

Bank Leumi (UK)

Terms & Conditions

Expertise Relationships Solutions

www.bankleumi.co.uk



Bank Leumi (UK) plc

OUTLINE AND INTRODUCTION

This section contains:

- a key points section, to explain some key provisions of these Terms;
- a contents page to help you find the relevant section when you need it; and
- a table detailing the services covered by these Terms.

KEY POINTS

HOW TO FIND THE TERMS THAT RELATE TO YOUR SERVICE

The services that apply to you are governed by these Main Terms in the manner we have listed in the table of services on page 3. We might provide other services that are covered by both these Main Terms and additional Terms. If that is the case we will give you the additional Terms that apply.

We have arranged the Main Terms in a way we think will make it easier for you to see what is relevant to you.

PART A sets out the Main Terms that govern our relationship with you.

PART B deals with the provisions that apply to our LeumiLink® users.

PART C deals with the provisions that apply to Corporate Finance Customers (i.e. Large Business Customers) in addition to the Main Terms.

PART D deals with the provisions that apply to Premier Banking Customers (i.e. Customers who are not Large Business Customers) in addition to the Main Terms.

PART E deals with definitions that apply to all our banking services.

Where there are banking services with special Terms, we will give them to you separately.



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HOW TO READ THE TABLE OF SERVICES

The table of services sets out all the parts of these Terms which apply to particular services. By way of example for explanation:

Example: for corporate customers, including online banking via LeumiLink®, you will need to review:

- Main Terms;
- LeumiLink® Terms;
- Corporate Finance; and
- Definitions.

| Services | A Main Terms | B LeumiLink® Terms | C Corporate Finance | D Premier Banking | E Definitions |
|--------------------------|--------------|--------------------|---------------------|-------------------|---------------|
| Large Business Customers | X | X | X | | X |
| All other Customers | X | X | | X | X |

PART A MAIN TERMS

In this Part A, these Main Terms, explain our obligations to you and your obligations to us, they apply to all the Accounts you hold with us and the services we provide in connection with your Accounts. They explain how you can pay money into and take money out of your Accounts and set out the rules governing the operation of your Accounts. The Main Terms must be read in conjunction with any additional conditions relating to a particular service or facility provided to you by us. These Main Terms apply in addition to the Terms of your Mandate to us.

A 1 LEGAL RELATIONSHIP

A 1.1 Your legal relationship with us is governed by the whole of this document, together with the terms set out in other documents which we give you, such as your Application Form, Mandate(s), letters relating to your overdraft facility(ies) or other documents setting out our interest rates and charges and those relating to specific financial products (together, the "Terms").

A 1.2 If you are a Large Business Customer you agree that Part 6 (regulations 40 to 62), and regulations 66(1), 67(3) and 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of the Payment Services Regulations 2017 will not apply to you. Clause A 13.2(a) will apply for the purposes of regulation 74(1) of the Payment Services Regulations 2017.

A 1.3 You have the right to obtain, at any time until your Account with us is closed, a copy of any or all of the Terms. You can do this by writing to us at our registered office or telephoning us on +44 (0)20 3772 1500.

A 2 KEY POINTS

A 2.1 These Main Terms must be read in conjunction with any additional conditions relating to a particular service or facility provided to you by us. If these Main Terms are inconsistent with such additional conditions, the additional conditions will prevail.

A 2.2 These Main Terms apply in addition to the provisions of your Mandate to us.

A 2.3 These key points are not a substitute for reading the details in this document which are relevant to you in full and you must familiarise yourself with all Terms that apply to the services you have chosen.

A 3 VARIATION

A 3.1 We may vary these Main Terms and any other

Term where we reasonably believe that this is required for any of the following reasons:

- (a) to respond to changes in the general law, any code or codes of practice or recommendations, or a decision of the Financial Ombudsman Service, the Financial Conduct Authority or other regulatory body;
- (b) to reflect new industry guidelines and respond proportionately to changes in the Bank of England base rate, in other specified market rates, indices or tax rates;
- (c) to reflect a change in market conditions and general banking practice;
- (d) to proportionately reflect other legitimate cost increases or reductions associated with providing you with a particular product or service;
- (e) to make improvements that benefit you;
- (f) to reflect the introduction or development of new systems, methods of operation, services or facilities; or
- (g) if we have another valid reason to do so.

A 3.2 If we make a change that relates to:

- (a) any Clause that deals with the way cash or electronic payments (but not cheque payments) can be made into or out of your Account, we will give you two months' personal notice before any change comes into effect. You can terminate the Account at any time before the changes come into effect. If you do not terminate the Account, you will be treated as having accepted the changes.
- (b) any Clause other than a Clause referred to in Clause A 3.2(a), and the change is to your disadvantage, we will give you at least 30 days' personal notice before implementing it (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement), and you will have 60 days from the date of the notification to close or switch that Account without having to give any notice or pay a financial penalty; or
- (c) any Clause other than a Clause referred to in Clause A 3.2(a), and the change is not to your disadvantage, we may implement it immediately and without

prior notice. We will tell you about the change by general notice on our website at least 30 days before the change takes effect.

- A 3.3 We may discuss with you your borrowing needs in relation to underlying transactions and requirements but such discussions are strictly on the basis that we do not give advice on the underlying transactions or on the suitability of any facilities that we provide. You should obtain independent advice on any underlying transactions for which we provide finance and on the suitability for your needs of the facilities provided.

A 4 INTERPRETATION

- A 4.1 Words which begin with a capital letter have a specific meaning, which is explained in the Definitions (Part E).

A 4.2 In addition, in these Terms any reference to:

- (a) "you", "your" and "yours" refers to you, the Customer, and as the context requires, your "Registered Users" and/or "Corporate Administrator" and, where applicable, their duly authorised representatives, legal personal representatives and successors;
- (b) "we", "us" and "our" mean Bank Leumi (UK) plc and our successors and assigns;
- (c) a Clause or a Schedule is, unless the context otherwise requires, a reference to a clause of, or a schedule to, these Terms and any reference to a sub-clause is, unless otherwise stated, a reference to the sub-clause of the Clause in which the reference appears;
- (d) these Terms or to any agreement or document referred to in these Terms shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time; and
- (e) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as the same may have been or may from time to time be amended, modified, extended, consolidated, re-enacted or replaced and shall include any subordinate legislation made thereunder.

- A 4.3 In these Terms, except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include incorporated and unincorporated bodies.

- A 4.4 Clause headings in these Terms are inserted for convenience only and shall not affect the construction of these Terms.

A 5 PAYMENT INSTRUCTIONS

How you can make Payment Instructions

- A 5.1 By giving your Payment Instruction in the manner set out below, you will be considered to have given your "consent" to us effecting your Payment Instruction.

- (a) You may give a Payment Instruction:
 - (i) by telephone (please note that in accordance with Clause A 5.9 below this call may be recorded so that the Payment Instruction is on record);
 - (ii) by fax signed in accordance with the relevant Mandate;
 - (iii) by e-mail from the latest email address we have on record;
 - (iv) by SMS or text message from the latest telephone number that we have on record;
 - (v) by any of the other methods as set out in this clause A 5 (*Payment Instructions*).
- (b) In writing signed in accordance with the relevant Mandate.
- (c) Through LeumiLink®, by entering the necessary security information including any code we ask for from your DigiPass® and providing details of the payment.
- (d) If you are using your Card:
 - (i) online, by providing your Card number, the expiry date, and the 3-digit security code (or a combination of these details);
 - (ii) by signing a voucher;
 - (iii) by keying in your PIN; or
 - (iv) if you have a contactless Card, by holding your Card near the retailer's or supplier's card terminal.

- A 5.2 The Payment Instruction should contain all of the information that is required to carry out that Instruction.
- A 5.3 The method you can use varies according to the type of payment you would like to make.
- A 5.4 You may also give us consent through third party providers, as described in Clauses A 10.2 and A 10.3.
- A 5.5 If you are a Large Business Customer, it is your responsibility to ensure that any Instructions given to us by telephone, fax or e-mail are only given by people authorised to do so.
- A 5.6 You agree to make reasonable efforts to ensure that your Payment Instructions are accurate and complete. If not, the Online Service may not let you proceed or execute your Payment Instructions.
- A 5.7 Without prejudice to Clause A 8, we shall not be responsible for checking or ensuring the accuracy or correctness of beneficiary details including checking that beneficiary name and destination account details are correct. We may still, however, require additional verification (for example, for anti-money laundering purposes) that you have authorised the transaction where the value of an individual transaction is in our opinion high or unusual for your Account. If written confirmation is needed, we will let you know when you instruct us to carry out the transaction. If we need to carry out additional verification checks in respect of your Payment Instruction, we may not be able to act on your Payment Instruction immediately. This may delay our carrying out your Payment Instruction. You should therefore always make sure you instruct us in sufficient time to meet any deadlines you might have.
- A 5.8 Any confirmation that a Payment will reach the beneficiary's bank by a certain date is not confirmation that the funds will be available to the beneficiary by that date.
- A 5.9 We may record or monitor telephone conversations and monitor electronic communications (including e-mails) to make sure that we carry out your Instructions accurately, to help us maintain quality of service and for security purposes.
- A 5.10 Our Terms are written in English and any written communication with you will be in English. You must also communicate with us in English unless we agree otherwise.

A 6 YOUR OBLIGATIONS

- A 6.1 You must update us with any changes in your status or information (such as your address) or changes that are relevant to your tax obligations. Some services may no longer be available if your status changes (for example, if you become resident in another country). If you do not update us, you may not receive notices of changes to these Terms.

A 7 RIGHT OF CANCELLATION, SET OFF AND OTHER IMPORTANT INFORMATION

Rights of cancellation

- A 7.1 Clauses A 7.2 to A 7.4 do not apply to you if:
- you are a Large Business Customer;
 - you have a Fixed Term Deposit;
 - you have an account which relies upon the performance of an underlying asset which is subject to price fluctuations in the financial markets; or
 - the terms of any particular Account explain that this does not apply.
- A 7.2 In all other cases, you will have a cooling off period in which you can change your mind and cancel these Terms. The 14 day cancellation period will begin from the date we enter into the contract (or the day you receive a copy of the Terms if later). If you would like to exercise your right to cancel, then you can do so by calling us on +44 (0)20 3772 1500 or writing to us at 20 Stratford Place, London, W1C 1BG.
- A 7.3 If you exercise your cancellation rights within the above period we will refund your money to you within 30 days of your notification of cancellation, together with any interest that has been earned. We will ignore any notice period which is otherwise applicable to the Account.
- A 7.4 Once the cancellation period has elapsed, depending on the specific conditions of the Account, you may have to give notice or incur a loss of interest to close or switch the Account. If you do not exercise your right to change your mind, you will continue to be bound by these terms and conditions and any special conditions that apply to the particular Account.

Right of set off

- A 7.5 Clauses A 7.6 to A 7.11 only apply to you in

respect of any Account that you hold with us that is intended for personal use only. If this does not apply to you, then the provisions of Clause C 7 will apply to you instead.

A 7.6 We may use the money in your Account towards payment of any money that you owe us which is due for payment but has not been paid. This is known as our right of "set off".

A 7.7 We may also set off one of your Accounts against another of your Accounts to determine how much you owe us. This is called our right of "combination".

A 7.8 We can use our right of set off or combination in respect of Accounts which are in your sole name and Accounts which are in the joint names of you and another person to reduce or repay amounts owed by you or that person in your sole name or jointly.

A 7.9 We will not use our right of set off in relation to money in your Account if we have grounds to think that:

- (a) you are holding the money on behalf of someone else;
- (b) you have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose;
- (c) you are under a legal obligation to keep the money and use it in a particular way; or
- (d) the money is needed to;
 - (i) meet your essential living expenses;
 - (ii) meet mortgage or rental payments on your home;
 - (iii) pay for your essential goods or services (such as payments due in respect of your household items or your means to travel to work);
 - (iv) pay for your utilities (for example, water, gas or electricity); or
 - (v) comply with any court orders or legislation (for example, council tax, child support maintenance, income tax or court fines).

A 7.10 If we use our right of set off in relation to your Account we will contact you promptly to tell you that we have done so.

A 7.11 Once we have used our right of set off in relation to money in your Account, that money will cease to be yours and you will not earn any interest on it.

Other important information

A 7.12 Without prejudice to Clause A 8, where we delegate or outsource a function to a third party when providing a service to you (such as custody of your investments) we may not be liable for certain losses caused by that third party. We provide banking and other services; whether you can use these services may depend on your status or location.

A 7.13 You shall not create indebtedness to us by making a Payment Instruction except with our prior consent. If you create unauthorised indebtedness, you must provide covering funds on demand by the close of business on the day of demand. The Account will be charged interest at our standard debit interest rate in respect of any unarranged overdrafts unless otherwise agreed.

A 7.14 Clause A 8 (below) is a summary of how we use your personal information. Full details are available on our website: www.bankleumi.co.uk/ or in hardcopy from 20 Stratford Place, London W1C 1BG.

A 8 DATA PROTECTION

Roles of the parties

A 8.1 Clause A 8.2 to A 8.10 apply to you if:

- (a) you are a Large Business Customer; or
- (b) you are a Premier Banking Customer, unless you are acting in your individual capacity and are not a legal entity.

A 8.2 You acknowledge that you are a Controller in your own right in relation to the Personal Data of your director(s), officer(s), employee(s), an authorised signatory, a direct or indirect shareholder, beneficial owner, trustee, settlor, protector or beneficiary (together referred to as "Data Subjects").

A 8.3 Where you disclose Personal Data of the Data Subjects to us, we will process such Personal Data as a Controller in our own right.

A 8.4 As Controllers, each party shall be responsible for the Processing of Personal Data of the Data Subjects in compliance with:

- (a) the applicable EU Data Protection Laws; and
- (b) the provisions of these Terms.

