relying upon your own skill and judgment and such independent advice as you have deemed necessary or appropriate;

- (b) you are not relying on any communication (written or oral) of Bank ABC as investment advice or as a recommendation to enter into a Transaction and we will not be deemed to have advised you on, or accepted any fiduciary or other duty in relation to, any Transaction (it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction); and
- (c) no communication (written or oral) received from Bank ABC shall be deemed to be an assurance or guarantee as to the expected result of a Transaction.

11.4 You represent and warrant to Bank ABC that:

- (a) you are capable of understanding and assessing the merits of (on your own behalf or through independent professional advice) the relevant Transaction;
- (b) you understand and accept the terms, conditions and risks of the relevant Transaction; and
- (c) you are capable of assuming, and assume, the risk of the relevant Transaction.



12. DISCLOSURE OF CONFIDENTIAL INFORMATION

12.1 Bank ABC may disclose to any Bank ABC Group entity and any of its or their representatives such Confidential Information as Bank ABC shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information.

12.2 Bank ABC may disclose to any person:

- (a) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, under the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
- (b) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; or
- (c) with your consent;

in each case, such Confidential Information as Bank ABC shall consider appropriate.

12.3 Bank ABC may disclose any Confidential Information to those who provide services to Bank ABC or act as its agent, to any person to whom Bank ABC transfers or proposes to transfer any of its rights or duties and to licensed credit reference agencies or other organisations that may assist Bank ABC in making credit decisions and/or reducing the incidence of fraud or financial crime or in the course of carrying out identity, fraud or financial crime prevention, credit control or other checks (including, but not limited to, any legal or regulatory checks).

The credit reference agency may retain a record that a search has been made against your name. You may obtain a list of credit reference agencies that we use by contacting us.

13. TRANSFER AND/OR ASSIGNMENT

We may transfer or assign all or any of our rights in relation to any Applicable Terms. We may also transfer all or any of our obligations, but only to someone we reasonably consider capable of performing them.

You may not transfer or assign any of your rights or obligations in relation to any Applicable Terms without our prior written consent.



14. BREACH OF AGREEMENT

If you breach any of the Applicable Terms, we can claim from you any losses or costs that we reasonably incur as a result of your breach. These include, but are not limited to, legal costs and the costs of tracing you, communicating with you about the breach, taking steps to deal with the breach and enforcing payment of any amount due to us.

We can claim these amounts as well as recover from you all amounts that you already owe us (for example the amount outstanding on any overdraft we have made available to you). These amounts are due and payable immediately.

15. OUR LIABILITY TO YOU

15.1 You agree that we (and each member of the Bank ABC Group) will not be liable to you for any losses you suffer or costs you incur because:

- (a) we do not act in accordance with an Instruction for a reason specified under any Applicable Terms;
- (b) the details contained in the Instruction were not correct;
- (c) we breach any of the Applicable Terms due to abnormal and unforeseeable circumstances outside our reasonable control which may include, but are not limited to, the action of any government or government agency, strikes or other industrial action (whether or not involving our staff), a machine, electronic device, hardware or software failing to work or being down for a period, interruption to third party power supplies and/or complete or partial disruption to the international banking systems to and/or through which payments are sent and any act, omission and/or delay of any agent, correspondent or third party; or
- (d) of any delay or change in market conditions before any Transaction is effected.

15.2 Save for circumstances where Bank ABC has committed fraud or acted grossly negligently:

- (a) our liability is limited to direct actual damages only. A claim for such direct actual damages is your sole and exclusive remedy and all other remedies or damages are waived by you; and
- (b) we shall not be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, whether by statute, in tort or contract, under any indemnity provision or otherwise.

15.3 Nothing in the Applicable Terms shall limit our liability for death or personal injury resulting from our negligence or for any liability under applicable law that we may not exclude by contract.

16. SET-OFF

16.1 You agree that we may deduct any applicable charges from a payment due to you before such payment is forwarded to you or credited to your account (if any).

You will be provided with the relevant information clearly stating the full amount of the payment transaction and details of the charges deducted.

