

Specific Conditions – Payment Services

I. GENERAL INFORMATION

Art. 1. Definitions

Terms denoted with a capital letter in these specific conditions which constitute an annex to the general terms and conditions of the Bank (the "Specific Conditions") will be given the meaning assigned to them below:

1. "Business Days": any day on which the Bank is open to the public in London and during which the Bank engages in activities which permit the execution of Payment Transactions;
2. "Incident": the loss or theft of a Payment Instrument, the disclosure to a third party (even if involuntary or merely suspected) of any access codes to a Payment Instrument, misappropriation or any other unauthorised use of a Payment Instrument by the Client or by a third party as well as the loss, theft, or disclosure to a third party (even if involuntary or merely suspected), misappropriation or any other unauthorised use of the personalised security features of the Client;
3. "Member State": a Member State of the European Union. The States which are a party to the Agreement creating the European Economic Area ("EEA"), other than the Member States of the European Union, are assimilated to the Member States of the European Union, within the limits defined by that agreement and the related acts;
4. "Payee": a Payment Service User who is the intended recipient of funds which have been the subject of a Payment Transaction;
5. "Payment Account": an account held in the name and on behalf of the Client which is used for the execution of Payment Transactions; the Bank will provide in the account opening documentation or in a separate document an indication of which accounts opened in its books are considered as a Payment Account for the purposes of these Specific Conditions;
6. "Payment Instrument": any personalised device(s) and/or set of procedures (such as the Bank's web banking) agreed upon by the Client and the Bank in the present Specific Conditions and used by the Client in order to initiate a Payment Order;
7. "Payment Order": any instruction of a Payment Service User requesting the execution of a Payment Transaction;
8. "Payment Service Provider ": any professional authorised to provide payment services;

9. "Payment Service User": a natural or legal person, including the Client, making use of a payment service in the capacity of either Payer or Payee, or both;

10. "Payment Transaction": any act initiated by a Payment Service User whereby the latter places, transfers or withdraws funds (such as the placing on and withdrawal of cash from a Payment Account, payments executed under a direct debit order, transfers, standing orders, CHAPS payments, SWIFT payments and BACS payments);

11. "Payer": a Payment Service User giving a Payment Order;

12. "Unique Identifier": the International Bank Account Number (accompanied by the initials "IBAN "), and if appropriate, the Bank Identifier Code (accompanied by the initials "BIC") [or any other reference accepted by the Bank] to be supplied by the Client:

- in order to enable identification of his Payment Account and / or

- in order to enable identification of the payment account of the other Payment Service User;

13. "Micro-enterprise" is a business customer which holds one or more accounts with the Bank and whose annual turnover or balance sheet (and/or those of any partner or linked enterprises, if appropriate) is not more than €2 million and employs fewer than 10 people;

14. "Small charity" is a UK charity whose annual income is less than £1 million and which meets the other requirements of a "charity" in the Payment Services Regulations 2009;

15. "Corporate business" is a business customer which holds one or more accounts with the Bank and which is not a "micro-enterprise" or "small charity" regardless of whether it is an "incorporated body" or an "unincorporated body"

so that the Bank may proceed with the correct execution of a Payment Order.

Art. 2. Scope and Client categorisation

Unless otherwise specified, these Specific Conditions are intended to govern the rights and obligations of the Bank and the Client for any Payment Transaction realised when:

- the Payment Service Provider of the counterparty of the Client for the relevant Payment Transaction, which may be the Bank, is located in the United Kingdom or in another Member State, and

- the Payment Transaction is made in sterling or the currency of a Member State.

These Specific Conditions do not apply to, *inter alia*:

- exchange business, i.e. the cash for cash operations in which the Bank does not exchange funds by using funds held on the Client's Payment Account;
- payments based on one of the following paper documents:
 - (i) a cheque;
 - (ii) a bill;
 - (iii) a paper document that can be used to acquire goods or services, e.g. service vouchers ;
 - iv) travellers cheques; or
 - (v) a postal money order as defined by the Universal Postal Union;
- Payment Transactions related to securities asset servicing, including dividends, income or other distributions, or redemption or sale, carried out by the Bank.

All services which are not governed by these Specific Conditions are governed by the General Terms and Conditions of the Bank.

If the Bank has categorised the Client's business as a Micro-enterprise, the Client agrees to tell the Bank if, at any time, the annual turnover or balance sheet of its business is more than €2 million or more or it employs 10 people or more. The Bank will review the Client's categorisation and, where appropriate, re-categorise the business as a Corporate business.

If the Bank has categorised the Client's business as a small charity, the Client agrees to tell the Bank if, at any time, the annual income of the charity is £1 million or more. The Bank will review the Client's categorisation and, where appropriate, re-categorise the business as a Corporate business.

If the Bank has categorised the Client's business as a Corporate business:

- the Client agrees to tell the Bank if, at any time, the annual turnover or balance sheet of the business is not more than €2 million or it employs fewer than 10 people; and if the Client is a charity, if the annual income of the charity is less than £1 million;
- if the Bank is told that the annual turnover or balance sheet of the Client's business is not more than €2 million; or that it employs less than 10 people; or that the annual income of the charity is less than £1 million, the Bank will review the Client's categorisation and, where appropriate, re-categorise it as a Micro-enterprise or Small charity, as appropriate;

ate; and

- if the Client is eligible under applicable law or regulation (including the Payment Services Regulations 2009 and the Banking Conduct of Business rules) for the benefits to which a Micro-enterprise or Small charity is entitled, the Bank's categorisation of it as a Corporate business will not affect its eligibility for such benefits and the provisions in these Specific Conditions which apply to a Micro-enterprise or Small charity will apply to the Client instead of the provisions applying to a Corporate business.