Scope and Purpose of Personal Data Processing

A 8.5 We may process the Personal Data in relation to the Data Subjects for the following purposes:

- (a) to allow us to carry out 'know your customer', anti-money laundering, and other due diligence checks;
- (b) to provide banking or other related services;
- (c) to comply with our legal obligations;
- (d) to inform you of our products and services that may be of interest to you; and
- (e) any other purpose(s) agreed between the parties, provided that they are compatible with the applicable EU Data Protection Laws, together referred to as the "Purposes".

A 8.6 You acknowledge that we may engage third party processors or business partners to Process the Personal Data of Data Subjects, as appropriate, to achieve the Purposes. We may disclose the Personal Data of Data Subjects to the police, regulators, tax authorities and public authorities, where required by law. We may also disclose the Personal Data of Data Subjects to potential purchasers and their advisors, subject to appropriate provisions, in the event we decide to dispose of all or parts of our business.

Obligations of the Parties

A 8.7 You shall:

- (a) obtain any necessary permissions and consents from the Data Subjects including our privacy notice prior to the time of disclosure of the relevant Personal Data to us in connection with the Purposes, and you will ensure that you are similarly entitled to make any such disclosure that you make in the future in conformity with the EU Data Protection Laws;
- (b) provide the necessary privacy notices to the Data Subjects including our privacy notice prior to disclosing any Personal Data of the Data Subjects to us that is necessary for the Purposes;
- (c) provide us with up-to-date and accurate Personal Data of the Data Subjects

necessary for the Purposes and ensure that any relevant changes to such Personal Data are provided to us no later than 5 (five) BLUK Business Days from the date you become aware of the changes;

- (d) be responsible for the collection of the Personal Data of the Data Subjects and its secure transfer to us, where we request the Personal Data of the Data Subjects to be transferred or made accessible to us for the Purposes; and
- (e) transfer or make accessible to us the Personal Data of the Data Subjects in a manner that ensures protection against accidental loss, destruction or damage using appropriate technical and organisational measures, including ensuring that any personnel or third party you entrust with the transfer or disclosure of Personal Data of the Data Subjects to us are committed to maintain confidentiality of the Personal Data and the levels of security required by the EU Data Protection Laws.

A 8.8 We shall:

- (a) process the Personal Data of the Data Subjects necessary for the Purposes and not retain or Process Personal Data of the Data Subjects for longer than is necessary to carry out the Purposes subject to any legal obligations that may apply, whilst keeping the Personal Data confidential and secure;
- (b) provide you with the necessary privacy notices about our Processing of Personal Data of the Data Subjects, which you agree to provide to the Data Subjects prior to disclosing of their Personal Data to us for the Purposes.

A 8.9 Each party shall:

- (a) assign and maintain a data protection officer or equivalent to serve as a primary point of contact for the parties and for the Data Subjects in relation to the Processing of Personal Data for the Purposes and provide the other party with the contact details for that primary point of contact.
- (b) cooperate and provide all reasonable assistance, support and/or information

as may be reasonably requested by the other party, and as required in order to comply with EU Data Protection Laws, investigations or requests that any party may receive in relation to Personal Data of the Data Subjects in relation to the Purposes from a third party, a Data Subject or any legal or regulatory authority, including a Supervisory Authority.

- (c) warrant and represent that it will not engage in any Processing of Personal Data of the Data Subjects in relation to the Purposes which will cause the other to be in non-compliance with its obligations under the EU Data Protection Laws or with any obligations it has vis-à-vis the Data Subjects.

Data Subject Rights

A 8.10 Each party is responsible for and shall respond to Data Subjects exercising their statutory data protection rights, including the rights of access, rectification, erasure, restriction and objection, data portability, rights in relation to automated decision-making regarding the processing of their Personal Data shared with us for the Purposes, where applicable.

YOUR ACCOUNT – THE BASICS

A 9 PAYMENTS INTO YOUR ACCOUNT

Cheques

- A 9.1 When you pay a cheque into your Account it has to be sent to the paying bank (the bank holding the account from which the cheque is drawn) for payment. This process is known as the cheque clearing cycle. The clearing cycle for cheques reflects the time it takes to send the cheque to the paying bank, for that bank to decide whether it can pay the cheque and to tell us if they decide not to pay it.
- A 9.2 If you pay a cheque into your Account and it is subsequently returned unpaid, we may debit your Account for the amount of the cheque in addition to any charges we incur. This may happen even if such action will cause your Account to become overdrawn and/or where we have allowed you to make a payment or to withdraw cash against that item. You may incur charges and interest on any overdrawn amount.

Sterling Cheques issued by a UK Bank

- A 9.3 When you pay a sterling cheque into your Account, the proceeds of the cheque will normally be available to you in accordance with the cheque clearing cycle. The cheque clearing cycle for sterling cheques is as follows:
 - (a) you pay in a cheque on a Working Day at a third party bank that we have a relationship with. If you pay in the cheque after the third party bank's cut off time, then the third party bank will treat the cheque as received on the next Working Day. The cheque will be treated as received by us on the next BLUK Business Day. We call the day we receive the cheque "Day 0".
 - (b) You will start to receive interest on the funds two Working Days after Day 0.
 - (c) Four Working Days after Day 0, funds will be cleared in your Account and, subject to available cleared balances, you can withdraw the money from your Account.
 - (d) At the end of the sixth Working Day after Day 0, unless you are knowingly a party to a fraud in respect of the cheque, the cheque cannot be rejected and, subject to available cleared balances, the money is yours to withdraw from your Account.

A 9.4 On 30 October 2017 the new Cheque Image Clearing System was rolled out across the UK. When this system is available to us, this will mean that we will process cheques so that you will be able to withdraw funds from your Account before 23:59 on the next BLUK Business Day after Day 0.

Foreign Cheques

- A 9.5 By 'foreign cheques' we mean cheques drawn in a foreign currency or cheques in pounds sterling drawn from an account at an overseas bank (other than in the Isle of Man, Gibraltar or the Channel Islands). The timescales set out above do not apply to foreign cheques. Instead, if you pay a foreign cheque into your Account, we will collect it. The proceeds of the cheque will be available upon receipt of the funds from the drawer's bank.
- A 9.6 Even if the foreign cheque is paid, it may be recalled by the paying bank some time in the future. In some cases, this can be up to six years later.

A 9.7 **You agree to indemnify us against all liabilities, claims, losses, costs and expenses (including exchange fluctuations and agents' charges where applicable) which may be imposed upon, asserted against or incurred by us in any way relating to or arising out of the collection of cheques on your behalf.**

Cash

A 9.8 When you pay cash into your Account using a third party bank we have a relationship with, we will consider the cash to be received and will credit it to the balance of your Account upon us receiving the funds, rather than at the time you give the cash to the third party bank.

Standing Orders and Electronic Payments

A 9.9 Subject to the Account-specific conditions, you will be able to withdraw funds from your Account immediately after we receive the funds. The exception to this is where the payment is from another bank and involves a currency that is not an EEA Currency and this must be converted into the currency of your Account, in which case the funds will be credited to your Account as soon as reasonably practicable after the conversion takes place.

A 9.10 Where the bank making the payment is located outside the European Economic Area (this is made up of all the countries in the European Union, plus Norway, Iceland and Liechtenstein), or where payment is made in a currency that is not an EEA Currency, we will be entitled to credit payments to your Account net of any cost, expense, tax or levy which we may be required to pay in connection with the funds credited.

A 9.11 Where we receive money from outside the UK, to be credited to your Account, we may deduct any reasonable charges we apply or incur for processing the payment, or for confirming receipt of funds, before crediting the remainder to your Account.

A 10 SECURITY

Keeping your Card and security details safe

A 10.1 You must take reasonable steps to keep your Card and security details safe to prevent their fraudulent use. This includes disguising any security details you write down and keeping them out of sight of third parties who should not have access to your

Account. You should not share your Card PIN with any third parties, and you should only share your other security details with a third party if that third party is a third party provider. You should take into account the reasonable instructions which we give you or publish on our website from time to time which are intended to help you keep your Card and security details safe.

A 10.2 If you have a Payment Account that can be operated online, you can authorise third party providers to access your Payment Account information, and/or give Payment Instructions on your behalf. You may also be able to use a card issued by a third party provider, and give them permission to link that card to your Payment Account so that payments on that card will be debited from your Payment Account.

A 10.3 If you want to use a third party provider then you should make sure they are legitimate and that they comply with the relevant legal and regulatory requirements to provide their services to you. You may have to share your security details (such as your login details for LeumiLink® online) with them, so that they can provide their services. You should consider carefully whether you are happy to authorise a third party provider to access your Payment Account and to provide their services to you.

A 10.4 If your Card or security details are disclosed to another person without your consent, lost, stolen or misused, we may disclose any relevant information to the appropriate authorities. You must give us all information you have regarding the disclosure, loss, theft or misuse of the Card or security details. You and any cardholder must also take all reasonable steps to help us and the authorities to regain the Card.

A 10.5 We will only block or limit a third party provider's request to give Payment Instructions or to access your account information if we reasonably believe (and have evidence for this belief) that there has been or will be unauthorised or fraudulent access to your Payment Account by the third party provider. Unless doing so would compromise reasonable security measures or would be unlawful:

(a) before we deny access, we will try to contact you to let you know that we intend

to do this and explain our reasons for this. If we cannot contact you beforehand, we will do so immediately after by calling you on the latest telephone number that you have provided to us; and

- (b) if we are unable to speak to you, we will let you know electronically (for example, by sending you an e-mail or text message to the most recent email address or phone number you have given us).

A 10.6 We will restore access to the third party provider as soon as the reasons for denying access no longer exist.

A 10.7 If you have Registered Users or Corporate Administrators attached to your Account, you agree to require them to comply with above provisions.

Notifying us if your Card or security details have been compromised

A 10.8 You must notify us as soon as possible by telephoning us:

- (a) on +44 (0)20 3772 1513 (this telephone number is available 24 hours a day, 7 days a week) as soon as you become aware that your Card has been lost, stolen or misused or is known by a third party without your authorisation.
- (b) on +44 (0) 333 241 6946 (this telephone number is available 24 hours a day, 7 days a week) as soon as you become aware that your Digipass® (or any other Security Device) or security details has been lost, stolen or misused or is known by a third party without your authorisation.

We may ask for written confirmation of your notification.

A 10.9 We will stop or block the use of your Card or your security details if:

- (a) you have notified us that your Card or your security details have been compromised;
- (b) we have reasonable grounds for considering that your Card or security details have been compromised;
- (c) we have reasonable grounds for suspecting that your Card or security details have been used in an unauthorised or fraudulent manner;
- (d) where we agree to allow you to borrow money on the Account, we consider that there might be a significantly

increased risk that you might be unable to repay the amount you owe us; or

- (e) this is required by UK or EU law.

A 10.10 Provided it would not be unlawful or would not compromise reasonable security measures for us to do so:

- (a) we will notify you that we intend to stop or block the use of your Card or security details either by telephone or in writing. If for any reason we are unable to notify you before we stop or block the use of your Card or security details, we will do so immediately afterwards; and
- (b) we will explain our reasons for stopping or blocking the use of your Card or security details, if possible.

A 10.11 We will allow the use of your Card or security details or replace your Card or security details as soon as practicable after the reasons for blocking or stopping its use cease to exist. We may charge you for the replacement Card or security details.

A 10.12 If there is a suspected or actual fraud on your Account, or a security threat in respect of your Account, we will send you a Bank Message through LeumiLink® and will then let you know that the Bank Message is able to be viewed by sending an email to the most recent email address you have given us, or by calling you on the latest telephone number that you have provided to us. If you are not a LeumiLink® user, then we will contact you by calling you on the latest telephone number that you have provided to us.

A 11 PAYMENTS FROM YOUR ACCOUNT

Cheques

A 11.1 Depending on the type of Account you open with us, we may provide you with a chequebook linked to your Account. We will let you know about this when you open your Account.

A 11.2 When you issue a cheque on your Account, the amount will normally be deducted from your Account within four BLUK Business Days after the payee pays it into their account. The exception to this is where the fourth Working Day falls on a Jewish High Holy Day, in which case the amount will be deducted on the next BLUK Business Day.

A 11.3 When the new Cheque Image Clearing

System is available to us, funds may be deducted from your Account on the same Working Day that they are paid into the payee's account.

A 11.4 When writing a cheque:

- (a) you must take all reasonable precautions to prevent anyone else from altering it or making a forgery;
- (b) clearly write the name of the person you are paying the cheque to and also put any other relevant information about them on the front of the cheque; for example, AAA Bank, account A Cohen; and
- (c) you should not write a future date on it as it may prevent the payee from paying it into their account before that date.

A 11.5 If we receive for payment one of your cheques which is dated more than six months prior, we shall not be obliged to pay it, but may do so.

A 11.6 You must keep your chequebook in a safe place. Immediately upon receipt of a chequebook from us, you should check it and notify us immediately if you discover that any cheques are missing. This is to assist us in the prevention of fraud.

A 11.7 If your cheque book or any cheque drawn on your Account is lost or stolen, or if you know or believe that someone has signed or altered a cheque without your permission, you must notify us immediately.

A 11.8 Your chequebook remains our property at all times and must be returned to us should we ask you to do so, or if the Account is closed.

Direct Debits

A 11.9 A 'Direct Debit' is set up when you permit someone else (a recipient) to instruct us to transfer money from your account to that recipient. We will then transfer money to the recipient on a date or dates agreed by you and the recipient. The amount may vary. Direct Debit payments are covered by the Direct Debit Guarantee Scheme. The organisation collecting the payment will normally tell you at least ten Working Days before your regular payment date of the amount that they will collect from your Account, unless you agree otherwise.