16.2 You agree that nothing in the arrangements between you and us shall be construed as voiding, negating or restricting any right of set-off or any other right whatsoever in our favour existing or arising at common law, by statute or otherwise howsoever.

16.3 You further agree that we may:

- (a) without prior notice to you, apply any credit balance (whether or not then due and in whatever currency) which is at any time held by any of the Bank ABC Group offices or branches (wherever located) on any account in or towards satisfaction of any matured obligation owing by you to Bank ABC whether actually or (so as to better secure Bank ABC under the Applicable Terms) contingently;
- (b) apply the provisions of this Clause to pay any matured obligation owing by you to any other member of the Bank ABC Group;
- (c) in our reasonable discretion estimate the amount of any liability which is contingent or unascertained and thereafter set off such estimated amount; and
- (d) where the obligations are in different currencies, convert such obligations at the market rate of exchange which is reasonably available to Bank ABC.

We will notify you of any such application.

17. FORCE MAJEURE & SANCTIONS

17.1 We shall not be liable to you for any failure or delay in performing any of our obligations under the Applicable Terms if any such failure or delay is due to any cause outside our reasonable control including, but not limited to:

- (a) acts of God;
- (b) any change to the law or regulation of a Governmental or regulatory body;
- (c) problems at other banks;
- (d) strikes;
- (e) malfunctions;
- (f) power shortages;
- (g) any act of terrorism;
- (h) market conditions affecting the execution of any Payment Instruction; or
- (i) any event or circumstance that we are unable, using reasonable skill and care, to avoid.

18. COMPLAINTS

- 18.1 If you want to make a complaint, in the first instance please contact your Relationship Manager.
- 18.2 Alternatively, please contact Bank ABC's Head of Compliance (whose details appear at Clause 1.4) so that we have an opportunity to answer your concerns. If you remain dissatisfied and would like to have further information about our procedure for resolving complaints, please let us know.

Our aim is to resolve all your concerns internally. However, if you are not satisfied with how Bank ABC handles your complaint you may be eligible to escalate any complaint with the Financial Ombudsman Service (the "FOS") whose contact details are:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange
London
E14 9SR

www.financial-ombudsman.org.uk
Telephone: 0800 023 4567

19. MISCELLANEOUS

- 19.1 The Applicable Terms are personal to you and a person who is not a party to them will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of their terms.
- 19.2 Bank ABC may change the Applicable Terms from time to time. We will give you two months' written notice before any changes take effect. We will do this by post, email, secure e-message or on your statement.
- If you do not want to accept the new changes, you need to let us know before the change comes into effect.
- In that case we will close your Account (if any) or stop the relevant service as soon as we hear from you. There will be no additional charge for this.
- Bank ABC may also change the Applicable Terms at any time to reflect changes in law, regulation or codes of practice which are applicable to Bank ABC.
- In such circumstances it may not be possible for us to give you any written notice though we shall endeavour to give you as much prior notice as is possible.
- 19.3 No failure or delay by Bank ABC in enforcing any provision of the Applicable Terms will affect any of our rights to do so.
- 19.4 Save as otherwise expressly excluded in the Applicable Terms, any banking terms and conditions implied by law will also apply to our relationship with you.
- 19.5 Any amount due from you to us under the Applicable Terms or pursuant to any Transaction that is not paid on its due date shall bear interest from the due date to the date of payment at five percentage points per annum (or such other rate which we determine from time to time) over such rate as we shall certify to be our cost of funds from time to time for the relevant currency.
- 19.6 If you are two or more persons or a partnership, then your liabilities under the Applicable Terms and any Transaction shall be joint and several (which means that you are all jointly liable but we can also enforce any liability against any one of you in full).
- 19.7 The Applicable Terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 19.8 If any part of any Applicable Terms is unenforceable, unlawful or void in any relevant jurisdiction then that part shall be separated from the rest of the agreement which shall continue to be valid and enforceable.

20. GOVERNING LAW & JURISDICTION

The Applicable 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).