Art. 3. Information about the Bank

Eurobank Private Bank Luxembourg S.A., London Branch (the "Bank") is authorised as a credit institution and subject to the prudential supervision of the financial supervisory authority in Luxembourg, the Commission de Surveillance du Secteur Financier, the address of which is L-1150 Luxembourg, 110, route d'Arlon, and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of the Bank's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from the Bank on request.

The Bank's Head Office address is: Eurobank Private Bank Luxembourg S.A., 5, Rue Jean Monnet L-2180 Luxembourg, P.O. Box 897 L-2018 Luxembourg, tel: (+352) 42 07 24-1, fax: (+352) 42 07 24-650. www.eurobankpb.lu

II. USE OF A PAYMENT SERVICE

Art. 4. Main features and description of the payment services and Payment Instruments provided by the Bank

4.1. Transfers of funds and standing orders

The transfer of funds is a payment service whereby the Client, acting as Payer, gives a Payment Order to the Bank by which he instructs the Bank, by debiting his Payment Account, to transfer available funds or funds made available by a credit line, and to credit a payment account held by a Payee. In accordance with the instructions from the Client, a transfer may be performed:

- either on a one-off basis;
- either repeatedly at regular intervals, always with the same Payee and for the same amount, in which case it will be a standing order.

The Client may instruct internal branch transfers between accounts at the London Branch. To do so, the Client shall provide the following information to the Bank in addition to that required under Article 7 below:

- the account number for the Payee's account;
- the date the payment is to be deducted from the Client's account;
- the Payee's name; and
- any reference identifying the payment.

A standing order shall, unless otherwise specified, be valid until expressly revoked by the Client.

To set up a standing order, the Bank will require the Client to provide the following information in addition to that required under Article 7 below:

- the Payee's name, sort code and account number;
- the date on which payments should start to be deducted from the Client's account;
- how often the Client wishes the Bank to make payments; and
- the amount of each payment.

In any case, before instructing a transfer or the implementation of a standing order, the Client shall request communication of the Unique Identifier for the payment account of the Payee on which the funds will be credited on the letterhead of the Payment Service Provider of the Payee in order to reduce the risk of error when implementing the said transfer or standing order.

The transfer of funds equally entails the possibility for the Bank to credit the Client's Payment Account with funds transmitted to the Bank by a Payer (which may be the Client himself), to the benefit of the Client acting as Payee, via the Payment Service Provider of the Payer.

4.2. Withdrawals

The withdrawal is a payment service whereby a Client withdraws from his Payment Account at the counter of the Bank, a certain amount of cash which is debited from his Payment Account.

Cash withdrawals may be made over the counter at the London Branch. The Client must provide an item of identification acceptable to the Bank, and the cheque book for the account (if the Client has been issued with one).

Cash withdrawals will be deducted from the Client's

Payment Account on the same day.

4.3. Placements on a Payment Account

The placement is a payment service whereby a Client remits to the Bank, at the counter of the London Branch or at a day and night self service depository, a certain amount of cash which will be credited to his Payment Account or to a payment account belonging to a third party and opened in the books of the Bank.

The service of placement equally entails the possibility for the Bank to credit the Client's Payment Account with the amount of cash remitted, to the Client's benefit, by a third party at the counter of the Bank or at a day and night self service depository.

If the Client pays only cash into his Payment Account over the counter at the London Branch it will be credited to the Client's Payment Account and available to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

Any foreign bank notes paid into the Client's account will be converted (where necessary) at the Bank's exchange rate advised to the Client at the time.

If the Client uses a paying-in slip to pay a mixture of cash and cheques into his Payment Account over the counter at the London Branch and in sterling only, the cash will be credited to the Client's Payment Account, available for the Client to withdraw and treated as cleared for interest calculation purposes as described above. For the treatment of cheques, please see clause 6 of the General Conditions.

4.4. Direct debits

The direct debit is a payment service whereby a Client pays on a one-off basis or automatically any invoices and claims of his choice by directly debiting his Payment Account. The relevant Client must authorise the relevant Payee, the Payment Service Provider of the Payee and/or the Bank to domicile the claims of the Payee to his Payment Account. The Payment Transaction(s) for the settlement of claims is then initiated by the Payee on the basis of the authorisation given to it by the Client.

A direct debit payment will be taken from the Client's account and received by the Payee's bank on the direct debit agreed due date, provided that the Bank receives the request to make the payment from the Payee's bank by the end of the Business Day two Business Days before the due date.

The Client can withdraw his/her agreement for direct debit payments to be made at any time by writing to the Bank so that the Bank receives the Client's instruction prior to the end of the business weekday before the agreed date for the debit. The Client should also tell the Payee that he/she has cancelled the direct debit instruction. The Client may be charged for this service.

As a customer, the Client is protected by the Direct Debit Guarantee Scheme. Details of the scheme are provided at www.thesmartwaytopay.co.uk.

4.5. CHAPS and SWIFT payments

CHAPS payments are payments made through the Clearing House Automated Payment System (CHAPS) in sterling in the UK.

SWIFT payments are payments which are made using the SWIFT system in any currency anywhere in the world.

Where these services are available, in order to make a CHAPS payment or SWIFT payment, the Bank will require the Client to provide the following information in addition to that required under Art. 7:

- the correct details of the Payee's bank account;
- the name and address of the Payee;
- the Client's own account number, name and address (these details will be passed onto the recipient's bank); and
- the Payee's reference, if applicable.