A 11.10 We will allow Direct Debit payments to be collected from your Account on the date specified in your Direct Debit Instruction. If the payment falls on a day that is not a BLUK Business Day, we will allow the payment to

be collected on the next BLUK Business Day.

A 11.11 If you believe that a Direct Debit payment has been incorrectly taken from your Account, you should inform us as soon as possible. You should also contact the relevant organisation to let them know what you have done. Under the Direct Debit Guarantee Scheme, if an error is made in the payment of your Direct Debit by us, you will be entitled to a full refund. If you receive a refund you are not entitled to, you must pay it back when we ask you to.

A 11.12 If you wish to cancel a Direct Debit, you must inform us before the end of the BLUK Business Day before the next payment will be taken. You are responsible for telling the organisation collecting payments that you have cancelled your Direct Debit Instruction. If you cancel a Direct Debit Instruction, we will regard as cancelled all payment transactions that would have otherwise taken place further to that Direct Debit Instruction.

Standing Orders

A 11.13 A 'standing order' is an authority from you to transfer regular payments of a fixed amount from your Account to another account. Standing order payments will normally reach the beneficiary's account by the next BLUK Business Day after payment is scheduled to be made.

A 11.14 If you wish to set up a standing order on your Account, you must provide us with the sort code and account number of the beneficiary's account.

A 11.15 You can set up a standing order by writing to us at 20 Stratford Place, London W1C 1BG or by using LeumiLink®.

A 11.16 If you wish to cancel a standing order, you must inform us before the end of the BLUK Business Day before the next payment is due to be deducted from your Account. This must be in writing and signed in accordance with the relevant Mandate. If you cancel a standing order, we will regard as cancelled all payment transactions that would have otherwise taken place further to that standing order.

Electronic Funds Transfers

A 11.17 You can instruct us to make payments from your Account either to another Account you hold with us or to a third party account by

Electronic Funds Transfer.

- A 11.18 If you wish to make a payment to another account in the UK, you must provide us with the sort code and account number of the beneficiary account.
- A 11.19 For payments to an account outside of the UK, you must provide us with the details we request from you to make a payment. This may include providing us with:
- the correct details of the receiving bank, including the receiving bank's SWIFT, BIC, sort code or national bank code; and
 - the beneficiary's account number or IBAN.
- A 11.20 You may not revoke an Instruction to make an Electronic Funds Transfer after it has been received by us, unless the Instruction is post-dated. If you wish to cancel a post-dated Instruction, you must inform us in writing and signed in accordance with the relevant Mandate at least one BLUK Business Day prior to the date of the intended payment.
- A 11.21 You acknowledge and agree that where we use BACS with a multi-day payment cycle to act on a Payment Instruction from you:
- we will debit the Account on the first day of the multi-day payment cycle (Debit Day). The debit will be value dated for day 3 of the multi-day payment cycle (Effective Date); and
 - funds that have been allocated against Payment Instructions may not be used by you to fulfil any other Payment Instructions and you shall review the Account information (which includes without limitation, all funds that have been allocated) to ensure that sufficient unallocated funds and/or facilities are available to meet any further Payment Instructions.
- A 11.22 You acknowledge and agree that where we use SEPA with a multi-day payment cycle to act on a Payment Instruction from you:
- we will debit the Account on the first BLUK Business Day of the multi-day payment cycle. The value date of the debit will also be the first BLUK Business Day; and
 - funds that have been allocated against Payment Instructions may not be used by you to fulfil any other Payment Instructions and you shall review the Account information (which includes without limitation, all funds

that have been allocated) to ensure that sufficient unallocated funds and/or facilities are available to meet any further Payment Instructions.

Currencies you can make payments in Execution times for Electronic Funds Transfers

- A 11.23 If we accept your Instructions to make a payment on a future date, we will make the payment on that date. If the payment falls due on a day that is not a BLUK Business Day, we will make the payment on the next BLUK Business Day.
- A 11.24 In all other cases, we will send payments so that they are received by the receiving bank no later than the times set out in the table below. We have grouped different types of payments into three separate groups:

Group 1: where the receiving bank will receive the payment within one Working Day

Payments in pounds sterling (GBP)

- Payment in GBP to an account in the UK only
- Conversion from euro to GBP, followed by payment in GBP to an account in the UK only

Payments in euro

- Payment in euro to an account in the EEA
- Conversion from GBP to euro, followed by payment in euro to an account in the EEA

Group 2: where the receiving bank will receive the payment within four Working Days

Payments to accounts in the EEA not covered by Group 1

- Payments in an EEA Currency to an account in the EEA, which fall outside Group 1
- Conversion from one EEA Currency to another EEA Currency followed by payment to an account in the EEA, where the conversions fall outside those in Group 1

Group 3: please contact us for information about how long the payment will take

- Payment in a non EEA Currency to an account anywhere in the world
- Payment in any currency (including an EEA Currency) to an account outside the EEA, with or without a currency conversion

Payments made using your Card

- A 11.25 The Card is issued to authorised and named cardholders, each of whom has a daily spending limit.
- A 11.26 Should you have any larger purchases that

exceed the spending limits then you can call our Customer Service Team on +44 (0)20 3772 1513 and they may be able to change these limits. Please note that this service is only available between 0900hrs to 1700hrs on a BLUK Business Day.

A 11.27 Once you have authorised a single payment transaction using your Card, you cannot ask us to stop that transaction. If you have agreed to a recurring payment to be taken from your Card, you must contact us to request cancellation of that payment on the BLUK Business Day before the payment is due to be taken from your Card. Alternatively, you can contact the retailer or supplier directly and request that they cancel the payment.

A 11.28 We will debit the Account with the amount of any Card transaction (together with any charges which may be payable as set out below). If a retailer or supplier makes a refund in respect of a Card transaction, we will credit the Payment Account no later than the BLUK Business Day on which the amount of the payment transaction is credited to our account. We will not be responsible for any delay in receiving such instructions and funds or any shortfall in the amount of funds actually received from a retailer or supplier. In particular, if the payment was in a currency other than the currency of the Account, the amount refunded may be more or less than the original payment amount due to changes in exchange rates.

A 12 TIME OF RECEIPT AND CUT-OFF TIMES

A 12.1 Any Payment Instructions that are received on a day that is not a BLUK Business Day will be treated as received on the next BLUK Business Day.

A 12.2 If you have agreed with us that a Payment Instruction will be carried out:

- (a) on a specific day;
 - (b) on the last day of a certain period; or
 - (c) on the day on which the payer have provided the funds to us;
- then the time of receipt will be the agreed day (unless that day is not a BLUK Business Day in which case the Payment Instruction will be deemed to be carried out on the next BLUK Business Day).

A 12.3 Payment Instructions received after 3pm

(London time) will normally be treated as received on the next BLUK Business Day. The exception to this is if you give us an Instruction to make a transfer to another Account you hold with us, in which case the Instruction will be treated as received on the same day provided that it is received before 4pm (London time).

A 13 UNAUTHORISED PAYMENT TRANSACTIONS

A 13.1 This Clause A 13 does not apply in relation to payments made out of your Account by cheque.

A 13.2 You must notify us by telephoning us on +44 (0) 333 241 6946 (this telephone number is available 24 hours a day, 7 days a week) of any unauthorised Payment Instructions, or of any Payment Instructions that have not been carried out correctly or at all as soon as you become aware of them. You must notify us:

- (a) no later than 30 days after the date your Account was debited if you are a Large Business Customer; or
- (b) in all other cases, no later than 13 months after the date your Account was debited.

A 13.3 If you notify us that there has been an unauthorised transaction on your Account, we may investigate the circumstances if we have reason to suspect that you have been involved in fraudulent behaviour.

A 13.4 If we decide to investigate, we will inform you of this on the same BLUK Business Day on which your notification is received by us, or if the notification is received at end of the BLUK Business Day or on a day that is not a BLUK Business Day, at the beginning of the next BLUK Business Day. If, once we have completed our investigations, we determine that we do not have to give you a refund, we will inform you of this.

A 13.5 Otherwise, we will refund the amount of the unauthorised payment to your Account and restore your Account to the state it would have been had the unauthorised withdrawal not taken place. This means we will also reimburse you for any interest and charges you have incurred as a result of the unauthorised withdrawal. We will make this refund no later than the next BLUK Business Day after you informed us of the

unauthorised Payment Instruction. If you are:

- (a) not a Large Business Customer, the amount we refund to you is subject to Clauses A 13.9 to A 13.11; or,
- (b) a Large Business Customer, please refer to Clauses C 4 and C 8.

A 13.6 If we make a refund and then discover that you did authorise the payment transaction or are otherwise liable, we may reverse the refund. We will notify you before we do this.

Liability for unauthorised payment transactions

A 13.7 Clauses A 13.9 to A 13.14 do not apply to Large Business Customers. If you are a Large Business Customer, please refer to Clauses C 4 and C 8.

A 13.8 Subject to Clauses A 13.9 to A 13.11, where any loss resulting from an unauthorised payment transaction arises from the unauthorised use of your Card or security details, you will be liable for up to a maximum of £35 of that loss.

A 13.9 You will not be liable for any losses arising where the loss was caused by something we (including any employee or agent of ours, or an entity acting on our behalf) did or failed to do.

A 13.10 You will be liable for all losses arising where you have acted fraudulently, and no limit will apply to your liability.

A 13.11 Where losses arise as a result of you deliberately or with gross negligence failing to comply with any of the requirements to keep your Card or security details safe, your liability will not be limited to £35. You will be liable for all losses arising, subject to Clause A 13.12.

A 13.12 Except where you have acted fraudulently, you will not be liable for any losses arising:

- (a) where the loss or theft was not detectable by you before the unauthorised payment transaction was made;
- (b) after you have notified us of any loss or unauthorised use of your Card or security details;
- (c) where we have not provided you with a notification process for reporting the loss or theft of your Card or security details;
- (d) where insufficient levels of security checks required by relevant laws or

regulations were made relating to the payment; or

- (e) where the payment related to certain contracts made at a distance.

A 13.13 Subject to Clause A 13.5, within eight weeks from the date on which the funds were debited, you may make a request for a full refund if you used your Card to pre-authorise a payment (for example, at a hotel or if you hired a car) or you set up a SEPA Direct Debit and, in either case:

- (a) you did not specify the amount that you will pay; and
- (b) the actual amount charged to your Payment Account exceeds what you could reasonably have expected based on your previous spending history and the circumstances of the case, but excluding changes in the rate of exchange we apply to Card payments.

A 13.14 If you make a request for a refund under Clause A 13.13, you must give us any information we reasonably request. We may share this information with third parties investigating your claim. We will complete our investigations within ten BLUK Business Days of your claim (or within ten BLUK Business Days of receipt of the information we request) and then either refund you or tell you why we have refused your claim.

A 13.15 You will not be entitled to a refund in the following cases:

- (a) if the payment was outside of the EEA;
- (b) if you have directly given us your consent for the Payment Instruction to be carried out; and
- (c) if relevant, the information on the Payment Instruction was provided or made available to you either by us in accordance with these Main Terms or by the payee, at least four weeks before the due date.

A 13.16 We reserve the right to reverse the refund if, having completed our investigations, we discover that your request for a refund does not meet either or both of the conditions set out in Clause A 13.13.

A 14 MISTAKES, DELAYS AND LIABILITY FOR LOSSES

A 14.1 If a bank or building society tells us that

they have made a payment into your Account by mistake, we may subsequently deduct the relevant amount from your Account. We are obliged to cooperate with the payer's bank or building society and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so they can claim repayment. This information will include your name and contact address.

A 14.2 If we have carried out your Payment Instruction in accordance with the payment details you have given us under Clauses A 11.14, A 11.18 or A 11.19, then we will be deemed to have correctly carried out your Payment Instruction and we will not be liable for any losses you incur. Even where this is the case, however, we will still make reasonable efforts to recover the funds involved in the payment transaction. We may charge you a fee for doing this.

A 14.3 Clauses A 14.4 and A 14.5 below only apply if you are not a Large Business Customer. If you are a Large Business Customer, the provisions of Clause C 8 will apply.

A 14.4 If we do not process a Payment Instruction, to another bank in the EEA, fail to process it on time, or process it incorrectly (that is to say, not in accordance with the payment details you have given us), then we will be liable to you in accordance with Clause A 14.5. However, we will not be liable to you where:

- (a) you did not give us the correct payment details, as set out in Clauses A 11.14, A 11.18 or A 11.19;
- (b) if you tell us of any mistake, failure or delay after 13 months after the Payment Instruction was incorrectly carried out or was due to have been carried out;
- (c) if we can prove that the beneficiary's building society or bank received the correct payment at the correct time;
- (d) in the case of delayed payments, where we had reasonable grounds to delay processing your Payment Instruction in accordance with Clause A 15.1; or
- (e) where it was not possible for us to

process your Payment Instruction due to circumstances beyond our reasonable control, as set out in Clause A 29.

A 14.5 If we are liable to you under Clause A 14.4, then we will refund the amount of your loss arising from the mistake or delay without

undue delay. Our liability will be limited to:

- (a) the amount of the Payment Instruction;
- (b) the amount of any interest you should have received but did not receive; and
- (c) any interest or charges you have to pay as a result of our error.

