



Habib Bank Zurich plc

General Banking Terms and Conditions for Business Accounts

Effective 01 April 2016

Please read these terms and keep them in a safe place.
You can ask for a further copy of the terms at any time.

General Banking Terms and Conditions

1 Introduction

- 1.1 These terms and conditions (these “**Terms**”) form part of the agreement between you and us, Habib Bank Zurich plc.
- 1.2 These Terms govern your relationship with us and create a contractual relationship, which affects your legal position. They contain important information regarding the services that we will provide to you. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained within these Terms. Additional and up to date copies are available on request. These Terms are also available on our Website www.habibbank.com
- 1.3 Your agreement with us consists of these Terms and any additional conditions that apply to any product/service that you have and which are described within these Terms. In the event of any conflict with these Terms the additional conditions shall take priority and prevail.
- 1.4 The additional conditions include the following, as applicable to your product/service: (1) all interest rates that apply to your product/service; (2) all charges and other information that applies to your product/service and is covered in the Tariff Book applicable to your product/service; (3) the application form or forms that you have signed; and (4) any other terms that we provide to you from time to time.
- 1.5 You will be issued a copy of the Tariff Book when you take out your product/service with us and you can also find details of our interest rates and charges on our Website and at any of our Branches in the UK.

2 Definitions

- 2.1 In these Terms:

“**Branch(es)**” means our branches in the United Kingdom and “**your Branch**” means the Branch where your Account is held;

“**Business Day**” means Monday to Friday, except if such day falls on a day which is a public holiday in: (i) England in the case of our Branches in England; or (ii) Scotland in the case of our Branches in Scotland;

“**Exchange Rate**” means our exchange rate for any applicable currencies;

“**HBZweb Service**” means the internet/online e-banking service provided by us;

“**Recipient**” means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account that you have or if you are withdrawing cash);

“**Tariff Book**” means the separate document which sets out our charges from time to time. The current Tariff Book is displayed in our Branches and on our Website and is available on request;

“**you**” and “**your**” means the account holder(s) set out in the separate account operating instructions you provide to us

from time to time covering your accounts (or any of them) with us, and includes, in particular the business customers defined below:

- **Sole trader** – a person operating a business in his or her own name, or under a trade name;
- **Partnership** – two or more people operating an unincorporated business together with a view to making a profit from their activities;
- **Corporate Customers** – a limited or unlimited company incorporated in the UK or abroad, limited liability partnership and other corporate bodies; and
- **Club, society, association, personal representative, trustee, charity or other group** – a person, group or body providing a service or benefit for the benefit of its members or others as applicable.

“**we**”, “**us**” and “**our**” means Habib Bank Zurich plc (trading as Habib Bank AG Zurich) and whose registered address is Habib House, 42 Moorgate, London EC2R 6JJ.

“**our Website**” means our website which can be accessed by clicking on the link for the UK on the website www.habibbank.com.

The following ways of making payments are referred to in these Terms and are briefly defined below:

- **Standing Order** – a standing order is an instruction a bank account holder gives to his or her bank to pay a set amount at regular intervals to another’s account.
- **Direct Debit** – an arrangement made with a bank that allows a third party to transfer money from a person’s/organisation’s/company’s account on agreed dates, typically in order to pay bills.

3 Information about us

- 3.1 Habib Bank Zurich plc is incorporated in England. We trade and do business under the name “Habib Bank AG Zurich”. We operate in the UK through our network of Branches. Our registered address is at Habib House, 42 Moorgate, London EC2R 6JJ. Our Company register number is 08864609. You can contact us using the details given in clause 5.

- 3.2 We are authorised by the Prudential Regulation Authority (“**PRA**”) and regulated by the Financial Conduct Authority (“**FCA**”) and the PRA. We are registered in the Financial Services Register with the registration number 627671. You can contact the FCA at 25 The North Colonnade, Canary Wharf, London E14 5HS, England or by telephone on +44 (0)20 7066 1000. You can view the FCA’s register at <http://www.fca.org.uk/register>

4 Services

- 4.1 Our Branches are open on each Business Day between such times as are displayed at each Branch. Timings may vary at some Branches. Please refer to your Branch for details of their current opening hours.

5 Contacting each other

5.1 We may contact you by post, telephone, fax or email by using the latest mailing address and telephone number(s) or email address that you have provided us. It is your responsibility to ensure that we have your correct contact details.

We will normally contact:

- **Sole Trader** – the principal;
- **Partnership / corporate / club, society, association, personal representative, trustee, charity, other group** – one of the authorised signatories for the account or an individual specifically designated by you as our point of contact with you unless there is a specific legal requirement to contact all of you. If you do not tell us which of you to contact, we will contact the first person listed in our records. The person contacted is responsible for passing information we send to the other partners, directors, office bearers.

5.2 You can contact us by contacting your Branch (whose contact details are available on our Website) or our registered office in the UK whose details are:

Habib Bank Zurich plc
Habib House
42 Moorgate
London EC2R 6JJ

Telephone: +44 (0)20 7452 0200
Fax: +44 (0)20 7638 8318
Email: contactuk@habibbank.com
Website: www.habibbank.com

5.3 If you email us, or give us your email address, we will keep a record of this and you agree to communications being sent to you at that email address. We will not give your email address to any unauthorised third parties. However, if you send us an email, please remember that it will be insecure and could be intercepted. If you do send us an email, please keep the amount of confidential information you include to a minimum. We will do likewise when we reply.

5.4 We may monitor or record telephone calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place so that we can check your instructions and monitor our quality of service, for business purposes such as quality control and training and prevention of unauthorised use of our telecommunications systems our Website, ensuring effective systems operation, prevention and detection of crime, and protection of your personal data. You are consenting to such recording or monitoring.

5.5 **You must keep us informed if there are any changes to your situation, contact or business/corporate details (e.g. if you change your name or registered and/or principal place of business address) or any other important changes/events that are relevant to us (e.g. you form or acquire a new subsidiary, any material dispute or litigation, insolvency etc).**

5.6 All written communications between us will be in English.

6 Opening an account – documentation required

6.1 To open an account, the sole trader, partners, directors of the company, office bearers of the club, society or other entity, must be at least 18 years old and complete such documentation as we may require.

6.2 When you apply to open an account with us we will ask you for certain information (including, without limitation, both the business and principal's proof of identity, proof of address and financial standing) to help protect you, us and third parties against fraudulent use of the banking system. You must tell us of any variations to any of these documents or the facts contained in them after you have provided them to us.

6.3 We may also wish to seek references and other information, which will enable us to make an informed decision. For full details of the information required please contact your Branch. While considering an application to open an account we may, like other banks, use credit scoring and make a credit reference agency (CRA) search, which the CRA records.

6.4 We will check the validity of any identification document you provide to prove your identity, with the issuing authority of that document.

6.5 We may also require certain other documents and we shall inform you of our requirements when you apply to open an account. For your information, our requirements for the following entities will include (without limitation):

- **Company** – copy of its certificate of incorporation, its constitutional documents, board resolution authorising the company to open an account;
- **Club, society or association** – a copy of its constitutional documents, rules and any relevant registrations and certificates; and
- **Partnership or limited liability partnership** – a copy of your partnership agreement and, if appropriate, certificate of incorporation.

6.6 So that we can pay cheques and other items from your account, we will ask you and any other persons who will sign on the account to complete various documents which include – account opening form, customer information form and account mandate. This will show a specimen of each relevant signature and tell us who is authorised to make payments from the relevant account.

6.7 We reserve the right to decline your application to open an account with us.

7 Operating and using your account

7.1 Accounts operated by more than one person

7.1.1 Where an account is held in the name of more than one person (for example a joint account or partnership account) then, unless we have agreed otherwise, the following conditions will apply:

- a. each of you is separately responsible for complying with these Terms and you are separately and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of you; and