If the Client is going to receive SWIFT payments, the Client must tell the sender of the payment the correct Unique Identifier.

If the Bank receives a CHAPS payment instruction before 14:00 pm GMT on a Business Day, it will start processing it on that Business Day. Payments made by CHAPS will generally be credited to the Payee's bank on the same Business Day.

The cut-off times and maximum execution times for SWIFT payments are set out in the Bank's schedule of fees.

4.6. Faster payments

The Faster Payments scheme is a service which allows sterling payments to be received within two hours. The service can only be used where the amount to be sent is within the limits set by the bank

sending the payment and if the Payee's account is able to receive payments through the service.

The Bank will use the Faster Payments scheme if it is available. The Client may instruct the Bank to make a payment using the Faster Payments scheme in accordance with Article 8 below, and the Bank will inform the Client if it is unable to send a payment using the Faster Payments scheme for any reason.

4.7. BACS payments

The Client can make BACS payments to pay bills or suppliers. The Bank will only accept an instruction to make a BACS payment if the payment is due to be made on a future date, which must be a Business Day at least two Business Days after the Bank receives the Client's instruction. The Bank will start processing the BACS payment on the Business Day immediately before the future date on which the payment is due to be made.

Art. 5. Remittance of Payment Instruments

Unless otherwise agreed, the Bank may only proceed to the remittance of Payment Instruments and/or Personalised Security Features in its premises.

In case the Client instructs expressly the Bank to send the Payments Instruments and/or the Personalised Security Features, the Client is aware of the fact that the Payment Instruments and/or the Personalised Security Feature are sent by registered mail. The various elements of the Payment Instruments provided by the Bank may be communicated via separated means.

The Client undertakes to confirm to the Bank the receipt of such Payment Instruments in accordance with the rules agreed with the Bank.

5.2. The Payment Instruments and the personalised security features remain the property of the Bank.

Art. 6. Limits for the use of Payment Instruments

In relation to the use of the Payment Instruments described in these Specific Conditions for the purpose of consenting to a Payment Transaction, the Bank and the Client may, as the case may be, agree upon spending limits, in particular by setting a spending cap for each Payment Instrument over a predetermined period

The Bank and the Client may also agree upon a

maximum number of authorised Payment Transactions over a predetermined period.

The Bank reserves the right to refuse to execute one or more Payment Transactions through the use of one or more Payment Instruments where the spending caps and/or the maximum number of authorised Payments Transactions have been exceeded.

In such a case, the Bank will not be under any obligation to send another notification of its refusal to the Client, whether written or not.

The Bank also reserves the right to block one or more Payment Instruments:

- Where the security of the Payment Instrument is compromised, e.g. because of a problem or technical failure of the Payment Instrument itself or of the applications and various supports on which the Payment Instrument may be used or because of hacking attacks ;
- Where the Bank has reason to suspect (for example where it has identified suspicious transaction(s)) or has received notification that an Incident has occurred in relation to a Payment Instrument;
- For Payment Instruments including a credit line, where there is reason for the Bank to believe that the Client may be unable to fulfil his financial commitments to the Bank (for instance, where the balance of the Payment Account is insufficient to cover the execution of Payment Orders or when the maximum overdraft limit that may have been agreed upon between the Bank and the Client has been reached).
- Where the Bank is obliged by law to effect such blocking.

Should any one of the aforementioned scenarios occur, the Bank shall inform the Client thereof, where possible, before the Payment Instrument is blocked and in accordance with the terms of these Specific Conditions, unless the provision of such information is legally prohibited.

The Bank shall not be liable for any damages which may arise from one or more Payment Instruments being blocked and/or a possible lack of/delayed information as regards such a blocking, except in case of gross negligence.

III. PAYMENT TRANSACTIONS

Art. 7. Information to be provided to the Bank in

order for the Bank to execute a Payment Order

In order for the Client to initiate a Payment Order, the Client must provide the Bank with the Unique Identifier of the Payer and of the Payee, and any other information the Bank requests such as the name of the Payee.

The Bank reserves the right to accept, without obligation, to execute a Payment Transaction based on other information provided to it by the Client. However, in the case of a discrepancy between the Unique Identifier provided by the Client and any other information, the Bank may, without incurring any liability, rely solely on the Unique Identifier. In such case, the funds will be deemed to have been transferred to the intended Payee.

If the Unique Identifier is not provided by the Client or if it is inaccurate, the Bank will under no circumstances be held liable for any consequence resulting from the defective or non-execution of a Payment Order and the Client will assume sole responsibility thereto. In case of defective execution, the Bank will, however, make reasonable efforts, and at the sole expense of the Client, to recover funds transferred to a third party which was not the intended Payee, but it shall not, in any case, incur any liability in relation thereto.

The Client remains responsible for the accuracy of information provided by the Client in order for the Bank to execute a Payment Order and any inaccuracies may result in delays to the Payment Transaction being made or received. It is possible that the Bank may be unable to recover funds credited to an incorrect Payee as a result of inaccurate information provided by the Client.

Art. 8. The authorisation of Payment Transactions

The Bank shall act in accordance with the Payment Orders of the Client.

A Payment Order may be given:

- by mail, fax or e-mail, in which case the handwritten signature, as the case may be, of the Client is required;
- orally at the London Branch by the signature of the relevant form or by telephone.