A 15 REFUSAL OF A PAYMENT INSTRUCTION

A 15.1 We can refuse to carry out, or delay carrying out, any Payment Instruction if:

- (a) we reasonably consider that you did not authorise the Payment Instruction;
- (b) the Payment Instruction is not clear;
- (c) we reasonably believe that by carrying out the Payment Instruction we would break a law, regulation, code or other duty or agreement which applies to us;
- (d) we reasonably believe that carrying out the Payment Instruction may damage our reputation;
- (e) we reasonably believe that processing the payment would breach the terms and conditions of the Account;
- (f) you do not have sufficient cleared funds to make the payment and / or cover for any charge for making the payment and / or you have exceeded a limit that we have applied to your Account;
- (g) we reasonably consider that it is necessary for the purpose of prevention of a crime or if there is a risk that the origin of the transfer may be unlawful and that the handling of the funds or any onward transmission thereof may cause us or our officers to be in breach of any applicable code of conduct, law or regulation and/or held liable under a civil claim;
- (h) we reasonably believe that someone else may have rights over money in your Account (in this case we can ask – or require you to ask – a court what to do, or do anything else that we reasonably need to do);

- (i) LeumiLink® is unavailable due to security concerns (see Clause B 6.3);
- (j) you are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or Insolvency, or you have entered into a voluntary agreement with your creditors;
- (k) we intend to exercise our right of set off under Clauses A 7.5 to A 7.11; or
- (l) the payment cannot be made by one of the payment methods which we provide (for example BACS or CHAPS).

A 15.2 If you have a joint Account we may also refuse to carry out a Payment Instruction without the express authority of all joint Account holders (or on instruction from a court or ombudsman) if any one of the joint Account holders informs us of a dispute between you and them.

A 15.3 If we receive notice that one joint Account holder has become mentally incapable, we will not allow withdrawals, accept new Payment Instructions or an Instruction to close or switch the Account from the remaining joint Account holder from that time. We will only be able to make payments that were authorised before we received such notice until either an attorney or receiver is appointed to act for that person who is mentally incapable.

A 15.4 If we refuse to carry out a Payment Instruction, then unless it is unlawful for us to do so:

- (a) we will notify you by telephone or in writing at the earliest opportunity but no later than the day by which the funds should have been available to the payee; and
- (b) where possible, we will explain the reasons for the refusal. If the reasons relate to factual matters, we will also explain the procedure for rectifying those errors.

A 15.5 We may charge you if we refuse to carry out a Payment Instruction. Please see the relevant charges booklet for details.

A 15.6 In the event that we decide not to act on any such Instruction or require additional authorisation under Clause A 5.7, we shall

not be liable to you for any loss of whatever nature resulting from such refusal or delay.

A 16 YOUR ACCOUNT BALANCE

A 16.1 There are two types of Account balance; these are:

- (a) the *available balance* – the actual amount we owe you, or you owe us, each day on your Account. This includes cheques, once they have been paid by the bank on which they are drawn or once we have decided to treat them as available, and other payments once we have received cleared funds. Interest (where applicable) is calculated on the cleared balance; and
- (b) the *ledger balance* – the amount (including payments which may not have cleared) which we record on your statement, or tell you if at any time you ask for your Account balance.

A 17 STATEMENTS

A 17.1 Clauses A 17.2 and A 17.3 only apply if you are not a Large Business Customer. If you are a Large Business Customer then please refer to Clause C 9.

A 17.2 We will make available information to you about payments made into your Account at least monthly or more frequently if you have requested this. You can access this information by contacting your relationship manager. If you are a LeumiLink® user, statements and transaction information will be made available to you through LeumiLink®.

A 17.3 We will provide or make available statements to you setting out details of payments made out of your Account in the following ways:

- (a) if you are a LeumiLink® user and have already chosen for statements to be made available to you on LeumiLink®, then we will make these statements available to you on LeumiLink®; or
- (b) if you are not a LeumiLink® user, or if you are a LeumiLink® user and have not chosen for statements to be made available to you on LeumiLink®, then we will send these statements to you by post, unless you elect for them to be provided or made available to you in a different manner. Please contact us if

you would like to discuss these options further; and

- (c) if you hold an account with us for personal purposes, then, if a statement that we provide to you is a statement of fees, we will send the statement to you by post unless you elect for it to be provided in a different manner. Please contact us if you would like to discuss these options further.

Unless the statement is a statement of fees, we will provide or make available these statements to you at least once a month, unless you elect for them to be provided more frequently. Please contact us if you would like to discuss this option further.

- A 17.4 Fees and charges set out in documents that we provide or make available to you or in other communications will be denominated in pounds sterling unless we have agreed otherwise.
- A 17.5 We may not send you any statements setting out details of payments made out of your Account where the payment is a regular payment of interest, or a payment by cheque.
- A 17.6 If you do not receive Account statements at the agreed frequency, please notify us immediately.
- A 17.7 You should check your statements within a reasonable time of receiving them. If you become aware, or suspect, that any transaction was posted to your Account in error or was not authorised by you, you must notify us immediately. The information contained in your statement shall be deemed to be correct and you will be deemed to have accepted it unless you query it in writing within six years of the date of the statement.

A 18 CHARGES – GENERAL

Please note that the provisions set out in this Clause are relevant to all Customers. For Account-specific provisions in relation to charges, please refer to Parts C or D (as relevant) of these Terms and the charges booklet, which was provided to you when your Account was opened, which details the charges payable by you for the use of our banking services. You can also request a copy of the booklet from your relationship manager at any time, or alternatively, a copy can be found on our website: www.bankleumi.co.uk.

- A 18.1 Any costs, losses, charges, expenses, internal management costs and any professional fees reasonably incurred by us in relation to any facility or service that do not relate to a payment service which we provide to you (including any related security or guarantee), or which we may incur as a result of you not complying with the Terms of any facility or service, are payable by you on demand. All remuneration payable to us by you must be paid in full, free of all deductions and withholdings.
- A 18.2 We may introduce or change a charge for the reasons set out in Clause A 3.1, or in order to:
 - (a) reflect the cost of providing our services to our customers; or
 - (b) ensure that our business is run prudently and remains competitive.
- A 18.3 If we introduce or change a charge:
 - (a) that relates to payments made in or out of your Account, we will give you two months' notice. You can terminate the Account at any time before the changes come into effect. If you do not terminate the Account, you will be treated as having accepted the changes; and
 - (b) in relation to a cheque or other service that does not relate to payments (for example, a charge for a duplicate statement), and if it is a service that our Customers are likely to use on a frequent basis, we will give you 30 days' personal notice. If it is a service that our Customers are not likely to use frequently, or the change is to our Customers' advantage, we will just make the details of the change available on our website.
- A 18.4 If we introduce or change a charge, then you will then have a period of at least 30 days from the date of the notification during which you can close or switch your Account without:
 - (a) giving any period of notice;
 - (b) losing any interest up to the date of closure; or
 - (c) incurring any penalty.
- A 18.5 All information regarding any changes to our charges will also be available from our website - www.bankleumi.co.uk.

A 18.6 It is possible that taxes or costs may exist that are neither paid nor imposed by us,

A 19 OUR LIEN

In addition to any lien which arises under governing law, we shall have a lien over all securities and documents of title of any kind and other items (including cheques for collection) deposited with us (or our agents) by you (or on your behalf).

A 20 INTEREST RATES

A 20.1 You will receive interest at the rate applicable to your Account, if appropriate. Our current interest rates are available by contacting your relationship manager or on our website www.bankleumi.co.uk.

A 20.2 If you are using your Card to make a Payment Instruction (whether with a retailer or supplier, a bank or from an ATM) in a currency other than sterling, VISA will convert the amount of the Card Transaction into sterling at the applicable exchange rate on the day upon which it receives notification of the Payment Instruction in the UK.

A 20.3 We may vary our interest rates at any time for a valid reason, including the following non-exhaustive list of reasons:

- (a) following, or in anticipation of, a change in relevant law, regulation, code of practice or guidance or general banking practice;
- (b) to reflect the making of a relevant recommendation, requirement, or decision of any court, ombudsman, regulator or similar body;
- (c) to reflect any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any other institution that takes over responsibility for setting such a rate;
- (d) to reflect any change in the applicable base rate, or any rate that replaces it, as set by any other interest rate decision-making body or similar body outside of the UK;
- (e) to reflect any change or anticipated change in relevant interest rates charged or paid by other major banks or financial institutions in the UK or similar products;
- (f) to reflect changes or anticipated changes in costs associated with changes in relevant market conditions, relevant

technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing Accounts, services or facilities;

- (g) to reflect our internal policies on competitiveness, market share and/or profitability of our business as a whole, or in respect of a particular product or service;
- (h) to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend;
- (i) to reflect any reorganisation of our business; or
- (j) to reflect any event beyond our control.

A 20.4 We may vary your interest rate by giving you notice as follows:

- (a) if we increase the interest rate on your Payment Account, we will apply the change immediately, and make this information available within 30 days;
- (b) if we decrease the interest rate on your Payment Account, we will give you two months' advance notice. You can terminate the Account at any time before the changes come into effect. If you do not terminate the Account, you will be treated as having accepted the changes; and
- (c) if you have a Notice Deposit Account, the interest rate will change immediately in line with any change to the interest rate that it tracks (for example, LIBOR). We will publish information about the rate change on our website within 30 days of the change.

A 20.5 Interest is calculated on a daily basis, unless we have told you otherwise. If you have an Account which is a Fixed Term Deposit, the interest rate will be fixed at the beginning of the deposit term and interest will be paid at the end of the deposit term.

A 20.6 The following conditions apply in respect of an Account which is a Fixed Term Deposit:

- (a) when the term of your deposit ends, applicable interest will be credited to your Account and the balance will be automatically transferred into your Account; and
- (b) if you wish to make an early withdrawal, this will be at our discretion. Where we

allow you to make an early withdrawal, there will be an interest adjustment and you may incur an administration charge. Please refer to the charges booklet or applicable additional conditions relevant to the deposit.

A 20.7 All credit interest will be paid gross. If you are a tax payer you may have to pay additional income tax on your interest. We reserve the right to pass on to you the cost of holding any credit balances in your Account as a result of changes in relevant market conditions (including in the case of negative interest rates). We will advise you before we debit your Account with the first such payment. We will not exercise this right during the term of a Fixed Term Deposit but may do so upon rollover into another Fixed Term Deposit.

A 20.8 Interest on authorised borrowing will be charged and payable at the rate and intervals set out in the relevant facility letter. Interest will be calculated, compounded and charged (after as well as before any judgment) at our sterling base rate (as varied from time to time) plus 5% or, if interest on any relevant agreed facility is calculated by reference to one of our lending reference rates, at such reference rate (as varied from time to time) plus 5% on:

- (a) any borrowing not agreed in advance;
- (b) any borrowing which exceeds the limit set out in any relevant facility document; or
- (c) any facility or part facility in respect of which no basis has been specified for the calculation of interest.

A 20.9 In respect of any borrowing not agreed in advance or any borrowing which exceeds the limit set out in any facility document, we will charge you a fee. Please refer to the relevant charges booklet for details.

A 20.10 Our sterling base rate and our lending reference rates are displayed at our offices together with any notice of increase or decrease. You can also find those rates on our website - www.bankleumi.co.uk.

A 20.11 Where we publish interest rates on our website – www.bankleumi.co.uk these are for indicative purposes only. If you would like details of the current interest rates we

offer, you should contact your relationship manager.

A 21 BORROWING AND OTHER FACILITIES

A 21.1 Unless a facility document clearly is a committed term facility, all facilities are repayable on demand, which may be made by us at any time. Any reference in a facility document to a facility being available until, or reviewable at, a given date is indicative of our intention at the date of that document. We may, however, at our discretion, review the facility at an earlier date and withdraw or reduce it, or make it subject to further conditions.

A 21.2 The limits specified in a facility document for each facility and/or each Account must not at any time be exceeded. We will not be obliged to allow, or to continue to allow, any borrowing in excess of agreed facilities.

A 21.3 In working out whether any proposed withdrawal or borrowing would fall within agreed limits, we will, in calculating the existing balance on the Account, only have regard to receipts which have been cleared.

A 22 BONDS, GUARANTEES, LETTERS OF CREDIT ETC.

A 22.1 Where we have agreed to provide you with a facility (such as letters of credit, acceptance credits, bonds or guarantees) under which we will enter into obligations to third parties on your behalf, we shall have the right not to issue or enter into any letter of credit, guarantee, bond or undertake any obligation unless the Terms of the document setting out our obligation have been approved by us in advance.

A 22.2 **You agree to indemnify us against the full value of any liabilities, which we may incur at your request (such as letters of credit, acceptances, bonds or guarantees). You will, on demand, pay to us an amount equal to the full value of any such liabilities, whether they are contingent or future. We may hold any such payment in our own name and may use it to meet such liabilities. We may require you to execute a counter-indemnity in our standard form.**

A 22.3 Where we open a letter of credit (or other documentary credit) on your behalf, we will have a lien over, and you pledge to us, all

documents (and all goods represented by those documents and all proceeds of sale and all related insurance policies) which relate to the goods covered by that credit and which are in the possession of us or our agents as security for all your obligations to us.

A 23 FOREIGN EXCHANGE AND OTHER FACILITIES

- A 23.1 Save as set out in Clause A 23.2, unless the facility document provides otherwise, any spot or forward foreign exchange facilities, terminable indemnities, guarantees, negotiations, documentary credits, confirmed credits or non-account-based facilities which are detailed in any facility document are offered on the basis that there is no commitment on our part to enter into any such facility with you. We reserve the right at our absolute discretion to decide whether, and subject to what conditions, an utilisation may be made. No forward purchase or sale of any currency shall be made for speculative purposes without our prior written consent.
- A 23.2 Where you make a payment in a currency other than the currency in which your Account is denominated, or we receive a payment into your Account which is in a different currency from the currency in which your Account is denominated, we will convert the payment into the relevant currency using the spot rate of exchange selected by us at the time we carry out the conversion.
- A 23.3 Currency exchange rates change according to market movements each day and any changes will apply immediately. These changes are not controlled by us. Where we quote an exchange rate to you then, unless we state at the time that this rate is guaranteed, the rate will be for indicative purposes only and will not necessarily be the rate at which we carry out a currency conversion. You can check an exchange rate by calling us at the time you want to make a payment.
- A 23.4 Where we publish exchange rates on our website – www.bankleumi.co.uk these are for indicative purposes only. If you would like details of the current exchange rates we offer, you should contact your relationship manager.