- b. if one of you dies, the survivor(s) may continue to operate the account and if there is more than one survivor, the provisions of this clause 7 will continue to apply to the account.
- 7.1.2 Where an account is held by an unincorporated association (such as a club, charity, society or other form of association) then, unless we have agreed otherwise, each authorised signatory is separately responsible for complying with these Terms and is separately and jointly liable for money owed to us. This means that we have the right to demand repayment of the full amount owed to us, and not just a share of it, from all or any of the authorised signatories.
- 7.1.3 Where an account is operated by more than one account holder or authorised signatory then, unless we have agreed otherwise, the following conditions will apply:
- a. any of you can independently give us instructions in relation to your account, including giving payment orders to withdraw some or all of the money in an account, changing contact details or methods, or applying for new products or services. Any instruction given by one of you will commit the rest of you.
- 7.2 **Giving us instructions**
- 7.2.1 We will accept instructions given in accordance with the relevant account mandate. You can give us instructions either in person by visiting a Branch or in writing.
- 7.2.2 You may also give us instructions by telephone, by fax or by email provided that you have completed our standard form of indemnity (this is a document under which you accept responsibility for any instructions received by us by telephone, fax or email). Such instructions will be subject to our verification and security procedures.
- 7.2.3 **You must keep your cheque books, cards, Personal Identification Numbers (PIN), passwords, HBZweb Secure Key and other security details secure. If you think someone else may know the security procedures/details including business, personal and/or account details you must tell us immediately by visiting your Branch or calling them on the phone numbers available on our Website. If you fail to do so, you may be liable for all instructions that we receive and act on even if the instruction was not given by you.**
- 7.2.4 Unless we can show that you have been fraudulent, grossly negligent or have not complied with the condition above we will refund your account with any payments we make which you can demonstrate were not authorised by you. We will have no further liability to you. We can ask you for all the information you have about the misuse of security procedures/details, which we may pass to the appropriate authority.
- 7.2.5 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. As long as you have not breached the above conditions we will accept liability for any loss or damage to you resulting from any breach of security.
- 7.2.6 We can act on instructions given by you:
- a. on a document bearing your original signature(s); or
- b. by telephone, fax or email (subject to our verification and security procedures being satisfied). You agree that we may rely on any information quoted in an instruction as correct.
- 7.2.7 We can refuse to act on any instruction if:
- a. we believe that you did not give us the instruction; or
- b. the instruction is not clear or incomplete; or
- c. we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
- d. we believe that the instruction requires further validation/verification.
- 7.3 We may apply financial and/or other limits to telephone and computer instructions from time to time. We may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.
- 8 Minimum balance**
- 8.1 We may, at our discretion, require you to maintain in your accounts the Minimum Aggregate Balance, the amount of which is stated in the Tariff Book. We reserve the right to vary and amend the amount of the Minimum Aggregate Balance at any time. We will give you not less than 60 (or such period required by law) days' notice of the change.
- "Minimum Aggregate Balance"** means the aggregate of the cleared funds held in all your accounts in Pounds Sterling and Pounds Sterling equivalent for accounts held in other currencies. Foreign currency account deposits shall be notionally converted to Pounds Sterling at the Exchange Rate on the relevant date and may be varied at any time without notice.
- Details of our Exchange Rate are available from us at any time on request.
- 8.2 On such day of each month as we may decide we shall calculate if the average aggregate day end deposit balance(s) in all your accounts during the previous month fall below the required Minimum Aggregate Balance and if they do then you will pay us such charge(s) as stated in the Tariff Book.
- 8.3 The charge(s) will be payable monthly and recovered from your current account or such other account as we determine.
- 9 Payments into your account**
- 9.1 **Cash and electronic funds**
- 9.1.1 Cash paid in at a Branch will be added to your account and treated as cleared immediately;
- 9.1.2 Electronic transfers will be added to your account and treated as cleared immediately on receipt.

9.2 Cheques

9.2.1 If you pay in a Pound Sterling cheque into your account at any of our Branches before 3:30pm on a Business Day, the cheque/s will be sent for clearing and will be shown on your account 2 Business Days following the deposit and counted for interest purposes (cheque/s paid in at a NatWest counter can take one day extra), however the value of the cheque/s will not be available to draw on until the 4th Business Day following the deposit, subject to the cheque being cleared for payment. Cheques paid in after 3.30 pm on a Business Day or on a non Business Day shall be considered as being paid in on the next succeeding Business Day.

9.2.2 Under cheque clearing scheme rules, there may be instances (fraud, legal or technical reasons beyond our control) which prohibit a cheque from being cleared within the standard 2/3 Business Day time scales or the cheque(s) may be returned unpaid by the paying bank for a number of specific reasons (which the paying bank will explain at the time of return), the value of these cheque(s) can be deducted from your account balance up to 6 Business Days later from the time the cheque is deposited in your account.

9.2.3 If the bank or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will endeavour to deduct the amount of the cheque from your account balance no later than the end of the 6th Business Day after it is shown to your account.

9.2.4 If a cheque, which is paid into your account, is returned unpaid, the amount shown on it will be deducted from your account. We will advise you that this has been done. Depending on why the cheque was returned unpaid, we will either ask for payment again from the bank of the drawer, or we will return it to you. Please note that different procedures apply to foreign cheques.

9.2.5 Depending upon the account that you maintain, you may be able to facilitate some payments via our HBZweb Service provided you have been accepted for such services and comply with the online and any other procedures.

9.2.6 Cheques not issued on a UK bank, building society and issued in foreign currency have different clearing procedures and will require a longer clearing period.

9.3 Foreign cheques for collection

9.3.1 By “foreign cheques” we mean cheques drawn in a foreign currency (whether drawn on a bank in the UK, Channel Islands, the Isle of Man or abroad) or Pound Sterling cheques drawn on a bank abroad.

9.3.2 If you want to pay in a foreign cheque of one currency into an account in another currency (i.e. a cheque drawn in US Dollars into a Sterling account) we will convert the amount at the Exchange Rate on the relevant date. We will advise you of the Exchange Rate and, where applicable, a fee will be charged for collecting the cheque.

9.3.3 For a cheque that we collect we will deduct a fee from the proceeds at the time we process your item or, if the cheque is returned to us unpaid, we will charge a fee at the time

we receive the cheque back unpaid. We will also pass on any charges made by our agents and/or the bank on which it is drawn and will deduct these from the proceeds. Please refer to the Tariff Book for details of our charges and fees.

9.4 General

9.4.1 You must endorse any foreign cheques you pay into an account. This means that you must sign on the back and that the signature is the same as that in our records.

9.4.2 Whilst we take care in choosing our agents when negotiating or collecting any foreign cheques, we do not accept liability for loss, damage or delays incurred which is not directly due to our own negligence. If exchange controls and/or restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds into the currency of the relevant account.

9.4.3 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 cheques on your behalf.

9.4.4 When we refer to foreign cheques this can also refer to other forms of foreign payment. The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment.

9.4.5 A payment may be recalled by the bank that made it (for example, because the person who paid you did not have enough money, or it was fraudulent), or if a payment goes into your account by mistake. Please tell us straight away if money appears in your account that you were not expecting and/or there seems to be a mistake. In such event, to make things right, we can take the payment back out of your account – even if we have allowed you to make a payment or to take cash out against it. We do not have to tell you before we take the payment back. We will return the payment, even if you have spent the money. If this means any of our charges are triggered, we will still apply them, as applicable.

10 Payments out of your account

10.1 Withdrawal

10.1.1 If the cleared balance on your account (plus any unused arranged overdraft) is sufficient, you may make payments or withdrawals.

10.2 Cheques

10.2.1 We may decide to not pay a cheque issued by you if:

- a. there is not sufficient money in your account, or payment would cause your account to exceed any arranged overdraft; or
- b. the cheque contains any technical irregularities (e.g. the words and figures do not agree); or

- c. we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently.
- 10.3 When you issue a cheque, the amount will normally be deducted from your account when the beneficiary presents it for payment into their account. However, a cheque paid into your own branch, in settlement a bill, for example, will be deducted from your account on the same day. If you cash a cheque at your own branch or our other branches in the UK, the amount will be deducted from your account on the same working day.
- 10.4 If your current account goes overdrawn without an agreed overdraft facility or if you exceed your existing agreed overdraft limit as a result of our deducting a cheque from your account, we will charge you interest from the day the cheque is deducted from your account. The rate of interest on such overdrafts is higher than the interest rates applicable to arranged overdrafts. For details of our interest rates on unauthorised overdrafts, please refer to our Tariff Book.
- 10.5 You should not issue future dated cheques (referred to as post-dated cheques). If you do and it is presented for payment before the date specified, we may pay it without incurring any liability to you for paying it.

11 When payments will/will not be made by us

- 11.1 We will make/authorise a payment from your account if you authorise it and:
 - 11.1.1 there are sufficient cleared funds in your account; or
 - 11.1.2 the payment is covered by an authorised/pre-arranged overdraft that we have agreed following a formal or informal request from you for an overdraft or an increase to an existing overdraft limit.
- 11.2 We may need to undertake separate security checks, this may delay your payment/transaction.
- 11.3 When we assess whether to make/authorise payments under clause 11.1, we may consider any other payments that we have made or agreed to make from your account that Business Day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.
- 11.4 We may refuse to make a payment (and we will not be responsible for any loss) if:
 - 11.4.1 the payment would exceed any limits that we may set;
 - 11.4.2 we are not reasonably satisfied that the transaction or the instruction is lawful;
 - 11.4.3 we consider that your account has been or is likely to be misused;
 - 11.4.4 for security purposes; or
 - 11.4.5 we are not able to send the payment by one of the payment methods that we utilise.
- 11.5 If we refuse to make a payment that you have requested: for Standing Orders, Direct Debits and cheques, we will write/inform to you on the first occasion a payment is

refused; and for other payments you will normally be told when you request the payment, unless we suspect fraud or it would be unlawful. If you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if we are able) and the procedure for correcting any factual errors that may have led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.

- 11.6 We may charge for considering and returning an informal request for an overdraft or an increase to an existing overdraft limit. Please see the Tariff Book appropriate to your product/service for further information.