The sole transmission to the Bank of a Payment Order in the above described manner shall constitute authorisation of such Payment Order.

The validation of a Payment Order through the use

of web banking or the automated telephone service shall have the same value as the original signature of the Client and shall have the same value in evidence as an original written document.

The Client and the Bank expressly agree that, notwithstanding the provisions of Article 1341 of the Civil Code, the Bank is, whenever useful or necessary, entitled to prove its allegations by any means legally admissible in commercial matters.

Microfiches, microfilms or computerised records or other records effected by the Bank on the basis of original documents constitute *prima facie* evidence of the communications between the Bank and the Client and shall have the same value in evidence as an original written document.

The Client specifically empowers the Bank to tape-record his telephone conversations with the Bank. The tape may be used in court or in any other legal proceedings with the same value in evidence as a written document.

Art. 9. Receipt and execution of a Payment Order

9.1. Receipt of a Payment Order

9.1.1. A Payment Order shall be deemed to have been received by the Bank:

- if sent by mail, upon actual receipt by the Bank,
- if sent by e-mail, at the time of actual receipt by the Bank,
- in case of communication with the Bank by telephone.
- if sent by fax, upon receipt of the fax in full by the Bank,

it being understood that, any Payment Order or consent thereof received by the Bank after the cut-off time mentioned in the Bank's schedule of fees (hereinafter referred to 'cut-off time') on a Business Day or at any time during a non Business Day, will be deemed to have been received on the next Business Day.

9.1.2. Furthermore, the Client acknowledges that if he indicates that the execution of the Payment Order will begin on a specific day, at the end of a certain period or on the day on which the Client has made funds available to the Bank, such day is deemed to be the day on which the Payment Order is received unless it is not a Business Day, in which case the Payment Order is deemed to have been received by the Bank on the following Business Day.

9.1.3. The Bank will make/authorise a Payment Transaction from the Client's account if the Client authorises it in any of the ways set out in Article 8, and:

- there are sufficient cleared funds in the Client's account; or
- the Payment Transaction is covered by an overdraft that the Bank has agreed following a formal or informal request from the Client for an overdraft or an increase to an existing overdraft facility. Please see clause 4.10 of the General Conditions for further details.

9.2. Revocation/cancellation of a Payment Order

9.2.1. The Client may not revoke a Payment Order once it has been received by the Bank. Such Payment Order will be executed by the Bank notwithstanding any subsequent revocation order by the Client.

9.2.2. Where a Payment Transaction is initiated by the Payee (e.g. where the Payment Order is issued in execution of a direct debit order), the Client may not revoke the Payment Order after transmitting the Payment Order or giving his consent to the execution of the Payment Order to the intended Payee.

Notwithstanding the foregoing, if the Payment Order relates to the execution of a direct debit order, the Client may revoke the said Payment Order not later than the cut-off time, at the latest on the Business Day preceding the agreed day for debiting the funds.

9.2.3. Notwithstanding sub. 9.2.1. and 9.2.2. above, if it has been agreed that the execution of the Payment Order will be effected on a specific day, at the end of a certain period or on the day on which the Client has made funds available to the Bank, the Client may revoke such Payment Order by the cut-off time at the latest on the Business Day preceding the agreed day for debiting the funds.

9.2.4. The Bank reserves the right, without obligation, to accept the revocation of a Payment Order requested by the Client after receipt of such Payment Order. Where a Payment Transaction is initiated by the Payee, the consent of the Payee will also be required in order for any revocation to take place.

The Bank may not be held liable for not having exercised such right. Should the Bank accept a revocation after receipt of the Payment Order, it is entitled to charge the Client a fee.

9.2.5. Regarding the point of receipt in time of an

order to revoke a Payment Order by the Bank, the rules set out sub. 9.1.1. above apply.

9.3. Execution of a Payment Order

9.3.1. When Payment Transactions are made in sterling or euros from a Payment Account denominated in sterling or euros, the Bank will ensure that the amount of the Payment Transaction is credited to the account of the Payment Service Provider of the Payee by no later than the first Business Day following the moment of receipt of the Payment Order in accordance with these Specific Conditions.

The Client and the Bank agree, however, that, in the event that the Payment Order was given on paper (a Payment Order sent by fax, by e-mail may be considered as a Payment Order given on paper if such Payment Order needs to be processed by the Bank under a paper form, e.g. by print-out), the time limit as provided in the preceding paragraph will be extended by an additional Business Day.

9.3.2. For all other Payment Transactions effected within the EEA other than the Payment Transaction described under 9.3.1. above, the Bank will ensure that the amount of the Payment Transaction is credited to the account of the Payment Service Provider of the Payee by no later than the fourth Business Day following the moment of receipt of the Payment Order in accordance with these Specific Conditions.

9.3.3. For all other Payment Transactions not covered under 9.3.1. and 9.3.2. above, the Client acknowledges that the execution time for the Payment Transaction will be subject to the operating rules of international payment systems and that in this case, the Bank will not be bound by the deadlines set out above.

9.3.4. In the event that the Bank does not detect a fraudulent use or misuse of a Payment Instrument and executes a Payment Transaction initiated through such Payment Instrument, the Bank shall, except in the case of gross negligence or wilful misconduct, be deemed to have validly executed the Payment Transaction, as if the Payment Transaction had been initiated by the Client. The Bank will thus be released from its obligation to refund the Client the deposited funds on the Payment Account which have been used in order to execute such fraudulent Payment Order.