A 24 SECURITY AND GUARANTEES

Any references in a facility document to security documents and guarantees shall (unless we specify otherwise) be references to our appropriate standard documents validly executed and delivered to us, together with such evidence as we may require to satisfy ourselves that they are legally binding. Unless otherwise agreed, any guarantee must cover all of your liabilities to us.

A 25 INVESTMENT SERVICES

Where we agree to provide investment services to you, such services will be governed by our separate Investment Terms of Business.

A 26 CLOSING YOUR ACCOUNT - GENERAL

- A 26.1 You can close or switch your Account at any time, unless there are any special conditions that apply to particular products.
- A 26.2 If you are a Large Business Customer and you have a Payment Account, we may terminate your Account immediately.
- A 26.3 In all other cases, if we wish to terminate your Account:
- (a) if you have a Payment Account, we will give you two months' personal notice in advance; or
 - (b) if have a Notice Deposit Account, we will give you 30 days' notice in advance, or the full notice period if that is longer;
- unless exceptional circumstances apply as explained in Clause A 26.5.
- A 26.4 On expiry of this notice period all amounts outstanding under any Account will become immediately due and payable by you and interest will continue to accrue on all debit balances at the interest rate(s) applicable to each respective facility until payment is received in full. Interest shall cease to accrue on any credit balances immediately on expiry of the notice.
- A 26.5 In addition to our rights under Clause A 26.3, we may take action to close your Account immediately in exceptional circumstances such as where we reasonably believe that:
- (a) we have a legal obligation to do so;
 - (b) we need to close your Account to respond to a bankruptcy notice or to respond to a request by a receiver in bankruptcy to

close your Account and send the funds to the receiver under his powers;

- (c) you have given us inaccurate information and, had we received accurate information, we would not have accepted your application;
- (d) you or someone else is using the Account illegally or for criminal activity;
- (e) you have behaved in a way that is threatening or abusive towards our staff;
- (f) you have been in serious or persistent breach of these Terms or any additional conditions which apply to an Account or facility, and you have failed to remedy that breach within a reasonable period after we have requested you to do this; or
- (g) it may leave us exposed to censure from government, a regulator or law enforcement agency.

A 26.6 If we or you close your Payment Account and you are in possession of a Card:

- (a) you will not be entitled to use the Card. As it is our property, we may ask you to return the Card to us; and
- (b) we may, at our sole discretion, and subject to our compliance with regulatory requirements, require you to maintain a minimum balance until the Card has been returned and we are satisfied that all outstanding transactions have been settled. This will normally be a maximum of 28 days from the date your Payment Account is closed.

A 27 WARRANTIES

Each party represents and warrants to the other that:

- (a) it has the capacity and authority to enter into and perform these Terms;
- (b) the making of and performance of these Terms does not conflict with any existing obligations of that party; and
- (c) once duly entered into, these Terms will constitute legal, valid and binding obligations.

A 28 COMMUNICATIONS

A 28.1 If we wish to communicate with you regarding our obligations under these Terms, we may contact you by post, telephone and/

or computer (which in these Terms includes e-mail and any form of electronic message made by any type of electronic device) using the latest address, telephone number or e-mail address you have given us. It is your responsibility to ensure that we have your current contact details. If you do not inform us promptly of a change to your details, the security of your information could be put at risk. Without prejudice to Clause A 8, if correspondence addressed to you is returned to us we may be entitled to hold that and all subsequent correspondence addressed to you and you may be responsible for any resulting loss and damage.

A 28.2 From time to time we may also make information regarding our obligations under these Terms available at our registered office or on our website.

A 28.3 You must also have a compatible device running a compatible Internet browser to receive notices and information from us in relation to your or our obligations under the Main Terms through LeumiLink®. Details of the best way to view LeumiLink® are set out on www.bankleumi.co.uk.

A 28.4 This paragraph does not apply in relation to a Payment Instruction. When we accept e-mails from you for general communication purposes, we will not have any responsibility to you for any loss or damage that you may suffer as a result of our failure to respond to an e-mail if:

- (a) we consider that your e-mail is unclear in any way;
- (b) we doubt the validity of your e-mail;
- (c) we are unable to receive your e-mail (and/or any attachments to it) due to a system error or rejection of your e-mail by our system; and/or
- (d) the individual to which you have sent the e-mail (or the individual that monitors the e-mail account to which you have sent the e-mail) is unavailable, which causes a delay.

A 28.5 In addition to the methods of communication set out in Clause A 28.1, we may give written notice or make demand for repayment of

any facility by hand, by post or by fax. If we do so, notice shall be validly served by hand if it is left at your home or in the case of business Customers at your registered office, or your principal place of business or handed to an officer of the company at any place. A notice or demand sent by post or by fax may be addressed to you at home, at your registered office or address or place of business or using the fax number last known to us and shall be deemed to have been received (in the case of service by post) on the first Working Day after posting and (in the case of service by fax) when sent. Any electronic communication will be effective only when actually received in readable form. Any electronic communication which becomes effective, in accordance with the preceding sentence, after 5.00pm in the place of receipt shall be deemed only to have become effective on the following Working Day.

A 29 FORCE MAJEURE

A 29.1 We will not be liable to you if we are unable to provide any service in connection with your Account, or for any act or omission on our part in providing any such service, as a result of:

- (a) abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary. We have given examples of "abnormal and unforeseeable circumstances" in Clause A 29.3; or
- (b) our having to comply with any legal or regulatory requirement.

A 29.2 We shall, however, minimise the effects of such failure to the extent reasonably possible, give notice and wherever practicable provide details of the "abnormal and unforeseeable circumstances" to you as soon as possible.

A 29.3 "Abnormal and unforeseeable circumstances" shall include, but are not limited to, such causes beyond our reasonable control and without our fault or negligence as are occasioned by acts of God, fire, floods, strikes, lock-outs, labour disputes, civil commotion, riots, acts of war, terrorism, acts of European Union or local government and parliamentary authority, the unavailability of data or information for or to update the

Online Service, equipment, communication line, Integrated Services Digital Network (ISDN), internet or telephone link and power failures or power shortages which affect us or the access to and use of the Online Service.

A 30 THIRD PARTY CONTRACT RIGHTS

No Term is intended for the benefit of any third party, and neither we nor you intend that any Term should be enforceable by a third party either under the Contract (Rights of Third Parties) Act 1999 or otherwise unless expressly stated otherwise in product specific Terms.

A 31 LAW AND JURISDICTION

A 31.1 The relationship between you and us, and these Terms (including any non-contractual obligations arising out of or in connection with these Terms), is governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.

A 31.2 If you are a Large Business Customer, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including without limitation non-contractual disputes or claims). It is agreed that the courts of England are the most appropriate and convenient courts to settle disputes or claims and neither party will argue to the contrary. This Clause is for our benefit only. As a result, we shall not be prevented from taking proceedings relating to any dispute or claim in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.

A 31.3 If you are not a Large Business Customer, the paragraph directly above shall not apply and the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including without limitation non-contractual disputes or claims).

A 31.4 If we choose not to exercise in full, or to delay exercising, any of our rights, powers or remedies arising under any facility document or otherwise, this will not prevent

us from exercising our rights in full at a later date should we choose to do so.

A 32 ALTERATIONS TO THESE TERMS FOR FOREIGN JURISDICTIONS

You acknowledge that the use of banking services in relation to your Account(s) in certain countries or states is subject to specific local legislation. You hereby agree to be bound by any supplementary conditions which it may be necessary to include in these Terms to take account of such legislation.

A 33 DORMANT ACCOUNTS

A 33.1 A dormant account is one in respect of which:

- (a) for 2 years you have not made any payment into or withdrawn any money from the Account; and
- (b) you cannot be traced after we have made reasonable attempts to do so.

A33.2 We participate in the Unclaimed Assets Scheme, established under the Dormant Bank and Building Societies Act 2008.

A33.3 If your Account has been dormant for at least 15 years, we may transfer balances of dormant accounts to Reclaim Fund Limited ("RFL"). RFL is a not-for-profit organisation authorised and regulated by the Financial Conduct Authority.

A 33.4 If your Account is dormant and we transfer any money in the Account to the unclaimed assets scheme at Reclaim Fund Limited, you will still have the right to your money after such a transfer. You should ask us for information about how to get your money back.

A 33.5 The transfer of money to the unclaimed assets scheme will not affect any entitlement that you may have to compensation under the Financial Services Compensation Scheme.

A 33.6 If your Account is dormant and if you contact us to ask us to re-open an Account, we will consider such a request in all the prevailing circumstances. We may either: re-open an Account for you and pay into it the money owed to you plus any applicable interest, payable at the prevailing market rate; or: we may repay to you the amount owed to you inclusive of interest accrued to the date of payment at the prevailing market rate.

A 34 REGULATORY INFORMATION AND COMPLAINT HANDLING

A 34.1 Bank Leumi (UK) plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our firm registration number is 139217. To find out more about us, please see the financial services register: www.fca.org.uk/register.

A 34.2 If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will investigate the matter and, if necessary, set about putting things right as soon as possible. Further information about our complaint handling process is available on our website www.bankleumi.co.uk. Alternatively, please contact your relationship manager or our Compliance Department on +44 (0)20 3772 1500.

A 34.3 We are a member of the Financial Ombudsman Service. If you make a complaint and are not satisfied with the outcome, you may be able to refer your complaint to the Ombudsman. You can find out more about the Financial Ombudsman Service by requesting information from our Compliance Department. Alternatively, you can contact the Financial Ombudsman Service by writing to Exchange Tower, London, E14 9SR or by telephone on 0800 023 4567 or 0300 123 9123, or from outside the United Kingdom on +44 (0)20 7964 0500. Details are also available from the website of the Financial Ombudsman Service: www.financial-ombudsman.org.uk.

A 34.4 If you are not eligible to refer your complaint to the Ombudsman, then you should be aware that we do not use any other dispute resolution provider.

A 34.5 You may also be able to submit complaints to the Financial Conduct Authority.

A 35 INFORMATION ABOUT US AND CONTACT DETAILS

A 35.1 Bank Leumi (UK) plc is a company registered with the Registrar of Companies for England and Wales (company number: 640370). Our registered and head office is 20 Stratford Place, London, W1C 1BG. Our telephone number is +44 (0)20 3772 1500 and our fax number is +44 (0)20 3772 1501.

PART B LEUMILINK® TERMS

This Part B governs the provision of the Online Service provided by us to enable you to use internet services to access and use selected bank Accounts and other services and facilities.

The appropriate privacy notice on how we Process Personal Data is available here: <https://www.bankleumi.co.uk/>. You will need to familiarise yourself with it if you are a Large Business Customer or a Premier Banking Customer acting in your individual capacity and are not a legal entity.

If you are a Large Business Customer or a Premier Banking Customer acting as a legal entity, you will need to ensure the Data Subjects familiarise themselves with the privacy notice in line with Clause A 8 of the Main Terms.

You agree that the Online Service provided to you will be subject to the Terms (including these LeumiLink® Terms).

B 1 GENERAL OBLIGATIONS

B 1.1 Subject to your compliance with the Customer Pre-Requisites, any instructions issued by us and the procedures set out in these Terms, User Tools and any other document provided to you relating to the Online Service (as updated from time to time and acceptance by the Customer of any update shall be deemed by your continued use of the Online Service), we will use our reasonable efforts to make the Online Service available in accordance with these Terms.

B 1.2 You undertake that the Corporate Administrator(s) and Registered User(s) will, at all times, only use the Online Service in accordance with your approval and with the Terms (including these LeumiLink® Terms) including any variations, additions or amendments as notified to you from time to time.

B 1.3 You undertake that you will:

- (a) at all times comply with the Security Measures;
- (b) use the Online Service only for the purposes notified to you and in accordance with the User Tools, Bank Message and/or other instructions from us;
- (c) not use the Online Service after any notification of cancellation or withdrawal of the Online Service has been given to you either by us or by any person acting on our behalf;

- (d) treat as confidential and maintain the confidentiality of the Security Measures;
- (e) instruct all Registered Users and Corporate Administrators to comply with the Security Measures;
- (f) immediately notify us if any Registered User or Corporate Administrator ceases to be an authorised person, or leaves you, or if your address changes and make such changes as far as possible in the administration section of the Online Service;
- (g) not access or attempt to access our internal network or the resources or information of our other Customers;
- (h) neither link or frame (or make any other connection to) or permit anyone else to link or frame (or make any other connection to) any part of the Online Service to or within any third party's website nor link any third party website to or within any part of the Online Service;
- (i) make reasonable efforts to ensure that the Online Service is only accessed by Registered Users and Corporate Administrators to prevent unauthorised and/or erroneous Instructions; and
- (j) adhere to these LeumiLink® Terms and any variations, additions or amendments notified to you from time to time.

B 1.4 You undertake that you will procure that each Registered User and Corporate Administrator:

- (a) observes and performs the conditions of use of the Online Service set out in these LeumiLink® Terms;
- (b) immediately notifies you and that you will notify us if there has been a failure to comply with the Security Measures;
- (c) shall not use the Online Service for illegal purposes; and
- (d) shall not use the Online Service if they or you are in a jurisdiction or if they or you are a company or person restricted or prohibited under trade controls or sanctions regimes of the European Union, United States of America, United Kingdom or Switzerland and the respective governmental authorities or agencies of any of the foregoing.