12 Responsibilities for payments

- 12.1 We will make payments based on the information that we require you to provide. If you provide us with incorrect or inaccurate information, we cannot be held responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will use reasonable endeavours to recover an incorrect payment.
- 12.2 It is the Recipient's bank's responsibility to make sure that a payment that we have sent to them is added to the bank account of the Recipient.
- 12.3 If a payment has been made incorrectly and we fail to prove that the payment you authorised was received by the Recipient's bank as required, we will without undue delay, refund your account with either:
 - 12.3.1 the payment and charges; or
 - 12.3.2 in the case of an overpayment, any excess amount incorrectly deducted, so that you do not incur any loss, and we will also restore your account to the position that it would have been in, if the incorrect payment or overpayment had not been made. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequence of which would have been unavoidable despite all our efforts to the contrary.
 - 12.3.3 You may ask us to trace a payment and, if asked, we will make every effort to do so and advise you the outcome, which may be subject to charges.

13 Foreign payments

- 13.1 Any Exchange Rate applied to your payments will be reflected in your statement.
- 13.2 The Exchange Rate that we will apply to payments that you make involving a currency exchange, other than future dated payments, is the rate that we provide or make available to you upon request to make the payment, and which you agree to by going ahead with the payment or by confirming the rate specifically. The Exchange Rate that we will apply to future dated payments will be the rate applicable at the time that the payment is processed.
- 13.3 If you make a payment that involves an exchange into a foreign currency and that payment is returned to us, we will convert the returned payment back to the original

currency at the Exchange Rate applicable when we receive the returned payment. We are not responsible for any loss that you may incur as a result of any fluctuations in the Exchange Rate.

14 Interest on payments that you make and receive

- 14.1 You will receive interest, if payable on your account, on the amount of a payment up to the time that the payment is deducted from your account. If your account is overdrawn, you will be charged interest on the amount of a payment from the time that the payment is deducted from your account.
- 14.2 Interest (where it applies) will be calculated on payments into your account once the payment has been added to your account and will be paid into your account in accordance with the terms that we have agreed with you.

15 Charges for payments

- 15.1 We may charge you for some payments/services that we provide at the rates set out within our Tariff Book. You authorise us to deduct all charges from your account by giving your instructions, or if the charge applies to payments you receive, when we add the payment to your account.

16 Cut off times, execution times and when you can cancel an instruction to make a payment

- 16.1 The cut-off time is the time before which, on a Business Day, a payment or a payment instruction is treated as received by us on that Business Day. This means that if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following Business Day. If we receive a payment or a payment instruction on a day that is not a Business Day, we will treat this as received on the following Business Day. Cut-off times vary for different types of payment and depending upon the way in which the payment is requested. Further details of cut off times can be obtained by contacting your Branch.
- 16.2 Some types of payment have additional currency cut-off times. For these payments, you must give your instructions before the applicable cut-off times that apply in order for us to treat the instructions as received before the cut-off time.
- 16.3 The effective date for your instruction will depend on whether your payment instructions were received before or after the cut-off time.
- 16.4 Where you have instructed us to make a payment the same Business Day, subject to the cut off time, you may not be able to cancel or change your instructions once they are received.
- 16.5 If you instruct us to make a payment on a future date, we will begin to process the payment on the date that you specify. You may be able to cancel a payment if we have not already paid it.
- 16.6 If you want us to stop a cheque, or cancel a Standing Order, Direct Debit or future dated payment instructions on your account, you must contact your Branch in person or by telephone and provide written confirmation which must include the following details:

- 16.6.1 For Cheques - cheque number and date of issue, your account number, amount and name of the person to whom the cheque was made payable to.
- 16.6.2 For Direct Debit and Standing Orders - name of the recipient, amount, frequency and your account details.
- 16.6.3 Future dated payments - name of recipient, amount, due date for payment and your account details.
- 16.6.4 In certain circumstances it may not be possible or practical for us to effect cancellation of a payment instruction.

17 Statements

- 17.1 We will provide you with paper statements or e-statements (if requested as a preferred alternative) on all of your current and call accounts that we offer on your chosen frequency. Statements will not be sent if there is no transaction in the account for one month or more. However, we will send you statements at least annually for any current and call account that you do not use for six months or more. If you have HBZweb Service, you may request us not to send paper statements. Paper statements can be provided on request free of charge. Additional copies can be provided but charges will apply.
- 17.2 You must read your statements carefully. If you suspect that an unauthorised or incorrect payment has been made from your account, then you must contact your Branch promptly. If you do not tell us immediately and in any event within 13 months after the date the payment was debited from your account, you will not be entitled to have any error corrected or payment refunded or anything else.
- 17.3 Items that are due to credit your account may be returned or recalled by the person making the payment and so may not have been included on your statement. The fact that some items appear on the statement of the account, is not a guarantee that they will be credited into your account, such as cheques that are credited to your account for interest calculation purposes but can be returned on a later date.

18 Borrowing and overdrafts

- 18.1 Borrowing can be arranged either by an overdraft on your current account or in the form of any other credit facility for which you will need to contact your Branch. In some cases, we may need security for the borrowing. Just because we agree to lend you money or provide some other kind of assistance does not mean that we are advising you that your business or proposition will succeed. Ultimately, the decision as to whether to proceed is yours. We are under no obligation to authorise any borrowing you may wish to make. We recommend that you obtain independent advice be taken from an accountant, solicitor, valuer and/or other professional advisor in relation to any proposed borrowing or security.
- 18.2 You cannot go overdrawn on your call deposit account.
- 18.3 If any borrowing (arranged or otherwise) is applied for but not availed by you, you shall be liable for any payment, costs and/or invoices from external advisors (e.g. solicitors, valuers) that we may incur. Any additional costs arising from late payment of these invoices will also be borne by you.

- 18.4 You should always keep your current account in credit unless we have agreed an overdraft limit with you. If we have agreed an overdraft limit with you, you must not exceed this limit. We understand that on occasions you may accidentally overdraw your current account or exceed an agreed overdraft limit. We will determine, at our discretion, whether we will permit such unauthorised overdrafts and the amount we may allow for such exceptional overdraft. If we have allowed you to go overdrawn without an agreed overdraft previously, this does not mean we will do so in the future and we may decide not to pay a cheque or other item if it would make the account go overdrawn or go over an agreed overdraft limit. This may include Standing Orders, Direct Debits or bill payments that you had previously instructed us to make.
- 18.5 If we pay a cheque or other item you issue or make any payment on previous instructions from you and, as a result, your account goes overdrawn or over your agreed overdraft facility, this does not mean that we have agreed an overdraft or an increased limit. You must immediately pay sufficient funds into the relevant account to cover the overdrawn amount or the amount that is over your agreed limit, or contact us to discuss the matter.
- 18.6 If your current account is overdrawn, either as a temporary arrangement or due to an arranged overdraft limit, we will expect you to make regular payments into your current account and bring the account into credit in line with the arrangement. Please advise us promptly if you are unable to meet your commitments.
- 18.7 If an overdraft limit on your current account is agreed, the interest rate payable on the debit balances will be shown in your facility letter, setting out the terms of the overdraft.
- 18.8 If your account goes overdrawn without an agreed limit, we reserve the right to charge interest on the unauthorised amount at a rate higher than interest rates applicable to overdrafts within agreed limits. We will continue to charge a higher rate until:
- 18.8.1 we have agreed a formal borrowing arrangement; or
- 18.8.2 the cleared balance on your account is back within your agreed overdraft limit; or
- 18.8.3 there is a cleared credit balance on your account if there is no agreed limit.
- 18.9 The higher interest rate may vary but will be included in the Tariff Book.
- 18.10 We may reduce or increase your overdraft limit. We will write to you before doing so.
- 18.11 We will tell you the amount of:
- 18.11.1 any arrangement fee we may charge for agreeing your overdraft; and
- 18.11.2 any fee for reviewing your overdraft.
- 18.12 We will calculate the interest you owe on the cleared debit balance on any account daily, on the basis that there are 365 days in a year and will compound such interest monthly. Interest calculated on this basis will be payable for the duration of the overdraft in respect of each of the 365 days in a calendar year. The amount of interest payable will be deducted from the relevant account monthly in arrears on or around the 25th day of each month or if we have to make demand, on the date of such demand.
- 18.13 Unless otherwise agreed by us in writing, we may at any time withdraw your overdraft limit and demand that you repay any money you owe us immediately. If we make demand for repayment, we may debit interest and/or accrued fees and charges to your account on the day demand is made and include such sums within the demand. We may also change the date on which charges are applied to your account. After demand, you will still have to pay interest until you have repaid us in full, at the same rates as before demand, on the amount demanded, and on any other sums debited to your account, unless we agree otherwise with you.
- 18.14 We may cancel any Standing Order or Direct Debit on your account if it is unpaid on more than one occasion.
- 18.15 If you have a foreign currency account, different arrangements may apply to overdrafts.
- ## 19 Responsibility for borrowing
- 19.1 **Sole Trader:** You are personally responsible for any monies your business owes us.
- 19.2 **Partnership, Personal Representatives and Trustees:** As well as the account holders being jointly liable for monies owed to us, each partner, personal representative or trustee is individually liable for all such monies, even if he or she has subsequently ceased to be a partner, personal representative or trustee, unless we have agreed otherwise in writing. We have the right to demand repayment from all or any account holders for all or part of such monies.
- 19.3 **Corporate Customers, Club, Society, Association and Charity:** The signatories are not normally liable for monies owed to us, unless, in the case of a members' club, they are members of it, in which case they will have the same liability as other members.
- 19.4 **Financial Difficulties:** If you have any difficulty in repaying us, please contact your Branch and let us know as soon as possible.
- ## 20 Term deposit accounts
- 20.1 **Fixed Term Deposits**
- 20.1.1 Fixed term deposits are for a fixed period and therefore (subject to the provisions stated below) you should not place your funds in such an account if you may need to have access to them before the term ends.
- 20.1.2 The term of your deposit is fixed for the period selected by you when you apply (and as subsequently agreed in any rollover). The term will start on the day agreed and as advised to you in writing by us and will continue for the period selected by you (and as subsequently agreed in any rollover).
- 20.1.3 You **CANNOT** withdraw your money from your term deposit account until the term ends unless we, on your written request, in our sole discretion agree to allow you to break the term. If we agree to break the term deposit, we may

levy charges to reasonably compensate us for any loss of income, mismatch of money market placements and any charges in relation to breaking the deposit.