9.4. Refusal to execute a Payment Order

9.4.1. The Bank may, without obligation, refuse to execute a Payment Order:

- if the Payment Order contains any factual error, in particular, an incomplete or imprecise Unique Identifier;
- if the Client has breached any of its obligations towards the Bank under these Specific Conditions or any other agreement entered into between the Client and the Bank;
- if the Payment Order does not meet the agreed form as set out in these Specific Conditions;
- if the funds of the Client or the credit line granted to the Client are insufficient to execute a Payment Order in full;
- if the spending limits for the use of one or more Payment Instruments as may have been agreed upon between the Bank and the Client have been reached;
- if the amount of the Payment Transaction exceeds the limit previously indicated by the Client and beyond which it has been agreed that the Bank shall not execute a Payment Order in accordance with Article 12.4.1. a);
- if the Payment Order cannot be executed in full;
- if the Payment Order has been made by a person who has no power to operate the Payment Account;
- if the financial position of the Client or of any other person who is financially related to him may jeopardize the prompt and full execution of the commitments of the Client in accordance with these Specific Conditions;
- if the Bank is legally or contractually obliged to freeze the Payment Account or a Payment Instrument of the Client.

9.4.2. In case of refusal in accordance with the preceding paragraph, notification of such refusal shall be sent to the Client through the agreed means of communication in the Application to open an account, within the execution time applicable under these Specific Conditions, unless legal provisions to the contrary. The Bank will provide, where possible, the reasons for the refusal and the procedure to be followed in order to correct any factual error that may have led to said refusal. The Bank will be deemed to have satisfied this obligation if it has sent the notification of refusal within the period of execution time regardless of the date of actual receipt by the Client of such notification. Any notification by the Bank of a justified refusal of a Payment Order may result in the Client being charged a fee.

9.4.3. Should the Client elect to proceed with the execution of a Payment Order notwithstanding refusal thereof by the Bank, the Client shall provide the Bank with a new Payment Order containing all the

required elements. It will not be sufficient to correct the initial Payment Order.

9.5. Availability of funds

The availability of the funds or the amount of the Payment Transaction results from crediting the Payment Account even if the balance of such Payment Account remains negative.

When the currency in which the funds were received is different from the currency of the Payment Account, the Bank automatically opens a new sub-account in the relevant currency and credits the new sub-account with such funds.

Art. 10. Information on executed Payment Transactions and claims

A statement of account detailing the Payment Transactions executed on the Payment Account shall be issued on the first Business Day of each month. For complete details however of each Payment Transaction, the Client should revert to the advices produced immediately after the execution of such an instruction.

Should the Client not receive such statement of account by the tenth Business Day of the relevant month, he shall immediately notify the Bank thereof. In the absence of any notification, the Client will be deemed to have received the statement of account and to be aware of the contents thereof within the aforementioned period.

The Client must read his/her statements carefully on receipt. To help the Bank prevent fraud, the Client must tell the Bank immediately if he/she does not recognise any transaction shown on his/her statement or if he/she thinks any payment he/she has authorised has been executed incorrectly. If the Client does not tell the Bank promptly (at the latest within 13 months of the date the transaction was deducted from his/her account), the Client may not be entitled to have any errors corrected.

Art. 11. Claims from the Client

11.1. Delay within which a claim concerning the non-execution or the defective execution of Payment Transactions or unauthorised Payment Transactions in relation to which no Incident notification is possible, can be lodged.

Any claim with respect to the unauthorised or defec-

tive execution of a Payment Transaction referred to in a statement of account or the non-execution of a Payment Transaction shall be submitted to the Bank in writing within 30 days following receipt of such statement of account and upon awareness of the contents thereof within the meaning of Article 11 above. In the absence of any claim lodged before the expiration of the aforementioned period, the Client will be deemed to have authorised the Payment Transactions listed on the relevant statement of account, which shall be considered as definitively accepted by the Client.

11.2. Unauthorised Payment Transactions (in case a claim is lodged within the required delay)

If the Client is a Micro-enterprise or a Small charity and a Payment Transaction cannot be considered by the Bank as authorised by the Client, the Bank shall immediately refund the Client with the amount of the relevant Payment Transaction and any resulting interest and charges and, where applicable, restore the debited Payment Account to the state in which it would have been, had the unauthorised Payment Transaction not occurred.

The Client shall, however, remain liable for any loss resulting from an unauthorised Payment Transaction under the following circumstances and subject to the following conditions:

- Until notification to the Bank pursuant to the rules on notification of an Incident under these Specific Conditions, of the loss or theft of a Payment Instrument or misuse of a Payment Instrument which was made possible because the Client was unable to preserve the security of its personalised security features: the Client remains liable up to an amount of £50,- ;

- Notwithstanding the above, the Client shall bear the entirety of the losses incurred before the aforementioned notification has been sent to the Bank if, intentionally or as a result of a gross negligence:

- ☐ he has failed to satisfy to his obligation to use the Payment Instrument in accordance with these Specific Conditions and the Manual; and/or
- ☐ his notification was sent to the Bank with undue delay;

- In any case, the Client shall bear the entirety of the losses resulting from an unauthorised Payment Transaction in the event that he has acted fraudulently, irrespective of the notification of an Incident sent to the Bank.

11.3. Non-execution or defective execution of authorised Payment Transactions (in case a claim is lodged in the required delay)

11.3.1. The Client acts in the capacity of Payer

a) Payment Order initiated by the Client

In the event of a non-execution or a defective execution of a Payment Transaction, and regardless of the possibility for the Bank to be held responsible for such non-execution or defective execution, the Bank will, upon express request of the Client, and without incurring any liability in relation thereto, endeavour to trace the Payment Transaction and to notify the Client of the result of such tracing.