- B 1.5 It is recommended that Registered Users change their Security Codes regularly and not less frequently than may be stipulated in the User Tools.
- B 1.6 You undertake to immediately notify us if any matter under Clause B 1.3 or B 1.4 arises and is reported to you.
- B 1.7 You acknowledge that our supply to you of the Online Service and related technical information, documents and materials is subject to European Union and United States of America export control and trade sanctions laws and regulations, including but not limited to the European Union dual-use regulations, European Union financial sanctions, the United States of America export administration regulations and the United States of America Office of Foreign Assets Control trade sanctions regulations, in effect from time to time ("Trade Controls"). You further acknowledge the existence of such laws and limitations and agree to:
- (a) comply strictly with the legal requirements established under the Trade Controls only to the extent that you have been informed of any such specific requirements by us; and
 - (b) co-operate with us in any official or unofficial audit, inspection or investigation that relates to the Trade Controls (only to the extent permissible by law and regulation applicable to you).

B 2 THE ONLINE SERVICE

- B 2.1 The Online Service enables you in a Secure electronic environment to access a range of services and perform a number of tasks, including access Account(s) and a range of services including without limitation making Payment Instructions by electronic means (via the internet) as permitted by us (at our sole discretion).
- B 2.2 Nothing in the LeumiLink® Terms affects your right to operate your Account in accordance with the existing Terms of that Account.
- B 2.3 You acknowledge that we may engage a Third Party Supplier to deliver all or part of the Online Service to you.
- B 2.4 We may prepare, review and/or audit reports of your usage of the Online Service to ensure compliance with your obligations under the LeumiLink® Terms.
- B 2.5 You undertake to not use the Online Service for any unlawful or immoral purpose, including any illegal gambling or gaming purposes.
- B 2.6 We can only act on an Instruction that is not a Payment Instruction during our hours of operation and in accordance with the User Tools and/or on the Online Service (as amended from time to time).
- B 2.7 Instructions, notices and information provided or obtained through the use of the Online Service in accordance with the Terms shall have the same status as between you and us as if contained in an instrument in writing signed on behalf of the party transmitting it and addressed to the party receiving it.
- B 2.8 If you believe or have reason to believe that content or information accessed or received by you in connection with your use of the Online Service is not intended for you, you shall promptly notify us and forthwith delete any record of the information, not access it further and undertake not to divulge to any other party that information or the fact that any such information has been accessible or received.
- B 2.9 Each party undertakes to notify the other as soon as reasonably practicable if it becomes aware or suspects that there has occurred any failure or delay in receiving any Instruction, programming error, transmission error, defect or corruption of any Instruction and to co-operate with the other party in trying to remedy the same.
- B 2.10 It is your responsibility to check that the Account balances and all other information accessed via the Online Service correspond with paper statements and all other Account information provided by us to you from time to time.
- B 2.11 In the event that you wish to effect Instructions in respect of an Account not held in your name, you shall procure that such Account holder agrees to be bound by these LeumiLink® Terms and to disclosure being made of the details of their Account to you and us in a form provided to and accepted by us from time to time. **You agree to indemnify us for any claims that such Account holders may make for breach of confidentiality.**

B 3 CHANGES TO THE ONLINE SERVICE

- B 3.1 If we make a change to the Online Service or these LeumiLink® Terms, then to the extent that the change does not relate to the operation of your Account or payments made to or from your Account, we will make reasonable efforts to give you 30 days' advance notice.
- B 3.2 We may make any change immediately if we are required to make an urgent change to the Online Service or these LeumiLink® Terms to protect the security of the Online Service or to comply with any relevant legal requirement. If we do this, we will notify you that we have made the change as soon as reasonably practicable afterwards.

B 4 SECURITY

- B 4.1 The login procedure, which involves a User ID, Security Codes and Security Device, is designed to aid the security of the Online Service.
- B 4.2 You shall take reasonable care to ensure that unauthorised access to the Online Service is prevented.
- B 4.3 We have adopted Security Measures and provided you with security details only for the purposes of verifying Payment Instructions as being yours and not for detecting errors in the content of the Payment Instructions. We cannot guarantee that our monitoring and analysis procedures will identify all possible intrusions that our Online Service may encounter.
- B 4.4 You agree to adopt the appropriate security measures, which may include Security Measures in a pro-active manner. You will use all reasonable endeavours to implement and enforce any appropriate security measures, which may include Security Measures, in consideration of your business and your day-to-day commercial practices (which you know best), including keeping the Security Measures confidential to prevent unauthorised Instructions or errors. It is your responsibility to maintain and monitor your own hardware and software to ensure that it is not contaminated by malware, such as viruses, worms, "Trojan horses", and other contaminants or containing any codes or Instructions that may or will be used to access, modify, delete, corrupt, deteriorate,

alter or damage any data, files or other computer programs.

- B 4.5 You agree to use security measures, including the Security Measures, which are appropriate for your intended use and without limitation, that you are responsible for the installation and maintenance of appropriate and up-to-date browsers, firewalls and anti-virus software.
- B 4.6 If you are a Large Business Customer, you acknowledge that you are solely responsible for establishing and applying adequate security systems and procedures for monitoring all use of or access to the Online Service. You agree that you will make all reasonable efforts to ensure that any person using the Online Service is doing so within the limits of his authority and that no Payment Instructions have been effected which would indicate that unauthorised persons are in possession of the Security Codes.
- B 4.7 You acknowledge and accept the extensive ability and control available to you to use the Online Service on your behalf and you must ensure that neither you or your Registered User(s) do anything during or after the termination of the Online Service provided pursuant to the LeumiLink® Terms which may result in the security of the Online Service, the Online Service itself or the security of Personal Data of Data Subjects disclosed to us, or the security of any other Customers being compromised. For the avoidance of doubt this includes (without limitation):
- (a) accessing the Online Service but leaving it open for unauthorised users to access; and
 - (b) using the Online Service via a computer or other such device without first ensuring that it is secure (such as at an internet cafe or such other public places where internet access can be used to access and use the Online Service).
- B 4.8 If you are using your Account for business purposes, then prior to the provision of the Online Service to you, you shall notify us in writing or any other format requested by us of the name and address of the Registered User(s) or Corporate Administrator(s) to whom we are to send the Security Codes, Security Devices and any other information relating to use of the Online Service. We will remain authorised to send the Security Codes

and other such information to that/those person(s) until you notify us to the contrary in writing. You will provide such evidence of your authority to nominate the Corporate Administrator(s) and Registered User(s) as we may require.

- B 4.9 We shall not be liable for any loss arising directly or indirectly from your use of any software (including but not limited to software which stores passwords) communication link, user guide or other information/media not specifically referred to in these LeumiLink® Terms or supplied/recommended by us.

B 5 INTELLECTUAL PROPERTY RIGHTS

- B 5.1 We own or are licensed to use the names Bank Leumi (UK), Bank Leumi (UK) plc and LeumiLink® and to all the material used in the provision of the Online Service and permit you to copy the User Tools solely for the purposes of the Online Service under these LeumiLink® Terms.

- B 5.2 We grant you, for the duration of these LeumiLink® Terms a non-transferable, non-exclusive, worldwide, royalty free licence to access and use our information, User Tools, know-how relating thereto, trademarks, patents, copyrights, design rights (whether registered or unregistered), database rights, all other intellectual property rights and any material or content in the Online Service (collectively known as Intellectual Property) solely to the extent necessary to access and use the Online Service in accordance with these LeumiLink® Terms with no power to grant any sub-licence or sub-licences in respect of such licence.

- B 5.3 You grant us a perpetual, irrevocable, non-exclusive, worldwide, royalty free licence to use all information provided by you to us in using the Online Service. Without prejudice to Clause A 8, you consent to us using the information (including company name, individual contact at the company, company address, trading habits) we obtain from you for the purposes of carrying out the activities contemplated by these LeumiLink® Terms.

- B 5.4 You undertake not to copy, reproduce, publish, distribute, sell, exploit or otherwise part with or make any other use of the Intellectual Property nor to authorise, enable or assist any third party in doing so, except to

the extent required by law.

- B 5.5 You undertake not to delete or alter or attempt to delete or alter any proprietary or copyright notices or trade mark(s) or trade mark notices appearing on the Online Service, User Tools or any materials furnished to you under these LeumiLink® Terms.

- B 5.6 You acknowledge that all rights in the Intellectual Property are, and shall remain, vested in us and agree not to infringe, challenge or call into question our rights in the Intellectual Property nor to do or permit anything to be done which may reflect badly upon or be detrimental to the Intellectual Property or which may be inconsistent with or damage our good name, reputation and image. You agree to inform us immediately if you become aware of any third party activity which infringes or threatens to infringe the Intellectual Property.

- B 5.7 **You agree to indemnify us from and against any losses, damages, costs, charges, expenses and other liabilities (including, without limitation, reasonable legal fees), incurred or awarded against us as a result of, or in connection with, your use of the Intellectual Property otherwise than in accordance with these LeumiLink® Terms.**

B 6 ACCESS AND USE

- B 6.1 Your access to and use of (in either whole or part) the Online Service will be determined at our sole discretion.

- B 6.2 We reserve the right to modify access to the Online Service at any time. However, should it be necessary to modify the Online Service for any reason, including the need to maintain the integrity and/or security of the Online Service, wherever possible, we will notify you.

- B 6.3 In the event of any breach of the security of the Online Service, we may disconnect the Online Service from the internet and/or your systems. We shall, in any event and without liability, disconnect the Online Service from your systems if we believe that such action is advisable for the protection of the Online Service and/or your system. In such an event, we shall notify you of the disconnection as soon as practical. If the breach of security is due to your failure to implement the Security

Measures we will be entitled to suspend your access to the Online Service until we are satisfied that the security failure has been remedied.

- B 6.4 A Bank Message may be used to advise you of the availability of the Online Service.
- B 6.5 You undertake to access and use the Online Service, the User Tools and all other materials supplied to you by us in connection with these LeumiLink® Terms only for the purpose of using the Online Service in accordance with the Terms (including the LeumiLink® Terms) and you acknowledge that any other use of the Online Service or any other materials supplied by us to you shall be deemed to be a breach of these LeumiLink® Terms.
- B 6.6 We may use cookies on the Website and to enable us to provide the Online Service. Switching off or "opting out" of the use of cookies will mean that Registered Users may not be able to use certain features of the Website and the Online Service. We shall not have any responsibility to you for any loss or damage that you may suffer as a result of any inability or delay in your ability to use the Online Service or any functionality of the Online Service (including that relating to Instructions and payments) resulting from cookies being disabled. You can find out more information about the cookies we use by reading the cookies policy on the Website.
- B 6.7 You understand and agree that:
- (a) new technology, configuration changes, software upgrades and routine maintenance, among other items, can create new and unknown security exposures; and
 - (b) computer "hackers" and other third parties continue to employ increasingly sophisticated techniques and tools, resulting in ever-growing challenges to individual computer system security and that consequently, without prejudice to Clause A 8, our performance as described in these LeumiLink® Terms does not constitute any representation or warranty by us about the security of the Online Service, including any representation or warranty that Online Service is safe from intrusions, viruses, virus threats or any other security

exposures, or that the Online Service will identify all security vulnerabilities,

however, we will monitor emerging computer security threats using Good Industry Practice and advise you of any additional Security Measures which we would recommend generally against new security threats.

B 7 EQUIPMENT

- B 7.1 The Digipass® and any other Security Device provided you by us shall, at all times, remain our property.
- B 7.2 You are responsible for access to the Website through your own internet service provider and equipment that meets the specifications provided to you in the User Tools. Subject to the provisions of the Main Terms, we are not responsible for any errors or failures that arise from any malfunction of your equipment or any costs associated with your equipment or the provision of services from your internet service provider.

B 8 CONFIDENTIALITY

- B 8.1 You agree at all times to treat and maintain as strictly confidential the Personal Data, User Tools and any other property, material or other information (including, without limitation, the methodology in the use of the Online Service) furnished to you hereunder by us whether verbally, in writing or electronically and you shall not and shall procure that the Corporate Administrator(s) and Registered User(s) shall not demonstrate or otherwise show, describe or make available the operation of the Online Service or the User Tools (including any supporting documentation) to any third party without our express prior written consent.
- B 8.2 This Clause shall continue in force notwithstanding the termination of the Online Service provided pursuant to the LeumiLink® Terms.

B 9 WARRANTIES AND INDEMNITIES

- B 9.1 We will make reasonable efforts to ensure that the Online Service will perform in substantially the same way as described in these LeumiLink® Terms. We will take reasonable precautions to maintain the security of the Online Service.
- B 9.2 Without prejudice to Clause A 8, whilst every

effort is made to ensure that no data, including Instructions, are lost from the system this cannot be guaranteed. Further, once you delete data from the Online Service it cannot be retrieved. Accordingly, it is your responsibility to establish and maintain whatever back-up data you believe necessary for your business needs.

- B 9.3 You agree that we shall have no liability, without prejudice to Clause A 8,
- (a) for any provision of security-related services or advice that we may voluntarily provide outside the scope of these LeumiLink® Terms; or
 - (b) any third party disruptions to the Online Service.
- B 9.4 **You agree to indemnify us (and any Third Party Supplier) and keep us (and any Third Party Supplier) indemnified against any damages, penalties, costs and expenses which may be awarded by a court against us (or any Third Party Supplier) or the amount of any settlement agreed by us (or any Third Party Supplier) as a result of any claim or action brought against us (or any Third Party Supplier) to the extent that the claim is that our (or any Third Party Supplier's) possession or use of the Content by its completion, amendment or alteration by you is Unlawful Content.**
- B 9.5 The provisions of this Clause B 9 are in addition to and not in substitution for the provisions of your Mandate (from time to time).