21 Security

- 21.1 You shall ensure that your authorised signatory(ies) must take all reasonable precautions to keep safe and prevent fraudulent use of any security details relating to your account (the “**Security Details**”). These precautions include but are not limited to the following, as applicable:
- 21.1.1 never writing down or otherwise recording your Security Details such as business/personal details, PIN/passwords and account number in a way that can be understood by someone else;
- 21.1.2 not choosing Security Details that may be easy to guess;
- 21.1.3 keeping your Security Details unique to your accounts with us; and
- 21.1.4 changing your security details immediately and telling us as soon as possible if you know, or even suspect, that your details may have been compromised.
- 21.2 If any Security Details are lost or stolen, or you suspect that someone has used or tried to use them, you must notify your Branch without delay by visiting your branch or calling them on the phone numbers available on our Website.
- 21.3 We may suspend, withdraw or restrict the use of our telephone and/or HBZweb Services where:
- 21.3.1 we have reasonable grounds to suspect that your Security Details have not been kept safe or compromised; or
- 21.3.2 we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Details.
- 21.4 Unless we are unable to contact you or there is a legal reason or there are other circumstances beyond our control preventing us from doing so, we will notify you personally 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 in writing and give our reasons.

22 Liability

- 22.1 Subject to these Terms and any applicable laws we will be responsible for any unauthorised transaction which you tell us about. Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting loss of interest and charges. We will have no further liability to you.
- 22.2 You will be responsible for all losses arising from unauthorised transactions on your account as a result of:
- 22.2.1 you acting fraudulently; or
- 22.2.2 you intentionally or with gross negligence give another person access to your Security Details.

23 Unforeseen circumstances

- 23.1 We will not be responsible to you if we fail to comply with any of these Terms:

- 23.1.1 due to abnormal and unforeseen circumstances beyond our control, the consequence of which would have been unavoidable despite all efforts to the contrary; or
- 23.1.2 where our failure to comply is due to obligations under international, European or national laws.

24 Changing the terms, interest rates and the charges

- 24.1 We may change these Terms, interest rates and our charges (please refer to the Tariff Book) by notifying you as explained below:
- 24.2 **Interest rate changes**
- 24.2.1 If the overdraft interest rate is based on a reference rate (for example, the Bank of England base rate or our base rate (as applicable)):
- a. we will change the interest rate within one Business Day of any change to the reference rate. The new rate will be shown on your next statement; and
- b. we may change the amount by which your interest rate is set above or below the reference rate and/or provide that it will no longer be based on the reference rate by providing you with 60 days’ (or such period required by law) notice in writing and on our Website.
- 24.3 If the overdraft interest rate is not based on a reference rate (as described above):
- 24.3.1 if a change to the interest rate is not favourable to you, we will inform you in writing in advance of making the change; and
- 24.3.2 if the change to the interest rate is favourable to you, we will provide notification on our Website.
- 24.4 If the credit interest rate is based on a reference rate (for example the Bank of England base rate or our base rate (as applicable)):
- 24.4.1 we will change the interest rate within one Business Day of any change to the reference rate.
- 24.4.2 we may change the amount by which the interest rate is set above or below the reference rate and/or provide that it will no longer be based on the reference rate by providing you with at least 60 days (or such period required by law) advance notice.
- 24.5 If the credit interest rate is not based on a reference rate we may change it in the following ways:
- 24.5.1 if the change is favourable to you, either by, advising you about it personally in writing or by publishing it on our Website; and
- 24.5.2 if the change is not favourable to you, by telling you about at least 60 days (or such period required by law) in advance of making the change.
- 24.6 **Reasons for changing credit interest rates (Excluding Time Deposit accounts)**
- 24.6.1 We may change the interest rates we pay on credit balances, where applicable to:
- a. respond proportionately to a change in the Bank of England’s base rate or any other publically listed market rate;

- b. respond proportionately to changes in the interest rates paid by other banks and financial institutions on personal current accounts;
 - c. reflect changes in the costs we reasonably incur in providing your account;
 - d. reflect changes in the law or a decision by an ombudsman;
 - e. meet changes in regulatory requirements; or
 - f. reflect changes in any applicable codes of practice.
- 24.6.2 If we give you notice of a change in interest rates then, for a period of 60 days from the date of our notice, you have the right to switch or close your account without loss of interest or any additional charges. This right will not be affected by any account specific terms which would otherwise prevent you closing your account or closing it without loss of interest or additional charges. If you do not switch or close your account, you will be deemed to have accepted the changes.

25 Other changes to these terms

- 25.1 We may make changes to these Terms (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) by giving you 60 days (or such period required by law) written notice and will be published on our Website.
- 25.2 We may make changes to our Tariff Book that applies to your account (including introducing new charges or making changes to the basis on which we charge for operating/providing product(s)/service(s)) in the following ways:
- 25.2.1 for changes to interest rates;
 - 25.2.2 for overdraft information (excluding interest rates) and to increase the charges that apply to money that you borrow from us, by giving you at least 60 days' (or such period required by law) advance personal notice;
 - 25.2.3 for reductions in the charges which apply to money that you borrow from us by telling you personally within 60 days (or such period required by law) of the change;
 - 25.2.4 for any other change, by giving you at least 60 days (or such period required by law) advance written notice, which will be published in our Website.

26 Reasons for making changes

- 26.1 We may make any change to these Terms for all or any of the valid reasons set out below but not limited to:
- 26.1.1 if the change is favourable to you.
 - 26.1.2 following, or in anticipation of, and to respond to a change in any relevant laws, regulation or to respond to a change in industry guidance or code of practice or good banking practice.
 - 26.1.3 to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
 - 26.1.4 to respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to you.

- 26.1.5 to respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- 26.1.6 to respond to any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
- 26.1.7 to respond to any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- 26.1.8 to improve the services that we provide.
- 26.2 Where we make any change under this clause, the change will be proportionate to the underlying reason for the change.

27 What you can do when we tell you about a change

- 27.1 You may close your account within 60 days (or such period required by law) of the date of any advance notice of a change we send to you or, if longer, up to the date the change is due to take effect, unless it is a change in overdraft interest rates. There will be no charge for this. If you do not tell us that you want to close your account, then we will assume you have accepted the change and it will take effect automatically.

28 Closing or converting your account

- 28.1 **Closure by you**
- 28.1.1 You can close your account at any time for any reason without charge if the terms for your account permit you to do so. We will forward any credit balance plus any accrued interest (if applicable) on your account to you after:
- a. you have given us written notice that you wish to close the account;
 - b. you have returned all (unused) cheques and cards if issued to you and all connected parties; and
 - c. you repay in full any money you owe us including any interest, costs or charges.
- 28.2 You must cancel all Direct Debit and Standing Order arrangements.
- 28.3 We reserve the right to recover any costs we may incur after account closure but which relate to your account.
- 28.4 If you close your account then our agreement, including these Terms, will also end.
- 28.5 **Closure by us**
- 28.5.1 We can close your account and terminate these Terms with you immediately in the following situations:
- a. if you have seriously or persistently broken any of these Terms;
 - b. you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;

- c. your account is, or we reasonably suspect your account is, being used for an illegal purpose;
- d. you are, or we reasonably suspect you may be acting fraudulently;
- e. your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your account;
- f. you were not entitled to open your account or take out your service;
- g. we have demanded that you repay an overdrawn balance on your account to us and you fail to do so; or
- h. if we reasonably consider that by continuing this agreement: (i) we may break a law, regulation, code, court order or other duty; or (ii) we, our parent or another member of our parents group, may be exposed to action or censure from any government, regulator or law enforcement agency.

28.5.2 We will give you notice in writing immediately after your account has been closed.

28.5.3 We may close your account for any other reason by giving you at least 60 days (or such period required by law) written notice. If we close your account we will repay any credit balance owed to you by either issuing a cheque or action upon your written instructions.