The Bank shall not be held liable for the defective execution of a Payment Order if it can establish that the amount indicated in the Payment Order has been received by the Payee's Payment Service Provider within the required execution time.

In the event that the Bank is liable for the non-execution or defective execution of a Payment Transaction, it shall, if applicable, refund the Client with the total amount of the Payment Transaction and, where applicable, restore the debited Payment Account to the state in which it would have been, had the wrong Payment Transaction not taken place.

To the extent possible, the Bank may also take steps to correct the wrongful execution of any Payment Order, if the Payment Order contains all the indications allowing the Bank to remedy such wrongful execution, in particular in case the amount transferred was different from the amount indicated in the Payment Order or in case of an internal transfer from the Client's Payment Account to another of his accounts opened in the books of the Bank.

The Client shall have no right to request to be refunded the amount of a Payment Transaction under the conditions set forth above in the case of a late execution of a Payment Order but may have the right to the refund of the fees and interest to which the Client has been subject because of such late execution.

b) Payment Order initiated by the Payee

In the event of non-execution or defective execution of a Payment Transaction, subject to proof by the Client of the Payee's Payment Service Provider having correctly transmitted the Payment Order within the required delay, the Bank shall refund the Client the total amount of the Payment Transaction and, if applicable, restore the debited Payment Account to the state in which it would have been, had the wrong Payment Transaction not taken place.

To the extent possible, the Bank may also take steps to correct the defective execution of a Payment Order, if the Payment Order contains all the indications allowing the Bank to remedy such wrongful execution, in particular in case the amount transferred was different from the amount indicated in the Payment Order.

The Client shall have no right to request to be refunded the amount of a Payment Transaction under the conditions set forth above in the case of a late execution of a Payment Order but may have the right to the refund of the fees and interest to which the Client has been subject because of such late execution.

11.3.2. The Client acts in the capacity of Payee

a) Payment Order executed in accordance with the Unique Identifier

A Payment Order is deemed duly executed by the Bank as regards the Payee indicated by the Unique Identifier when it is executed in accordance with the Unique Identifier, notwithstanding the fact that the Client may have supplied the Bank with any additional information.

If the Unique Identifier is wrong, the Bank will not be held liable for any damages which could result from the non-execution or defective execution of a Payment Order when the Bank has executed such Payment Order in accordance with the indicated Unique Identifier. The Client shall have sole responsibility to challenge the Payer and/or the Payer's Payment Service Provider in this respect.

b) Payment Order initiated by the Payer

i. The Bank may be held liable for the non-execution or defective execution of a Payment Order for which the Client is the Payee only subject to proof by the Client of receipt by the Bank within the required delay of the amount mentioned in the Payment Order initiated by the Payer and that such

amount has not been credited to his Payment Account after deduction, if applicable, of the fees charged by the Bank in accordance with Article 14..

In such case, the Bank shall ensure that the amount of the Payment Transaction is made available to the Client in his Payment Account as soon as possible and, where applicable, credit the Payment Account with the corresponding amount.

ii. The Bank and the Client hereby agree that, should the Bank be required to effect a refund in respect of a Payment Transaction initiated by a Payer, the Bank shall be irrevocably authorised to debit the amount requested by the Payer's Payment Service Provider in such context from the Payment Account, without having to make any prior inquiry with regard to the legitimacy of the refund request sent by the Payer to his Payment Service Provider. The Client shall have sole responsibility to directly challenge the Payer and/or the Payer's Payment Service Provider with regard to the legitimacy of the Payer's refund request.

c) Payment Order initiated by the Client as Payee

The Bank is only liable towards the Client for the correct transmission of the Payment Order to the Payer's Payment Service Provider and the execution of the Payment Transaction in accordance with the terms of these Specific Conditions. The Bank shall not incur any liability in the case of non-execution or defective execution of a Payment Order if it has fulfilled these obligations.

Notwithstanding the above, and regardless of the possibility for the Bank to be held responsible for the non-execution or defective execution of a Payment Order, the Bank will, upon express request of the Client, and without incurring any liability in relation thereto, endeavour to trace the Payment Transaction and to notify the Client of the result of such tracing.

11.4. Specific rules for Payment Transactions initiated by the Payee and for which the initial authorisation did not specify an exact amount.

11.4.1. The Client acts in the capacity of Payer

a) The Client undertakes to provide the Bank with a maximum payout limit for each Payee which may directly initiate a Payment Transaction that may entail a debit on the Payment Account of the Client, in particular in the case of direct debit. Such payout

limit represents the limit beyond which the Client considers that the payment required by the Payee is unreasonable. Beyond this limit, the Bank and the Client agree that the Bank will refuse to execute any Payment Order from the said Payee, unless instructed otherwise in writing by the Client.

If the Client did not indicate any payout limit to the Bank, the Bank considers that the Client authorises the Bank to execute any Payment Order initiated by the Payee, regardless of whether the amount of the executed Payment Transaction exceeds the amount the Client could have reasonably expected.

The Bank cannot be held liable for the consequences that might result from the non-execution of a Payment Order when the payout limits set by the Client have been exceeded or from the execution in full of a Payment Order initiated by the Payee when the Client has set no limit.

b) If the Client has not set any payout limit, and if the Client believes that the amount of the Payment Order initiated by the Payee exceeds the amount the Client could have reasonably expected, the Client may address to the Bank a request for the refund of the Payment Transaction executed further to such Payment Order. The Client shall accompany such request by relevant factual information, in particular elements on his past spending patterns and the circumstances under which the Payment Transaction occurred. The Client may, however, not invoke any elements in relation to a foreign exchange operation when the foreign exchange rate agreed between the Bank and the Client has been applied.