B 10 DISCLAIMER OF WARRANTY

The warranties set out in Clause B 9 are the only warranties made by us in respect of the Online Service. We do not warrant that the Online Service will meet your specific requirements. Subject to Clause B 9, we make no warranty of any kind, either express or implied, with respect to the use of the Online Service. We disclaim any and all statutory or otherwise implied warranties, including of quality, satisfactory quality or fitness for a particular purpose to the maximum extent permissible by law. Subject to these LeumiLink® Terms and the Main Terms, you assume the entire risk as to the availability, quality and performance of the Online Service.

B 11 LIABILITY

- B 11.1 We shall use all reasonable endeavours to provide the Online Service in accordance with

these LeumiLink® Terms and to ensure that all information available through the Online Service is accurate.

- B 11.2 **This Clause only applies to Large Business Customers. Unless incurred or suffered as a result of the negligence or wilful default of the Bank, you shall be responsible for and you agree to indemnify and to keep us indemnified on demand from and against all costs, losses, claims, damages and demands which may be incurred or suffered directly or indirectly by us as consequence of:**
- (a) **your use of the Online Service otherwise than in accordance with these LeumiLink® Terms and/or the User Tools;**
 - (b) **the delay or non-arrival of Instructions that are not Payment Instructions sent by you to us;**
 - (c) **any failure by you (which includes, without limitation, by your Corporate Administrators and Registered Users) to comply with any of these LeumiLink® Terms;**
 - (d) **the use of the Online Service, except in relation to Payment Instructions, by any unauthorised person or entity, providing such unauthorised use is as a result, directly or indirectly, of an act or failure to act on your part, or on the part of your Corporate Administrator or Registered User; and**
 - (e) **except to the extent that they relate to Payment Instructions, any claims or demands made against us by your customers or clients for whom you operate designated Accounts using the Online Service providing any such claims or demands are made as a result, directly or indirectly, of an act or failure to act on your part.**
- B 11.3 We expressly exclude liability for indirect or consequential loss or damage which may arise out of or in connection with the performance or purported performance of or failure in performance of our obligations under these LeumiLink® Terms or the use of the Online Service and for loss of or corruption to data (except for the Personal Data of the Data Subjects disclosed to us by you), loss of profit, business, revenue, goodwill or anticipated savings even if we were aware of the possibility that such loss or damage could

occur, which may arise out of or in connection with your use of any part of Online Service or you entering into these LeumiLink® Terms.

- B 11.4 The Online Service is subject to planned and unplanned maintenance work. In particular, we reserve the right to perform unscheduled and emergency maintenance work at any time to maintain security, data network connectivity and/or a component of the Online Service. Whilst every effort will be made to minimise the impact of the maintenance work on the Online Service, the hours of operation of the Online Service may be affected and we accept no liability arising from the non-availability of the Online Service.
- B 11.5 The provisions of this Clause B 11 are in addition and without prejudice to any other specific provisions excluding our liability under these LeumiLink® Terms.
- B 11.6 You shall notify us immediately of any errors contained in the information we obtain through any part of the Online Service. Except as provided for in the Main Terms, if you are aware of errors or an error which you fail to relay to us, you will be liable for any losses which we incur as a result of your failure to relay information about those errors or that error.
- B 11.7 Nothing in these LeumiLink® Terms and in particular within this Clause B 11 shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.
- B 11.8 You agree that the limitations and exclusions set out in these LeumiLink® Terms are reasonable having regard to all the relevant circumstances, and the levels of risk associated with our obligations under these LeumiLink® Terms.
- B 11.9 You shall take all reasonable steps to mitigate your loss arising in relation to any claim or action (whether for negligence, breach of contract or otherwise) which you bring against us.
- B 11.10 Nothing in these LeumiLink® Terms shall exclude any liability we may owe to you under the Financial Services and Markets Act 2000 and rules made under it.

B 12 TERM AND TERMINATION

- B 12.1 We may terminate the Online Service provided pursuant to the LeumiLink® Terms without prior notice to you on the occurrence of any or all of the following events:
- (a) on the termination, expiry or closure of your Account or Accounts with us in respect of which the Online Service is provided;
 - (b) if you breach any of your obligations under these LeumiLink® Terms;
 - (c) if you through your use of the Online Service or otherwise, misuse your Account or Accounts with us for the purposes of or relating to any conduct which is or may be unlawful or a criminal offence;
 - (d) you becoming Insolvent or being subject to Insolvency Proceedings in any jurisdiction in which you are incorporated, resident or carrying on business; or
 - (e) the occurrence of an event described in Clause A 29.1.
- B 12.2 In all other cases we may terminate your access to the Online Service by giving you no less than 30 days' notice to you in writing. If we do this, you may make payments from your Account through other means.
- B 12.3 You may terminate your use of the Online Service by giving us no less than 30 days' notice in writing.
- B 12.4 Wherever practicable we will give you reasonable notice before terminating or suspending the Online Service, and where the reason for termination falls under Clause B 12.1 and the breach is capable of remedy, we may, in our sole discretion, allow you a reasonable opportunity to remedy such breach.

B 13 CONSEQUENCES OF TERMINATION

- B 13.1 Within 14 days following the date of termination of the provision of all or part of the Online Service you shall return to us in good condition the User Tools and all materials supplied to you by us in connection with the terminated part of the Online Service provided pursuant to the LeumiLink® Terms or with these LeumiLink® Terms (as the case may require) and any copies thereof.

B 13.2 Termination of all and/or part of the Online Service shall not affect any action required to complete or implement Payment Instructions which were sent by means of the Online Service before such termination if the Bank, in its absolute discretion, decides to complete or implement any such Payment Instructions.

B 13.3 Termination will not affect the rights and remedies of either party accrued prior to the date of termination nor will it affect any provision of these LeumiLink® Terms under which such rights and remedies accrued. Further, after termination you will maintain the confidentiality of the Online Service, security details and Security Measures.

B 13.4 All rights and obligations of the parties shall cease to have effect immediately upon termination of the Online Service provided pursuant to the LeumiLink® Terms except that termination shall not affect the accrued rights and obligations of the parties under those clauses in the LeumiLink® Terms which are expressed to survive termination.

B 14 COMMUNICATION BY TEXT MESSAGE

B 14.1 In accordance with your indicated preference on your Account opening Mandate and Application Form and where you have provided consent, we may send you text messages:

- (a) in relation to the verification, authentication and identification of you, your Account or your security details;
- (b) where an unarranged overdraft has arisen on your Account;
- (c) if there is an insufficient available balance in your Account to meet payments due to be made that day; or
- (d) for other purposes which we may notify you of from time to time.

B 14.2 Once you have opted-in, you can chose not to receive text messages at any time by opting-out online via LeumiLink® or by contacting us directly (please see our contact details at Clause A 35).

B 14.3 It may not be possible for us to send you text messages on every occasion specified above (if, for example, we are updating our systems) and you must continue to monitor your Account carefully yourself.

B 14.4 We will send text messages in accordance with the above, to the most recent mobile number we hold. You must inform us as soon as possible if your contact details change.

B 14.5 If you are outside of the UK some mobile network operators may charge you for receiving text alerts.

PART C CORPORATE FINANCE – TERMS

In this Part C these Corporate Finance Terms explain our obligations to you and your obligations if you are a Large Business Customer. They apply to such Account(s) you hold with us and the services we provide in connection with your Account(s) and must be read in conjunction with the Main Terms and any additional conditions relating to a particular service or facility provided to you by us.

The appropriate privacy notice on how we Process the Personal Data of Data Subjects is available here: <https://www.bankleumi.co.uk/>. Large Business Customers will need to ensure the Data Subjects familiarise themselves with the privacy notice in line with Clause A8 of the Main Terms.

We may discuss with you your borrowing needs in relation to underlying transactions and requirements but such discussions are strictly on the basis that we do not give advice on the underlying transactions or on the suitability of any facilities that we provide. You should obtain independent advice on any underlying transactions for which we provide finance and on the suitability for your needs of the facilities provided.

C 1 OPENING YOUR ACCOUNT

Before an Account can be opened, you will need to complete the relevant Account opening form(s) and Mandates, and provide us with the identification and proof of address documents specified on the form(s) and any other documents as we may require from time to time.

C 2 MAKING A PAYMENT INSTRUCTION

C 2.1 Subject to the provisions of this Clause, we will act in accordance with the authority contained in the Mandate for your Account unless it is cancelled by you, or treated as cancelled by operation of law.

C 2.2 You agree to ensure that all Instructions to us are appropriately and fully authorised by you.

C 2.3 Receipt by us of an Instruction shall constitute an unconditional authority from you to us to carry out the Instruction. You authorise us to act upon all Instructions without taking any steps to ensure the authenticity of Instructions, notwithstanding that such Instructions may conflict with or are in any way inconsistent with any other Instruction received by us from you.

C 2.4 If you wish to make a Payment Instruction by telephone, fax, e-mail, or using LeumiLink®, you must first complete an indemnity form, for telephone, fax and e-mail Payment Instructions (authorisation).

C 3 REFUSING YOUR PAYMENT INSTRUCTION

C 3.1 We shall not be liable for any loss or damage which you may incur as a result of our seeking clarification of Instructions or our decision not to carry out Instructions where clarification cannot be obtained to our satisfaction.

C 3.2 If correspondence addressed to you is returned to us unopened or if your Account is dormant for a period of 12 months we may require you to fulfil our Account opening formalities for a new Account before acting on your Instructions.

C 4 UNAUTHORISED TRANSACTIONS

C 4.1 This Clause should be read alongside Clauses A 13.2 to A 13.6 of the Main Terms. Unless incurred or suffered as a result of the negligence or wilful default of the Bank, you shall be responsible for and you agree to indemnify and to keep us indemnified on demand from and against all costs, losses, claims, damages and demands which may be incurred or suffered directly or indirectly by us as consequence of:

(a) the delay or non-arrival of Payment Instructions sent by you to us;

(b) any failure by you (which includes, without limitation, by your Corporate Administrators and Registered Users) to comply with any of these LeumiLink® Terms;

(c) the use of the Online Service in relation to Payment Instructions, by any unauthorised person or entity, providing such unauthorised use is as a result, directly or indirectly, of an act or failure to act on your part, or on the part of your Corporate Administrator or Registered User; and

(d) in relation to Payment Instructions, any claims or demands made against us

by your customers or clients for whom you operate designated Accounts using the Online Service providing any such claims or demands are made as a result, directly or indirectly, of an act or failure to act on your part.

C 5 CHARGES – CORPORATE FINANCE CUSTOMERS

Please note that these Terms should be read in conjunction with the Main Terms relating to charges (as contained at Clause A 18).

C 5.1 We may vary our charges from time to time. We will notify you in writing at least one month prior to us increasing our charges or introducing a new charge.

C 5.2 Unless we indicate otherwise in writing, any fees quoted for the provision of a facility or service will be exclusive of all legal, valuation and other expenses which we may incur in connection with the provision of that facility (including any associated security) or service. We shall be entitled to deduct from your Account our standard fee or commission for any facilities or services that we provide.

C 6 CLOSING YOUR ACCOUNT – CORPORATE FINANCE CUSTOMERS

Please note that these Terms should be read in conjunction with the Main Terms relating to closing your Account (as contained at Clause A 26).

C 6.1 If we terminate your Account with us, then immediately on the termination coming into effect, all amounts outstanding under any Account or facility will become immediately due and payable by you and interest will continue to accrue on all debit balances at the interest rate(s) applicable to each respective facility until payment is received in full. Interest shall cease to accrue on any credit balances immediately on expiry of the notice.

C 6.2 If you terminate your relationship with us you must repay all amounts that you owe and obtain a release (or counter indemnification to our satisfaction) for all contingent obligations we may have incurred

on your behalf.

C 7 OUR RIGHTS OF "SET OFF" AND "COMBINATION"

C 7.1 If any Accounts you hold with us are in credit and you have failed to pay us any amount which you owe on any other Accounts you hold with us anywhere (including any loan or card Accounts and those in different currencies) or otherwise under any facility or agreement you have with us, we may use the money you hold with us to reduce or repay the amount which you owe us. This is called our right of "set off". We may also set one of your Accounts against another of your Accounts to determine how much you owe us. This is called our right of "combination". We may (and you irrevocably authorise us to) use this money to buy such other currencies at our spot rate as may be necessary in order for us to exercise any right of set off or combination we may have.

C 7.2 We can use our right of set off or combination in respect of Accounts which are in your sole name and Accounts which are in the joint names of you and another person to reduce or repay amounts owed by you or that person in your sole name or jointly.

C 7.3 We can use money you have in your Account(s) to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.

C 7.4 We will not use our right of set off or combination against any money which we hold in an Account in your name which you have advised us is not yours. We will also not use our right of set off or combination against any money which we are required to hold by law in an Account in your name for someone else.

C 7.5 We can use our right of set off or combination without telling you in advance.

C 8 OUR LIABILITY TO YOU AND YOUR LIABILITY TO US

- C 8.1 If you deny having authorised an executed payment transaction or claim that a Payment Instruction has not been correctly executed or the execution was late or delayed and we dispute this, then our records shall be conclusive of the issue.
- C 8.2 If we agree with you that we have executed a payment transaction that was not authorised, or there has been any failure, delay or error in carrying out your Payment Instruction, then we will be liable to you for any loss, injury or damage arising from this defect. Our liability will be limited to the lower of:
- (a) the amount of such loss, injury or damage; and
 - (b) the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error.
- C 8.3 We will not be liable to you in any circumstances for:
- (a) loss of business, loss of goodwill, loss of opportunity, loss of profit; or
 - (b) any type of special, consequential or indirect loss whatsoever.
- C 8.4 Nothing in these Terms and in particular within this Clause C 8 shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.
- C 8.5 If you breach any of these Terms, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as the amount outstanding on any facility we have made available to you, or any fees for our services that you have not yet paid).