28.6 Conversion

28.6.1 We can convert your current account to another current account in our range. We will only do this if:

- a. we have a valid reason for converting your account; and
- b. we give you notice not less than 60 days (or such period required by law) before we convert it.

28.6.2 We will convert your account after the expiry of our notice unless in the meantime you have given us written notice that you wish to close your existing account. For a further 30 days from the date on which we convert your account, you may close the account (or switch to any other account we are willing to provide to you) without loss of interest or additional charges.

29 Agreement and indemnity from a company/business regarding fax/electronic instructions and communications

It would be convenient and in our interests if we could at any time and from time to time give/send instructions to you in relation to any and all of our existing and future accounts, facilities and any other arrangements of any type (including without limitation payments, transfers, investments, placement of funds, foreign exchange dealings, documentary credits, loans, overdrafts or any other credit facilities) which we may now or in the future have with you by any of the following methods (the said instructions being given/sent by any method referred to below shall hereinafter be referred to as "Instructions"):

- a. facsimile transmissions (meaning the sending of fax transmissions by any media); and

- b. electronic mail (meaning the sending of transmissions, messages, files and/or signed instructions scanned and attached to an email via the internet or fax)

In consideration of our request agreeing to accept Instructions given by any of the above methods we hereby authorise, instruct and agree:

29.1 **PROVIDED** that the Instructions are (i) in accordance with the current bank mandate held by you and appear to be given by a person or persons authorised under the bank mandate (person(s) so authorised shall hereinafter be called "Instructing Person(s)"); and (ii) you have complied with the various security procedures stated in clause 2 below:

- a. that you may act on any and all Instructions given by the Instructing Person(s) from time to time and that in acting on the Instructions you shall have and be considered to have acted properly and to have fully performed all obligations owed to us, even if such Instructions may have been initiated, sent or otherwise communicated in error, fraudulently or otherwise (without limitation), and we shall be bound by any such Instructions on which you may act;

- b. that any Instructions acted upon by you shall irrespective of any later dispute regarding the Instructions or their interpretation be deemed to have been duly authorised and requested for the purpose of recourse, reimbursement, indemnity or other rights you may have against us under any existing or future documentation or at law in relation to any such Instructions and for the purpose of recourse to any security now or in the future held or available to you in relation to any Instructions or transactions related to the Instructions; and

- c. that you may debit our account(s) with all sums paid by you in respect of any Instructions, and debit our accounts(s) with all sums of money whatsoever, interest on money, charges and expenses which you may incur as a result of your complying with any Instructions.

29.2 that you will undertake your verification and security procedures for Instructions received from Instructing Person(s). We agree and understand that: (i) if you are unable to complete your verification and security procedures to your satisfaction, the Instructions may be delayed or not made; and (ii) if you are able to verify any Instructions then this is still subject to your absolute and unfettered discretion to decline to act on or in accordance with the whole or any part of any Instructions pending further enquiry to or further confirmation (whether original written instructions or otherwise in such form as you may require) by our Board or any one or more of the Instructing Person(s);

29.3 to release you from and fully indemnify you against any and all claims, demands, losses, costs, imposts, liabilities and expenses, howsoever arising in consequence of, or in any way related to your having acted in accordance with the whole or any part of any Instructions and/or having exercised (or failed to exercise) the discretion conferred upon you in clause 2 above. Further we irrevocably authorise you to set off and/or apply any credit balance in any account (whether now or in the future) maintained by us with you at any of

- your branches in satisfaction of any sum(s) representing the amount of any such claim(s), actions, demands(s), expenses(s), losses or liabilities without further authority from us and you shall be entitled to exercise such right at such time as you may deem appropriate;
- 29.4 that you may send us a text message to the mobile number stated below (as amended by us at any time in writing) whenever a debit occurs in any of our account(s) with you. In the event that such debit was not authorised by us then we shall promptly and without delay contact you;
- 29.5 that in the event of a conflict between the terms of this agreement and your terms and conditions for business accounts (as amended from time to time) then the terms of this agreement shall prevail;
- 29.6 this agreement shall remain in full force and effect until and unless you acknowledge receipt, and have a reasonable time to act upon, notice of termination from us in writing signed by a duly authorised officer, save that such termination shall not release us from any liability under this authority and indemnity in respect of any act performed by you in accordance with the terms of this agreement before the expiry of such time; and
- 29.7 that this agreement and all Instructions shall be governed by and construed in accordance with English Law and we irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Note to bank officers

If there is any doubt about the director's authority to bind the Company then it must be asked to provide a certified copy of a relevant board resolution before this agreement can be relied on by the Bank or used by the customer. The form and wording of the resolution must be acceptable to the Credit or other appropriate department of the Bank.

30 Internet banking terms and conditions for the HBZweb Banking services

Below are the terms and conditions pursuant to which the Bank provides the HBZweb Service.

30.1 This agreement

- 30.1.1 This agreement shall apply to you if you have requested and the Bank has agreed that you may use its HBZweb Service.
- 30.1.2 This agreement sets out the Banks obligations to you and your obligations to the Bank for use of the HBZweb Service.

30.2 Definitions

- 30.2.1 In this agreement:

"Business Day" means a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays.

"the Bank" means the UK Operations of Habib Bank AG Zurich and whose registered address in the UK is at Habib House, 42 Moorgate, London EC2R 6JJ.

"Bank Account" means one or more account opened by the Bank in your name.

"GSM Service Application Form" means the application form relating to the provision of the GSM Service.

"GSM Service" means the service whereby agreed information regarding your Bank Account is sent by text message by the Bank to the mobile phone number nominated by you for this purpose.

"HBZweb Service" means the internet/online banking services provided to you by the Bank as described in Clause 3 of this agreement.

"Login Name" means the name agreed with you for logging into the HBZweb Service and accessing your Bank Account.

"OTP" means the one time password consisting of a unique set of numbers that the Bank shall send to you via a text (to the mobile number you have provided in the Secure Key and Third Party Fund Transfer T&C) when you are completing an online transfer/payment. For clarity, the OTP shall be different for each transfer/payment you undertake.

"Password" means the unique number the Bank initially gives to you when you are accepted as an HBZweb Service user and which you are required to change on receipt of it.

"Security Procedures" means your Login Name, the Password, the GSM Service, the Secure Key and such other procedures as the Bank may require from time to time.

"Secure Key" means, if applied for by you, the memory stick provided by the Bank to you.

"Site" means the UK section of Habib Bank AG Zurich's website at www.habibbank.com.

"Secure Key and Third Party Fund Transfer T&C" means the document entitled "Terms and Conditions for issuance of Third Party Fund transfer thorough HBZweb and Secure Key".

"You", "Your" means:

- 30.2.1.1 in the case of an individual, the customer who has an account(s) with the Bank on which the HBZweb Service is available. If you have a joint account, references in these terms and conditions to "you" include each of you together and separately; or
- 30.2.1.2 in the case of a limited company, any director, official and any other persons authorised by the customer to give instructions on the Bank Account; or
- 30.2.1.3 in the case of a partnership, the individual partners (in their separate capacities of partners and individuals) and any other persons authorised by the customer to give instructions on the account(s); or
- 30.2.1.4 in the case of a limited liability partnership, any member and any other person(s) authorised by the customer to give instructions on the account(s); or
- 30.2.1.5 in the case of a sole trader or professional practitioner, the customer who has the account(s) and any other person(s) authorised by the customer to give instructions on the account(s); or
- 30.2.1.6 in the case of a club, society or unincorporated body, any official and any other person(s) authorised by the customer to give instructions on the account(s); or