The Client will in any case be solely entitled to the reimbursement of the amount of the relevant Payment Transaction. The Bank and the Client agree that the fees, commissions and other expenses created by such a Payment Transaction will not be reimbursed to the Client.

Where the Client may request a refund in accordance with the present clause, a written refund request must have reached the Bank in accordance with these Specific Conditions within eight weeks from the date on which the funds were debited from the Payment Account.

Within 10 Business Days following receipt of the refund request and provided that the Bank accepts the refund request, the amount of the Payment Transaction will be credited to the Client's Payment Account.

In case the Bank refuses to reimburse the Client, it

shall, within 10 Business Days following receipt of the refund request, indicate to the Client the reasons for its refusal. Such communication will be effected according to the means of communication agreed with the Client in the MiFID General Information Document, section V) – Complaint Handling.

c) The Bank and the Client hereby agree that the Client shall have no right to a refund in the event that the Client gave directly his consent to the execution of such Payment Transaction directly to the Bank.

11.4.2. The Client acts in the capacity of Payee

The Bank and the Client hereby agree that should the Bank be required to effect a refund in respect of a Payment Transaction initiated by the Client acting as Payee, the Bank shall be irrevocably authorised to debit the Payment Account with the amount requested by the Payer's Payment Service Provider in such context, without having to make any prior inquiry with respect to the legitimacy of the refund request sent by the Payer to his Payment Service Provider. The Client shall have sole responsibility to challenge the legitimacy of the Payer's refund request by acting against the Payer and/or the Payer's Payment Service Provider directly.

11.5. Absence of claims or refund requests within the mandatory delays

In the absence of receipt of any claim or refund request from the Client within the aforementioned delays, the Bank cannot be held liable for any damages arising from the execution of a Payment Transaction, whether authorised or not, the non-execution or the defective execution of a Payment Transaction.

IV. LIABILITY OF THE BANK

Art. 12. The Bank will not be held liable for damages arising from the defective execution, non-execution or partial execution of its obligations ("Default") under these Specific Conditions, except in the case of gross negligence or wilful misconduct.

In any case, the Bank will not incur any liability should a Default result from abnormal and unforeseeable circumstances beyond the control of the Bank, such as e.g. interruptions or unavailability of telecommunication systems or more generally of its services (e.g. due to fire or similar disasters, power

cuts, failure of computer systems or attacks against the systems of the Bank). The Bank shall not be liable for damages resulting from the implementation of legal provisions, measures taken by public authorities, declared or imminent, acts of war, revolutions, civil wars, *fait du Prince*, strikes, lockouts, boycotts and picketing, regardless of whether the Bank is itself a party to the conflict or if its services are only partially affected or where such a Default occurs as a result of the Bank complying with its legal obligations.

V. FEES

Art.13. The Bank shall charge the Client for its services in accordance with its schedule of fees applicable to the type of services to be provided.

Charges are made for CHAPS payments in sterling in the UK and for SWIFT payments in any currency anywhere in the world, as notified in the Bank's schedule of fees.

When a Payment Transaction does not involve a currency conversion, the charges for the execution thereof shall be shared between the Payer and the Payee under the charging code "SHARE".

When the Client authorises a Payment Transaction giving rise to a currency conversion on his side, the Client may choose to apply the charging code "SHARE" (shared costs) or "OUR" (at his own expense), failing which the "SHARE" charging code will automatically be applied.

The Bank shall apply its fees, as applicable from time to time, a list of which shall be available to the Client at the premises of the Bank, and a copy of which has been provided to the Client before these Specific Provisions come into force.

Before each individual Payment Transaction, the Client undertakes to inform himself about the amount of fees payable in respect of such Payment Transaction.

The Client hereby authorises the Bank to automatically debit from his Payment Account the amount of fees owed in respect of each Payment Transaction to the Bank.

Where the Client is the Payee of a Payment Transaction, he authorises the Bank to debit from the amount to be credited to his Payment Account any fees that may be due to the Bank, before crediting

his Payment Account.

The Client hereby accepts that he may be charged additional fees, in particular in case of notification by the Bank of its refusal to execute a Payment Transaction, in case of revocation of a Payment Transaction accepted by the Bank within the meaning of Article 10.2.4. above or in case of recovery by the Bank of the amount of a Payment Transaction where the Client has supplied an inaccurate Unique Identifier.

The Client shall remain liable for the payment of fees which are due, even if payment thereof is requested following the closure of the Payment Account.

Art. 14. Interest rate and exchange rate

14.1. Unless otherwise agreed, should an overdraft on a Payment Account be required for the purposes of effecting a payment service in accordance with these Specific Conditions, debit interest at the rate set out in the schedule of fees of the Bank shall be charged automatically, without prior notice, on any debit balance in the Payment Account, without prejudice to any other fees, charges, withholding tax or any other expenses or claims that the Bank may have as damages.

In the absence of such an interest rate, the reference interest rate will be determined by the Bank according to the Bank's Base Debit Rate (as defined in the schedule of fees) plus a maximum spread as agreed from time to time with the Client.

This provision shall not be laid out as an authorisation for the Client to create overdrafts on his Payment Account.