C 9 STATEMENTS

We will send you a statement of Account at the frequency agreed at the Account opening stage unless you have advised us in writing that you do not wish to receive such statements. If you would like to change your statement frequency, please contact your relationship manager. If you are a LeumiLink® user, statements will be made available to you electronically.

PART D PREMIER BANKING - TERMS

In this Part D these Premier Banking Terms explain our obligations to you and your obligations to us if you are not a Large Business Customer. They apply to such Account(s) you hold with us and the services we provide in connection with your Account(s) and must be read in conjunction with the Main Terms and any additional conditions relating to a particular service or facility provided to you by us.

The appropriate privacy notice on how we Process Personal Data is available here: <https://www.bankleumi.co.uk/>. You will need to familiarise yourself with it if you are our Premier Banking Customer acting in your individual capacity and are not a legal entity. If you are our Premier Banking Customer acting as a legal entity, you will need to ensure the Data Subjects familiarise themselves with the privacy notice in line with Clause A 8 of the Main Terms.

D 1 OPENING YOUR ACCOUNT

Before an Account can be opened, you will need to complete the relevant Account opening form(s) and Mandates, and provide us with the identification and proof of address documents specified on the form(s) and any other documents.

D 2 YOUR AUTHORITY

- D 2.1 Subject to the provisions of this Clause, we will act in accordance with the authority contained in the Mandate for your Account unless it is cancelled by you, or treated as cancelled by operation of law.
- D 2.2 If correspondence addressed to you is returned to us unopened or if your Account is dormant for a period of 12 months we may require you to fulfil our Account opening formalities for new Accounts before acting on your Instructions.
- D 2.3 In the event of your death, we may require a grant of probate or grant of representation before releasing the money in your Account to your personal representative(s).

D 3 INFORMATION ABOUT JOINT ACCOUNTS

- D 3.1 The liability of joint Account holders is joint and several. This means that each of you is separately responsible to us for the

performance of all the obligations of the Account holders, and not just a share of them.

- D 3.2 If we receive evidence of the death of one of the joint Account holders, we will transfer the Account into the name of the remaining Account holder(s) who will have authority to instruct us to pay to them any credit balance, subject to the provisions of the Mandate and to any rights which we or any third party may have (for example, a beneficiary under the will of the person who has died).
- D 3.3 Unless the Mandate of your Account provides otherwise, in most cases one party to a joint Account can withdraw the entire balance of the Account alone.
- D 3.4 We may “freeze” the Account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court of law.

D 4 CHARGES – PREMIER BANKING CUSTOMERS

Please note that these Terms should be read in conjunction with the Main Terms relating to charges (as contained at Clause A 18).

- D 4.1 Unless we indicate otherwise in writing, any fees quoted for the provision of a facility or service will be exclusive of all legal, valuation and other expenses which we may incur in connection with the provision of that facility (including any associated security) or service. We shall be entitled to deduct from your Account our standard fee or commission for any facilities or services that we provide.
- D 4.2 We will not be liable to you in any circumstances for:
- a) loss of business, loss of goodwill, loss of opportunity, loss of profit; or
 - b) any type of special, consequential or indirect loss whatsoever.
- D 4.3 Nothing in these Terms and in particular within this Clause D 4.3 shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.

D 4.4 If you breach any of these Terms, we shall be entitled to claim from you any losses or costs that we incur as a result of your breach. These include, but are not limited to, the costs of tracing you, notifying you of the breach, communicating with you about the breach and enforcing payment of any amount due to us. Our entitlement to claim such losses from you is in addition to our entitlement to recover from you any monies that you already owe us (such as the amount outstanding on any facility we have made available to you, or any fees for our services that you have not yet paid).

PART E GLOSSARY AND COMMON TERMS

Account means a Payment Account or a Fixed Term Deposit or a Notice Deposit Account.

Affiliates means in relation to the Bank, any Subsidiary or any Holding Company, or any other Subsidiary of that Holding Company.

Application Form means the form completed by you which, alongside the Mandate, contains the information required for us to open your Account.

Associate has the meaning given in the Regulators' Rules at the date of these Terms.

Associated Account means any Account held in the name of a third party to which you have been authorised access and as set out in the Customer Pre-Requisites.

BACS means the system relating to the automated clearing and settlement of payments between members of the BACS system or, as the context may require, the processes and all that is comprised in them for clearing of payments between members in relation to that system, as administered and operated by BACS (Voca Limited (formerly BACS Limited) (company number 1023742) or, as the context may require, BACS Payment Schemes Limited (company number 4961302), including any entity which succeeds in whole or in part to the rights, obligations, functions and responsibilities ascribed to or contemplated as applicable to Voca Limited or BACS Payment Schemes Limited (as the case may be)).

Bank means Bank Leumi (UK) plc (company number 00640370).

Bank Message means a message from us to you or a Registered User as the case may be, including, but not limited to, a broadcast, ticker or other alert.

BLUK Business Day means Monday to Friday (inclusive), excluding UK bank and public holidays and Jewish High Holy Days.

Card means your Bank Leumi VISA debit card attached to your Payment Account.

CHAPS means the Clearing House Automated Payment System.

Content means documents, files and Instructions stored within the Online Service from time to time.

Controller means the entity which, alone or jointly with others, determines the purpose(s) and means of the Processing of Personal Data.

Corporate Administrator means the individual duly appointed and authorised as such by you in a form acceptable to us to have administrative control and use of the Online Service.

Customer means an individual or entity (including without limitation a partnership or limited liability partnership, company, club society or unincorporated association, trust, sole trader, individual or other entity) who has a banking relationship with us and to whom the banking services and/or the Online Service is provided under these Terms.

Customer Information has the meaning given to it in Clause A 8.

Customer Pre-Requisites means such procedures as are to be completed by, and the requirements to be met by, you or the holder of any Associated Account as specified by us from time to time for access to and use of the Online Service.

Data Subjects means, where you are our corporate Customer, your director(s), officer(s), employee(s), an authorised signatory, a direct or indirect shareholder, beneficial owner, trustee, settlor, protector or beneficiary whose Personal Data you disclose or submit to us to Process for the Purposes.

Digipass® means the authentication device and/or application that generates Security Codes, provided to you for use with the Online Service. DigiPass® is a registered trademark of VASCO Data Security, Inc.

Direct Debit has the meaning set out in Clause A 11.9.

Direct Debit Guarantee Scheme means the guarantee provided to you in relation to your Direct Debits.

Direct Debit Instruction means an Instruction by you to debit an amount from your Account by Direct Debit.

EEA Currency means the official currency of any country which is a member of the European Economic Area.

Electronic Funds Transfer means any payment of funds made electronically which may include (but will not be limited to) payment by CHAPS, SWIFT, SEPA, faster payments and BACS.

EU Data Protection Laws means EU General Data Protection Regulation (GDPR) 2016/679 and the UK Data Protection Act (DPA) implementing and/or supplementing the GDPR, as amended from time to time, and any other applicable data protection law.

Fixed Term Deposit means an account which does not let you withdraw any money from the account until the end of the fixed rate period, or the end of

the term of the account.

General Data Protection Regulation or GDPR means the General Data Protection Regulation (EU) 2016/679.

Good Industry Practice means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a skilled and experienced person engaged in providing services the same as or similar to the Online Service.

Holding Company means, in relation to the Bank, any other person in respect of which it is a Subsidiary.

Insolvency Administrator means any person appointed as an administrator under Schedule B1 of the Insolvency Act 1986 to manage a person's business and property.

Insolvency Proceedings means, in relation to any person (and for the purposes of this definition "person" shall include a partnership and/or a company):

- a) any distress, diligence, execution, or sequestration is exercised against the assets of that person;
- b) any petition or proposal is presented or a meeting is convened with a view to a composition, assignment or arrangement with any creditors of that person;
- c) a meeting of that person is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed;
- d) a notice of intention to appoint an Insolvency Administrator being given by any person or an application for an administration order is presented to the Court or an Insolvency Administrator being appointed;
- e) any person presents a petition for the winding up of that person;
- f) an order for the winding-up or administration or bankruptcy of that person is made;
- g) a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 or pursuant to paragraph 1A of Schedule 1 of the Insolvent Partnerships Order 1994 is established;
- h) any petition or proposal is presented or a meeting is convened with a view to the

rehabilitation, administration, receivership, custodianship, liquidation, winding-up or dissolution of that person (other than for the purpose of an amalgamation or reconstruction whilst solvent), or any other insolvency proceedings involving that person;

- i) the bankruptcy of any partner in the case of a partnership; or
- j) any event analogous to any of (a) to (i) herein occurs in any jurisdiction.

Insolvent means, in relation to any person (and for the purposes of this definition "person" shall include a partnership and/or a company), if that person:

- a) is, or is deemed for the purposes of any law to be unable to pay its debts or to be insolvent, or admits its inability to pay its debts as they fall due;
- b) ceases to trade or notifies the Bank of its intention to cease to trade or the Bank otherwise becomes aware of such intention through a source reasonably considered to be reliable;
- c) takes any step (including petition, proposal, giving notice, convening a meeting or applying to court) with a view to:
 - i) a composition or scheme of arrangement with any of its creditors;
 - ii) its administration, winding up, liquidation or dissolution;
 - iii) its receivership or bankruptcy; or
 - iv) anything analogous to sub-paragraphs (c)(i) – (iii) above;
- d) an Insolvency Administrator or liquidator or receiver is appointed over it; or
- e) it is insolvent within the provisions of the Insolvency Act 1986.

Instructions mean any instruction, notification or request by you to us which relates (but is not limited to) use of the Online Service, Payment Instructions, or any other instructions from you or on your behalf to us.

Intellectual Property means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered.

Investment Terms of Business means our terms of business which govern our provision of investment services to you.

Jewish High Holy Day means Jewish New Year (*Rosh Hashanah*) and the Day of Atonement (*Yom Kippur*).

Large Business Customer means

- (a) an organisation (which can be a sole trader, partnership, company or other business organisation), or a group of organisations which the Customer forms part of, which meets the following conditions: (i) it has 10 or more employees; and (ii) it has an annual turnover or balance sheet of more than £2 million euro.
- (b) a body whose annual income is less than £1 million and is:
 - in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011 (meaning of “charity”)(c);
 - in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005 (general interpretation)(d); or
 - in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008 (meaning of “charity”)(e).

LeumiLink® Terms means the terms set out at Part B of these Terms for the provision of the Online Service incorporating the provisions of any documents forming part of the Customer Pre-Requisites (including, without limitation, the User Application, the Terms, the User Tools, any Mandate, and the acceptance by us in writing confirming that the Online Service will be made available to you).

Main Terms means the terms set out in Part A of these Terms.

Mandate means an authority provided by you in the form from time to time required by us to set up your access to and use of Account(s) using banking services or the Online Service and any Terms contained therein, and “Mandated” will be interpreted accordingly.

Notice Deposit Account means an account where you have to give a period of notice before you can withdraw money from the account.

Online Service means the electronic services (including without limitation, Instructions or any

services which may be provided in substitution, in whole or part, thereof) provided by us to you from time to time as described in the LeumiLink® Terms and any other generic reference to the Online Service and other additional electronic functionality as we may provide from time to time in relation to the Online Service.

Payment Instruction means any Instruction for payment to be made on your behalf under our payment services as available and selected by you.

Payment Account means an account that allows you to make payments into or out of your account on a daily basis by electronic means or by using a card, without any significant restrictions on withdrawals

Personal Data means any information relating to an identified or identifiable individual.

Process, Processing and Processed means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Purposes has the meaning given in clause A 8.5.

Registered User means you, your authorised officers, authorised partners or trustee and/or authorised employee and/or any third party including any Corporate Administrators authorised by you to access and operate the Online Service on your behalf, in accordance with Users' Permissions and registered as an authorised user of the Online Service.

Regulators means the Prudential Regulation Authority and the Financial Conduct Authority and any replacement or substitute body.

Rules means the rules, guidance, directions and other provisions in the Regulators Handbook or otherwise made by the Regulators as from time to time in force.

Secure means the reduced risk provided by use of the Online Service. This is achieved through the use of browser based encryption technology and Security Measures.

Security Codes means information either provided to you by us or created by you (as amended and updated from time to time) to allow you to use the Online Service including but not limited to User ID, Password, memorable phrase or PIN.

Security Device means your Digipass® and any device (which includes without limitation devices on software and/or hardware) and/or method in any format or media as may be upgraded or substituted and supplied by us to you from time to time, which is necessary to enable you to effect access to and use of all or any part of the Online Service.

Security Measures means the security measures notified to you by us from time to time relating to any access and use of the Online Service.

SEPA means a payment using the Single Euro Payments Area initiative.

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

Supervisory Authority means an independent public authority which is established by an EU Member State in line with the EU Data Protection Laws.

SWIFT means the payment messaging services provided by the Society for Worldwide Interbank Financial Telecommunications.

Terms means the terms and conditions described at Clause A 1.1.

Third Party Supplier means a third party instructed by us to deliver all or part of the Online Service.

Unlawful Content means any Content which breaches any civil or criminal law or infringes the legal rights of any party to this Agreement or a third party.

User Application means the application form for the Online Service executed by you by the Mandated signatories to the Account(s) or by the Registered User(s).

User Tools means on-screen help facilities and displays, written operating instructions or user guide and any other guidelines in any medium issued by us to you from time to time to assist you to use the Online Service.

User ID means a unique identifier given to you to enable you to access the Online Service.

Users' Permissions means the access level granted to any Registered User who accesses the Online Service on your behalf, as set out in the User Application or as otherwise notified to us in writing.

Website means the website designated by us through which the Online Service is accessed.

Working Day means Monday to Friday, excluding bank holidays in the UK.

Expertise Relationships Solutions

If you would like any more information, please contact:

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