- 30.2.1.7 in the case of a trust, any trustee and any other person authorised by the trustees to give instructions on the account(s).
- 30.3 The HBZweb Service**
- 30.3.1 If requested by you and agreed by the Bank from time to time, you can use the HBZweb Service to: (i) only view your statements; (ii) view your statements and effect transfers only between your Bank Accounts; (iii) view your statements, effect transfers between your Bank Accounts and effect transfers and payments to third party's who have accounts with the Bank or with other banks; and/or (v) to avail of other such HBZweb Services that may be made available by the Bank from time to time.
- 30.3.2 In order to apply for HBZweb Service you must duly complete and sign the Banks applicable application form(s) for internet and WAP banking (as amended from time to time) and submit it/them to the Bank. If your application is accepted then the Bank will notify you in writing and confirm your Login Name and provide you with a Password (which you are required to change on receipt of it). Please note that on this occurring, you will only be able to view your statements online. If you wish to access other services available on the HBZweb Service, such as fund transfer/payment, then you will need to comply with the procedures set out below.
- 30.3.3 If your application for HBZweb Services as described in clause 3.2 above has been accepted and you wish (at any time) to be able to effect transfers between your Bank Accounts and effect transfers and payments to third party's who have accounts with the Bank or with other banks then you must login to your Bank Account using the HBZweb Service and select and click the "Request for HBZsecure Key" button and follow the online procedures and agree (by clicking the "Process" button) to such terms and conditions as appear online. If your request for a Secure Key is accepted for processing then the Bank shall provide you with an unactivated Secure Key, which at the Banks discretion will be posted to you or you will be required to personally collect it from your branch. On receipt of the unactivated Secure Key, you must duly complete, sign and return to the Bank such forms as are provided to you with the unactivated Secure Key - this currently includes the Secure Key and Third Party Fund Transfer T&C and the GSM Service Application Form (and/or any other forms that the Bank may request). On receipt of these forms (and/or any other forms that the Bank may request) by the Bank and subject to the Bank accepting your application, the Bank will send you a text message to such mobile number as stated by you in your GSM Service Application Form informing you that the Secure Key has been activated. It should be noted that after receipt of the forms stated above it may take up to 2 Business Days for the Secure Key to be activated.
- 30.3.4 Once your Secure Key has been activated then you may make transfers/payment by following the online procedures and agreeing to such terms and conditions as appear online. The OTP shall be sent by text message or email, as chosen by you and detailed in the Secure Key and Third Party Fund Transfer T&C.
- 30.3.5 In order to effect any online transactions, such as transfers and/or payments to third parties, you must follow the online procedures and agree such terms and conditions as you are requested.
- 30.3.6 If you wish to subscribe to the GSM Service then you will need to apply for such service by duly completing and signing the GSM Service Application Form and submitting it to the Bank. If your application is accepted then, subject to the terms and conditions of the GSM Service, you will automatically receive text messages with the information you have requested on the mobile number specified by you within the GSM Service Application Form.
- 30.4. Authority**
- 30.4.1 You authorise the Bank to accept and act on your instructions and to pay to and from your Bank Account(s) the amounts involved when any transaction has been authenticated by the use of the Security Procedures the Bank requires you to follow.
- 30.4.2 If you have a joint account which is: (i) a "joint and several" account then the Bank will act on the instructions of any one of you but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your Bank Account; or (ii) a "joint" account then the Bank will act on the instructions of both of you and you shall each be responsible for all transactions carried out and for the repayment of any borrowing which arises on your Bank Account.
- 30.4.3 In the case of company accounts, the Bank will act on the instructions of the authorised signatory(ies) as provided in the bank mandate given by the company to the Bank.
- 30.5 Transactions made through the HBZweb Service**
- 30.5.1 Before you request a transfer/payment of funds, you must ensure that the cleared balance in the Bank Account from which you wish to make the transfer/payment is and will be sufficient to cover the transfer/payment and any associated costs.
- 30.5.2 If the Bank is unable to act on your online instructions, for example, if you do not have sufficient cleared funds, unless there are security and/or legal reasons, the Bank will inform you by telephone, email or via the website and, if possible, give its reasons for doing so. You can also obtain such information by visiting the Bank in person or by telephone, unless there are security and/or legal reasons which prevent the branch or the Bank's internet banking customer service centre from providing you with this information.
- 30.5.3 You agree and acknowledge that:
- 30.5.3.1 by clicking the "Process" or "Save" button on our online procedure for any transfer/payment this means that such request has been submitted for processing;
- 30.5.3.2 your Bank Account may be debited immediately on submitting a request for a transfer/payment of funds;

- 30.5.3.3 if your transfer/payment request is accepted by the Bank then it shall endeavour to process such request on the same day that it is made provided such request is received (subject to clause 5.3.4 below) by the Bank before the applicable cut-off time on a Business Day or if it is received after the applicable cut off time then on the next Business Day. Cut off times may differ depending on the currency of the transfer/payment, details of which are available from your branch.
- 30.5.3.4 any request for a transfer/payment will be deemed to have been received for processing by the Bank at such date and time as that stated by the Bank's main computer which will not necessarily be the same as the time and date on which you actually sent such request. In the event of any dispute the date and time in the Bank's main computer shall be considered as conclusive. This means that, for example, if the cut off time is 2 p.m and you sent a request at 1.45 p.m. but the Banks main computer shows that it received it (for any reason) at 2.05 p.m. then the request will not be processed until the next Business Day as it was received after the cut-off time;
- 30.5.3.5 the Bank may refuse to process or delay processing any transfer/payment if it would violate any guideline, rule, policy or regulation of any government authority or funds transfer system;
- 30.5.3.6 where any transfer/payment is to be made from an account denominated in one currency to an account denominated in another currency then it shall be subject to conversion at the Banks exchange rates for such currencies on the Business Day when the request was processed by the Bank and not the Business Day on which the request was made or received. Foreign exchange rates displayed on the Site are indicative rates only;
- 30.5.3.7 the Bank shall charge and you agree to pay any charges as set out in the Banks tariff of charges which apply when you use the HBZweb Service or any part of it; and
- 30.5.3.8 the Bank may, in its absolute discretion, select the method/channel by which it makes any transfer of funds to a third party, including, for example, method of payment and the correspondent bank(s) (as appropriate). You agree to not hold the Bank responsible for any mistake or omission caused by or due to the method/channel selected by the Bank, and/or any correspondent bank(s).
- 30.6 Access and use of the HBZweb Service**
- 30.6.1 You can access the HBZweb Service by navigating to the Site, following the online procedures, the Security Procedures, completing such forms (online or otherwise) as required by the Bank and complying with any procedures required by the Bank, as amended from time to time.
- 30.6.2 You will not access the HBZweb Service using any system which does not support 128-bit encryption.
- 30.7 Termination of the HBZweb Service**
- 30.7.1 The Bank may terminate your use of the HBZweb Service by giving you not less than 30 calendar days' notice by post or email. In exceptional circumstances, for example, fraud, the Bank may terminate your HBZweb Service without prior notice.
- 30.7.2 The Bank may suspend, withdraw or restrict your use of the HBZweb Service where:
- 30.7.2.1 it has reasonable grounds to suspect that the Security Procedures have not been kept safe or have been compromised in any way;
- 30.7.2.2 it has reasonable grounds to suspect unauthorised or fraudulent use of the Security Procedures;
- 30.7.2.3 as a result of a change in the way you operate your Bank Account or in your financial circumstances, the Bank has reasonable grounds to believe that you may have difficulty in meeting your commitments; or
- 30.7.2.4 the Bank considers it appropriate for your protection.
- 30.7.3 Unless the Bank is unable to contact you or there is a legal reason or other circumstances beyond the Banks control preventing it from doing so, it will endeavour to notify you before taking this action and provide its reasons for doing so. If the Bank is unable to contact you beforehand, where possible it will notify you and give its reasons afterwards.
- 30.7.4 You may terminate your HBZweb Service at any time by giving the branch where you hold your Bank Account 14 calendar days' notice by post or e-mail.
- 30.8 Security**
- 30.8.1 You must keep the Security Procedures secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 30.8.2 You must not disclose the Security Procedures to any other person or record the Security Procedures in any way that may result in them becoming known to another person.
- 30.8.3 You acknowledge that after initial registration the Bank will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Procedures in full. If you receive any such request from anyone (even if they are using the Banks name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Procedures to them in any circumstances. You should report any such requests to the Bank immediately.
- 30.8.4 Where a transaction on a Bank Account is confirmed by use of the Security Procedures but you subsequently show that the transaction was not authorised by you, you will not be liable for that transaction provided you have kept your Security Procedures secret, you have acted with reasonable care and in accordance with these terms and conditions, and you have not acted fraudulently.
- 30.8.5 If you suspect someone knows your Security Procedures then you must contact the Bank immediately. If you fail to do so, you will be liable for any unauthorised payments on your Bank Account confirmed by use of the Security Procedures.
- 30.8.6 Subject to clause 8.4 above, you will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the Security Procedures and the time you exit from the HBZweb Service. In your own interests, you should not leave the device you are using to access the HBZweb Service unattended while you are still logged into our Site.