Interest charged on an overdraft of the Payment Account is immediately due and payable and will be automatically debited from the Payment Account.

Deposits on the Payment Account shall not bear credit interest, unless otherwise agreed between the Bank and the Client for certain types of Payment Accounts.

14.2. Should a foreign exchange transaction be effected for the purposes of providing a payment service under these Specific Conditions, the Bank applies the rate of exchange prevailing at the date of execution of the proposed Payment Transaction.

The exchange rates applied by the Bank are the

ones specified in the Bank's schedule of fees. As exchange rates vary from day to day, the Client undertakes to inform himself prior to any Payment Transaction implying a foreign exchange transaction of the applicable exchange rate.

14.3. The Client acknowledges that the interest and exchange rates may vary at any time. The Client acknowledges thus that the interest rate and/or exchange rate applied to a Payment Transaction will be the rate prevailing at the time of execution of the Payment Transaction.

The Client hereby agrees that any change in interest rates and exchange rates will immediately be applied, without notice, if such change is based on the reference interest or reference exchange rates. Information on the interest rates applicable after such a modification will be held at the Client's disposal in the Bank's premises and will be provided to him upon request.

Changes in interest and exchange rates, even for fixed rates, which are more favourable to the Client will be applied without notice.

The Bank may make any other change in interest rates with notification to the Client as follows: where the Client is a Micro-enterprise or Small charity, by informing the Client personally about the change at least two months in advance of making the change; and where the Client is a Corporate business, by informing the Client personally about the change within 30 days of the change.

VI. COMMUNICATIONS

Art. 15. Means of communication

Any communication, notification and information transfer shall be made in the manner agreed upon between the Bank and the Client in the Account Opening Application and/or any other relevant document (e.g. holdmail agreement). Depending on the means of communication agreed upon, the Bank will provide the Client with information with regard to the technical requirements to be met either in the Manual or in any other relevant document.

Art. 16. Language(s)

Any communication between the Bank and the Client will be made in the language chosen by the parties at the time of their entry into relationship and in the absence of such choice, in French or English at

the discretion of the Bank.

Art. 17. Access to information

The Client may at any time request a copy of these Specific Conditions.

VII. AMENDMENTS TO THESE SPECIFIC CONDITIONS

Art.18. Conditions of amendment

In particular in the event of changes in the legal and regulatory framework of the banking sector, changes to banking practices or changes affecting the conditions on the financial markets, the Bank reserves the right at any time to amend and/or to add new provisions to these Specific Conditions.

Should the Bank elect to amend and/or add new provisions to these Specific Conditions, Bank will inform the Client personally by giving the Client not less than two months' advance notice, indicating the clauses it will modify or add as well as the content of these amendments or addition. The contemplated modifications or additions may also be made through a separate document which will then form part of these Specific Conditions.

Art. 19. Acceptance

Unless otherwise provided in these Specific Conditions, the amendments, additions or separate documents are deemed to be accepted by the Client if the Client does not lodge a written opposition with the Bank within two months of dispatch of such amendments, additions or separate documents by the Bank. Should the Client wish to oppose such amendments, the Client may terminate the account relationship with immediate effect and without any charge.

VIII. DURATION AND TERMINATION

Art. 20. Duration and conditions for termination

These Specific Conditions are concluded for an undetermined period of time. Each party has the right to terminate the agreement, at any time and without having to state any reason, with immediate effect on

the initiative of the Client and two months' notice on the initiative of the Bank. Such notice shall be sent by registered mail.

Outstanding Payment Transactions shall not be affected by the termination of these Specific Conditions. The Specific Conditions and the list of fees of the Bank remain applicable until such time as each outstanding Payment Transaction has been effected.

The termination of these Specific Conditions does not imply termination of any other contractual relationship between the Client and the Bank but as a consequence the Client will no longer be authorised to effect Payment Transactions in accordance with these Specific Conditions.

The Client hereby acknowledges and agrees that in the case of termination within 12 months from the signature of these Specific Conditions, the cancellation fee as provided for in the schedule of fees will be debited, without prejudice to any other fees that may be payable to the Bank should the account be closed.

Should the Client fail to meet his contractual obligations or should the Bank have reason to believe that it may incur any liability through the continuation of its relationship with the Client or should the Payment Transactions of the Client appear to be contrary to public order or morality, or should the Client fail to meet its obligation to act in good faith, the Bank may terminate with immediate effect, and without prior notice, its relationship with the Client under these Specific Conditions, in which case all obligations, even obligations with a term, of the Client shall become immediately due and payable.

The Bank may at any time request new collateral or additional guarantees from the Client to cover the commitments of the Client.

Art. 21. Termination of contractual relationship

Termination of the entire contractual relationship between the Client and the Bank in accordance with the General Conditions of the Bank will automatically result in the termination of these Specific Conditions. However, during the period of notice as provided for in these Specific Conditions, the Specific Conditions will continue to apply and the Payment Accounts will remain open only to carry out Payment Transactions. In this context, the Specific Conditions and the relevant provisions of the general terms and conditions of the Bank will continue to apply during such notice period.

IX. MISCELLANEOUS

Art. 22. General terms and conditions of the Bank

In case of any discrepancy between these Specific Conditions and the general terms and conditions of the Bank (which also apply to the provision of payment services), the provisions of the Specific Conditions prevail.

Art. 23. Complaints and out-of-court redress

Please refer to clause 8.2 of the General Conditions for details of the Bank's complaints procedure.

Authorised by the Luxembourg Commission de Surveillance du Secteur Financier and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.