- 30.8.7 Notwithstanding anything stated elsewhere in these terms and conditions and despite correct use of your Login Name and Password, the Bank shall be entitled in its sole discretion (but shall not be obliged) to seek offline and/or additional written or other confirmation from you of any instruction, transaction or activity as it may deem fit.
- 30.8.8 The Bank may refuse access to your Bank Account through the HBZweb Service if it suspects that an unauthorised person is attempting to log into your Bank Account or if incorrect security details are used in attempting to log in.
- 30.8.9 You will change any one or more of the Security Procedures if the Bank asks you to.
- 30.8.10 You will give the Bank all the information you have regarding unauthorised access to your Bank Account to enable the Bank to investigate the matter and you will cooperate with the Bank and any legal authority including the police in any investigation.
- 30.8.11 Telephone calls may be recorded.
- 30.9 Liability**
- 30.9.1 The Bank does not exclude or restrict, and nothing in these terms and conditions should be read or construed as excluding or restricting, any liability under the Financial Services and Markets Act 2000 (or any replacement legislation or other legislation) or the rules and regulations for the conduct of business thereunder.
- 30.9.2 The Bank shall not be liable or responsible for any delay, failure to execute, or mis-execution of any transfer/payment due to circumstances beyond its reasonable control including, but not limited to, the following: payments made to an unintended beneficiary or payments made in incorrect amounts due to the input of incorrect information by you; delays, losses, errors, or omissions resulting from failure of any telecommunications or any other data transmission system and/or the failure of the central computer system or any part thereof; for any fraud, deception or misrepresentations by you or anyone purporting to be you, the beneficiary or any other person; acts of God; acts of public authorities acting with actual or apparent authority; insufficient information provided by you; the application of any laws, regulations and/or security regulations imposed by any relevant government or international body, or otherwise applicable; riots, strikes, or other labour disputes; civil commotions; disruptions in transportation networks; weather phenomena; and natural disasters.
- 30.9.3 The Bank will not be liable to you if it is unable to perform its obligations to you because of failure of any machine, data processing system or transmission link or because of any period of essential maintenance, critical change, repairs, alterations to or failure of any computer system, any industrial dispute or any other cause which is beyond its control or the control of anyone working for it or on its behalf.
- 30.9.4 Except as required by law and as stated above, the Bank will not be liable for any damage or loss whatsoever, whether in contract, tort (including negligence) or otherwise, arising from your use of or inability to use the HBZweb Service, from any interruption or delay in access to the HBZweb Service and/or the Site for whatever reason.
- 30.9.5 The Bank does not guarantee that the HBZweb Service and/or Site will operate free of error or that it is free of computer viruses or any other contaminating computer program.
- 30.9.6 Any time schedules mentioned by any employee or agent of the Bank or on the Site are indicative only and as such the Bank shall endeavour to adhere to them however it will not be responsible or liable for any changes in the time schedule or the delivery/receipt by any beneficiary of any transfer/payment or for any other reason.
- 30.9.7 Except as required by law, with regard to any request you make for a transfer of funds, neither the Bank nor its agents, correspondent banks or officers shall be responsible for any delay, mistake or omission however caused, nor for any loss or damage arising from the transmission via SWIFT, nor from any error in or failure of an electronic communication system.
- 30.9.8 Except as required by law, the Bank will not be liable for any damage or loss whatsoever, whether in contract, tort (including negligence) or otherwise, arising from you inputting incorrect account, amount or other details when undertaking a transaction via the HBZweb Service. You undertake to indemnify the Bank in respect of any overpayment resulting from such incorrect inputting, and authorise the Bank to debit your account to cover such overpayment.
- 30.9.9 At your request, the Bank will make immediate efforts to trace an unauthorised or incorrectly executed payment and will notify you of the outcome. The Bank may charge you for any such recovery.
- 30.10 Variation**
- 30.10.1 The Bank may at any time make any changes or additions to these terms and conditions by giving you not less than 60 (sixty) days' prior notice by post or email.
- 30.11 Data Protection**
- 30.11.1 This clause and the Security and Privacy Policy, which may be accessed at www.habibbank.com, apply to the information you have given in any application form, and to any other information which you provide (or have already provided) to the Bank, or which the Bank provides you from time to time. By accepting these terms and conditions you confirm that:
- 30.11.1.1 the Bank may use any personal information about you which the Bank holds for credit assessment, which may include credit scoring. The Bank may search the files of credit reference agencies which will keep a record of each search and make any other enquiries relating to you that the Bank considers necessary (e.g. from another financial institution). Details about you and the conduct of your account may be passed to credit reference agencies, for purposes such as credit assessment of you and members of your household, and occasionally for debtor tracing and fraud prevention. Your information may also be shared directly with other financial organisations to protect against fraud;

- 30.11.1.2 the Bank may use your information to open and manage your Bank Account(s), and to improve the products and services it offers to you and other customers. The Bank may give essential information about your Bank Account(s) to others where this is necessary for the operation of Bank Accounts and to people acting as the Bank's agents, on the understanding that they will keep the information confidential and secure;
- 30.11.1.3 the Bank may send your personal data to its business partners overseas, including to countries outside the European Economic Area, on the understanding that they will keep the information confidential and secure. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- 30.11.1.4 from time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.
- 30.11.1.5 you accept and agree to the Security and Privacy Policy, which may be accessed at www.habibbank.com
- 30.12 **Governing law**
- 30.12.1 These terms and conditions shall be governed by English law and the English courts will have exclusive jurisdiction to settle any disputes arising from them.
- 31 GSM service subscription**
- I / we understand that I / we have applied for GSM Banking facilities and that I / we will receive account information on the mobile GSM telephone number that I / we have specified. I / we indemnify the Bank completely in all regards to Account information being transmitted over the GSM network including but not limited to my/our account details being disclosed to others due to my/our specifying an incorrect phone number or misplacing my/our GSM Mobile Telephone. I / we further indemnify that Bank will not be held responsible for any network failure/error by my/our mobile phone service provider. I / we understand that message will not be delivered, if mobile phone is switched-off for an extended period. I / we further understand that this service can be discontinued by the Bank at its discretion at any time, without any prior notification to me/us. I / we authorise the Bank to recover GBP 0.10p per message sent by the Bank by debiting my/our account periodically. I acknowledge that this service is not to be used in any country or jurisdiction, where its use may breach any local law.
- 32 Terms and conditions for e-Statements and opting to stop paper Statements (for e-Statement clients only)**
- I / we hereby agree, confirm and understand that:
- 32.1 If Habib Bank AG Zurich (the "Bank") accepts my application then it will provide and send me/us electronic statements about my/our accounts (as detailed in the application form) ("e-statements") by email to the email address stated in the application form ("Designated email Address");
- 32.2 all email and e-statements will be sent to the Designated email Address for my/our next or subsequent statement and from that point forward I / we and any other joint account holders will no longer be sent paper statements;
- 32.3 the Bank shall be deemed to have delivered an e-Statement to me/us upon the email being sent to the Designated email Address. It shall be my/our responsibility to ensure that the Designated email Address is capable of receiving emails;
- 32.4 e-Statements will be sent with the same frequency as my/our paper statements were sent, unless otherwise specified. It is clarified that by subscribing to the weekly or fortnightly frequency option will mean that monthly consolidated e-Statements will not be sent.
- 32.5 I / we have told all other joint account holders that I / we am/are requesting that paper statements shall no longer be sent by post and that they agree for me/us to make this application.
- 32.6 the Bank has the right, at its sole discretion, to refuse this or any other application or stop the e-Statement service at any time without any prior notice to me/us and in such event I / we will receive only paper statements;
- 32.7 the e-Statements service is currently free of charge, however the Bank reserves the right in its sole discretion to charge for e-Statements in the future after prior notification to me/us;
- 32.8 if I / we require a paper statement, this may be provided subject to the payment of any applicable fees stated in the Bank's tariff book (which is displayed in the Bank's branches, on its website and is available on request);
- 32.9 from time to time the Bank may advertise its products and services through the e-Statement service;
- 32.10 I / we may terminate the e-Statement service at any time by completing a designated form and returning it to the Bank and in such case the Bank will send me/us my statements in paper format to the last mailing address for statements appearing the Bank's records subject to the payment of any applicable fees stated in the Bank's tariff book;
- 32.11 I / we shall take all the necessary security measures and precautions to ensure that the Designated email Address cannot be and is not accessed by unauthorised party and that each mail and e-Statement is provided to me/is entirely at my/our sole risk and in case of disclosure (however caused) of any email and/or e-Statement, the Bank shall not be liable to me/us or any direct, indirect, special, incidental and/or consequential loss or damage which may arise in respect of any disclosure and/or delivery of any email and/or e-Statement through the Designated email Address; and
- 32.12 the Bank shall not be liable in any manner for any disruption, unavailability of the e-Statement service, communication, electrical or network failure that may result in any email and/or e-Statement being incomplete, unavailable or delayed in transmission. I / we further acknowledge that; (i) the use of and the transmission of information via email and/or internet is not be guaranteed to be secure and/or confidential; and (ii) the information transmitted may be disrupted, interrupted, delayed or incorrect. I / we shall not hold the Bank responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with my/our use of the e-Statement service (included but not limited to

any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails (including any attachments) or internet transmission or other communication equipment or facilities). For the avoidance of doubt, it is agreed that the Bank shall not be responsible for any losses or damages suffered whether direct, indirect, consequential, or special loss, even if the Bank shall have been advised of the same.

33 Entity Self-Certification Form for tax purposes

33.1 Declarations and undertakings

33.2 For the duration of the contractual relationship with the Bank, I / We hereby confirm that I / We undertake to notify the Bank on my own initiative, if a change in circumstances makes any information on this form incorrect and undertake to provide a suitably updated form within 30 days of such change.

33.3 I / We understand and acknowledge that the Bank may provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Bank for tax purposes, a copy of this form and may disclose to such tax authorities or such party any additional information that the Bank may have in its possession. I / We understand and acknowledge that information contained in this form and information regarding income paid or credited to or for the benefit of the account(s) set out above may be reported to the tax authorities of the country in which such income arises and that those tax authorities may provide the information to the country or countries in which the Entity and/or the Controlling Persons of Passive NFEs is/are resident for tax purposes pursuant to and in accordance with the relevant tax regulations (IGA/OECD CRS).

33.4 I / We understand and acknowledge that the Bank may provide, directly or indirectly, a copy of this form and information relating to the account(s) set out above, as required by law, to: (i) any person that has control, receipt, or custody of income to which this form relates; (ii) any person that can disburse or make payments of income to which this form relates; or (iii) any party authorised to audit or conduct a similar control of aforementioned persons for tax purposes.

33.5 Further, I / we understand and acknowledge that reporting and/or disclosure consequences may occur, if I fail to comply with my/our obligations to submit the necessary forms and/or documentation following a change in circumstances.

33.6 I / We declare that I / we have examined the information on this section and to the best of my/ our knowledge and belief it is true, correct, and complete.

34 Your information, disclosure and credit reference agencies

34.1 Disclosure of your information

34.1.1 We will treat all your personal information (as defined in the Data Protection Act 1998) as private and confidential (even when you are no longer a customer). No details about your accounts nor your name and address will be disclosed to a third party, other than in exceptional cases permitted by law or where disclosure is made at your request or with your consent including where:

- a. we are legally compelled to do so;
- b. there is a duty to the public to disclose;
- c. our interests require disclosure; or
- d. disclosure is made at your request or with your consent, e.g. under these Terms.

34.2 Credit reference agencies

34.2.1 We will check the following records about you, your shareholders, partners, directors, office bearers and the beneficial owners of your business (as applicable), your/ their address(es), your financial associates, your business partners, your business, and others when you open an account and on a periodic basis.

- a. our own records;
- b. those at credit reference agencies ("CRAs"). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information; and
- c. those at fraud prevention agencies ("FPAs")

34.2.2 Your business partners, directors, shareholders and others need to agree to some of these checks being carried out on them. If you are not authorised to give this agreement on their behalf, they will also need to agree. You must make sure your business partners, shareholders and others have agreed to you disclosing information about them to us and the CRAs. This may affect your ability to obtain credit.

34.2.3 We will make checks such as assessing the application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

34.2.4 Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us we will give details of your accounts and how you manage it/ them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed whether settle by you or defaulted.

34.2.5 If you have borrowed from us and do not make payments that you owe us we will trace your whereabouts and recover debts.

34.2.6 We may also provide information to our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank AG Zurich to manage and take decisions about your accounts, trace debtors, recover debt, prevent fraud and to check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity. This may include information about how you manage your account including your account balance, credit limit and/or any arrears.

- 34.2.7 Information about your personal debts owed to us may be disclosed to CRAs agencies where:-
- a. you have fallen behind your payments;
 - b. the amount owed is not in dispute; and
 - c. you have not made proposals satisfactory to us for repayment of your debt following formal demand.
- 34.2.8 You can visit our website www.habibbank.com if you would like to read the full version of the guide on how your personal data may be used by us and CRAs and FPAs.
- 34.3 Fraud prevention agencies**
- 34.3.1 If false or inaccurate information is provide to us and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention. Law enforcement agencies may access and use this information.
- 34.3.2 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when checking:
- a. applications and managing credit or other facilities and recovering debt;
 - b. insurance proposals and claims; or
 - c. details of job applicants and employees.
- 34.3.3 We and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.
- 34.3.4 We and other organisations may access and use from other countries the information recorded by FPAs.
- 34.3.5 We can provide the names and addresses of the credit reference and fraud prevention agencies we use.
- 34.3.6 If you would like a copy of your information held by them, contact should be made to them directly. The agencies may charge an administration fee.
- 34.4 Transfer and sharing information with others**
- 34.4.1 You agree that we may transfer to and share information about you and the conduct of your accounts with:
- a. our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank AG Zurich or other financial institutions if this is necessary to enable us to provide you with, without limitation, any service or facility or otherwise which you applied for. It is clarified that in order to process any application, we may in compliance with our policy(ies) and procedure(s) require your application to be reviewed by our parent bank, Habib Bank AG Zurich in Switzerland or elsewhere and in such case will need to transfer such relevant information to a country which does not provide the same level of protection for personal information (which means any information obtained by us from you or from a third party in connection with a service or product provided to you) or data as within the EU. **However, where any of your personal information is transferred to and shared with our parent bank, Habib Bank AG Zurich and elsewhere we will require your personal information to be protected to at least UK standards;**
 - b. other third parties if this is necessary to enable us to provide you with the service you applied for or for purposes of fraud prevention, audit or debt collection. If you are applying for a joint account, we may also disclose any of the information that you provide to us to the other joint account holder(s).
- 34.5 We may contact you with information about our services which we feel may be of interest to you, unless you have asked us not to do so.
- 34.6 If you have any questions about your personal data held by us, please contact your Branch.
- 34.7 If a banker's reference about you is requested, we will ask you for your written consent before it is given, if not already provided.
- 34.8 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- 35 Our right of "set-off"**
- 35.1 We shall have a right of set-off and lien on credit balances in any of your accounts in any currency at any Branch. Without limitation and by way of example only, this means that we may use the credit balance(s) in any of your account(s) in any currency with us to: (i) reduce or repay any un-arranged and/or temporary liability in any other account(s) of yours with us; and/or (ii) pay any charges due and payable on another account with us as per our Tariff Book.
- 35.2 If any accounts that you hold with us in your sole name are in credit and you have failed to pay us any amount which you owe on any other accounts you hold with us (in your sole name or which you hold jointly with another person(s)) anywhere we may use the money that you hold with us to reduce or repay the amount which you owe to us.
- 35.3 If any accounts you hold with us (in your sole name or which you hold jointly with another person(s)) are in credit we may use that money to repay any amount you owe us on any other account (in your sole name or which you hold jointly with another person(s)) with our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank AG Zurich (unless we are prevented from doing so by law).
- 35.4 We will not use our right of set-off against any money which we hold in an account in your name which you have advised us is not yours; or against any money which we are required to hold by law in an account in your name for someone else, or in any way that contravenes any law, regulation, code of conduct or industry guidance.
- 35.5 If we are considering exercising our right of set-off, we may remind you of this right in advance and if we do exercise it then we may tell you why and when it was done.

36 Inactive accounts

36.1 We may treat any account as inactive (i.e. we may suspend it) if it has been inactive for at least six months. Once an account has been identified as an inactive account we will require you to visit us or contact us and show us such identification document(s) as we may request in order for us to reactivate the account.

37 Assignment

37.1 We may transfer, assign, or pass our rights or obligations under these Terms/agreement or arrange for any other person or organisation (a transferee) to carry out our rights or obligations under these Terms/agreement. We will only do this if the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer and we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

37.2 You may not transfer or assign any of your rights or obligations under these Terms.

38 Your statutory rights

38.1 Nothing in these Terms will reduce your statutory rights including your rights relating to mis-described accounts or services or any rights you may have to close your account and/or claim compensation.

39 Complaint handling and redress

39.1 If you wish to make a complaint about any of our products or services, please contact us in person, by writing to us or by post, fax, email or telephone. Further information on our complaints handling procedures is available upon request in our Branches or by telephoning us. We will investigate the circumstances and, if necessary, set about putting matters right, as quickly as possible.

39.2 In the unlikely event that we are unable to resolve your complaint, or if you remain dissatisfied, you can refer your complaint to the Financial Ombudsman Service, details of which are available on request. The Financial Ombudsman Service provides an out-of-court complaint and redress mechanism. You can contact the Financial Ombudsman Service directly at Exchange Tower, London, E14 9SR, by telephoning 0800 023 4667 or 0300 123 9123 (if you are calling from within the UK) or +44 20 7964 1000 (if you are calling from outside the UK) or by visiting their website www.financial-ombudsman.org.uk.

39.3 We are also covered by the Financial Services Compensation Scheme (the "FSCS"). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. You may be entitled to compensation from the FSCS if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Most depositors including most individuals and small businesses are covered by the FSCS.

39.4 In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, each depositor would have a separate claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS deposit limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with us, including their share of any joint account and not to each separate account.

39.5 For further information about the FSCS (including the current limits, amounts covered and eligibility to claim please contact the FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, England, telephone 0800 678 1100 or 020 7741 4100 or on their website www.fscs.org.uk.

40 Waiver

40.1 No delay or omission by us in exercising any of its rights shall operate or be construed as a waiver, nor shall any single or partial exercise of any such right prevent any other or further exercise thereof or the exercise of any other right.

41 Compliance with law

41.1 We may take whatever action we consider appropriate to meet any obligations, relating to the prevention of fraud, money laundering, terrorist activity, bribery, corruption, tax evasion and the provision of financial and other services to persons who may be subject to economic or trade sanctions.

41.2 We shall not be responsible to you or any third party for any loss incurred as a result of us taking the actions set out in the clause above.

41.3 We may require you to provide us with information and documentation in relation to your tax obligations both within the UK and, where appropriate, overseas, and we may share this information and documentation with domestic and foreign tax authorities.

41.4 You shall be responsible for complying with all laws and regulations applicable to you. This also includes your obligation to declare and pay taxes.

42 Governing law and jurisdiction

42.1 For accounts opened in the UK, these Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales.



Habib Bank AG Zurich is the trading name of Habib Bank Zurich plc.
Registered office: Habib House, 42 Moorgate, London EC2R 6JJ.
Registered in England and Wales: Company registered number: 08864609.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority under registration number 627671.
Habib Bank Zurich plc is covered by the Financial Services Compensation Scheme.