

anb London General Terms and Conditions

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Introduction

This document (the “Terms”) sets out the terms upon which we, ANB London Branch (“ANB” or “the Bank”) will provide our products/services to you, including in respect of your account or accounts with us. References to “we” or “us” and “our(s)” are references to ANB/the Bank and references to “you” or “your(s)” or “the customer” are references to you. The Terms consist of these General Terms and Conditions (“General Terms”) and any Additional Conditions (“Additional Conditions”) included in this document. The Terms contain important information to help you understand the key features of your account or accounts and whether it is right for you. The Terms form the legal agreement between us (this means that each of us do what we say in the Terms).

We strongly recommend that you read these Terms as you will be legally bound by them even if you do not read them.

Additional Conditions include the following, as applicable to your account or accounts, products/services:

- a. All charges that apply to the relevant account or accounts /product/service and are covered in the Tariff of Charges applicable to your product/service (you will be given this when you take out the product/service with ANB and can also obtain full details of its charges by telephoning the Bank, by looking on its website https://www.ANB.com.sa/london_branch.asp, or by asking staff in the branch) (“Tariff of Charges”);
- b. Any other terms that ANB provides you from time to time in accordance with these Terms.

If any Additional Conditions contradict any of the General Terms, then the Additional Conditions will apply instead of and override any such contradictory/inconsistent General Terms.

If you change your mind after you have opened the account or accounts and decide that you do not want it, you can close your account or accounts and have your money returned [as well as any interest you have earned] provided you tell us that you want to close your account or accounts within 28 days of opening it by contacting us. You must repay all the amounts you are responsible for under these Terms within 30 days of notifying us of cancellation. If you do not close your account during the cooling-off period, you can still close your account at any time (see section “Closing your account and terminating these Terms” for more details).



Definitions

“account” means your account with us, or your accounts with us and any of them if more than one.

“ANB SA” means Arab National Bank, whose address and contact details are Arab National Bank, PO Box 56921, Riyadh 11564, Kingdom of Saudi Arabia.

Arab National Bank - a Saudi joint stock co. - paid up capital SR. 15,000 Million - Unified No. 7000018007 - CR. No. 1010027912 - License No. (4017/m/a/254) - National Address 7317 King Faisal Rd. Al Murabba, unit number 1, Riyadh 12613-3536 - P.O. Box 56921, Riyadh 11564, Kingdom of Saudi Arabia - Website: anb.com.sa - Telephone +966114029000 - Fax +966114027747

ANB SA is regulated and supervised by Saudi Central Bank “ANB London Branch” means the London branch of ANB SA which is registered with UK Companies House with branch registration number FC013714 and whose registered office and contact details are 35 Curzon Street, London, W1J 7TT.

“ANB” or the “Bank” means ANB London Branch which is authorised to conduct business in the United Kingdom by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of its regulation by the Prudential Regulation Authority are available from ANB on request. Further details can be found on the Financial Conduct Authority (FCA) Register under firm reference number 204608.

“applicable law” includes the law of England and Wales and any other applicable law and regulation.

“Business Day” means any day which is not a Saturday or Sunday, or a Bank Holiday in England and Wales.

‘you’ or ‘your’ or ‘the customer’ means you, the person or persons in whose name(s) the Account is opened or any person authorised by such person in accordance with these Terms. References to an ‘Account’ are references to all Accounts you have with ANB (including Joint accounts).

“Data Protection Legislation” shall mean the Data Protection Act 2018 and the UK GDPR which means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of



personal data and on the free movement of such data [(United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and any other directly applicable law or regulation relating to data privacy.

Where it is appropriate and the context allows it, references to words in the singular shall include the plural and vice versa.



Terms and conditions governing all customer accounts

1. These Terms and any obligations arising out of or in relation to them are governed by and to be construed in accordance with English law. You and ANB agree to submit to the non-exclusive jurisdiction of the English courts. These Terms are in English and all communications ANB sends to you will be in English. An Arabic version of the Terms can be provided to you upon request.

2. In order to open an account or accounts with ANB, you must be at least 18 years of age and you must complete and sign an account application form. An account or accounts for the benefit of any persons below 18 years of age can be opened by their parent or legal guardian.

3. The customer must provide the Bank with specimen signatures.

4. Statements sent to the customer at their address as stated in the Bank's records, shall be deemed agreed by the customer unless otherwise advised by the customer within fifteen (15) business days thereof.

5. The customer shall advise the Bank of any change to their address, otherwise the last address used by the Bank will be the valid mailing address.

6. The Bank may debit your account or accounts for all expenses, fees and commissions whatsoever borne by the Bank on your behalf or as a result of any transaction between you and the

7. The Bank may change or amend these Terms between you and ANB pursuant to Clause 92. ANB will not be liable for any direct or indirect losses incurred by you as a result of changes to these Terms (and for any other matter) if you have failed to update your contact details with ANB.

8. You authorise the Bank to debit any of your account or accounts with the Bank for any payments, loan repayments, guarantees and other transactions. Your assets held by the Bank or related entities or with a third party or registered in the Bank's record under your name, shall form a guarantee and security to all your debt plus the interests and all other expenses resulted from or shown in the Bank's records.

Therefore, you hereby authorize the Bank via an irrevocable authorization, to dispose of in any way, at the Bank's sole discretion, all or some of these assets including the right of levying, pledging for its favour, transferring to its title or selling the same in the manner, at the time, and at the market value, without any priority followed or specifying the items to be sold and without giving you notice or taking your permission and without obtaining a court judgement.



The Bank shall then credit the sale amount on the customer's account. Accordingly, the customer, hereby, relinquishes any right of objection against any action to be taken by the Bank in this regard. The customer hereby also authorizes the Bank to address the relevant official authorities to complete the actions to be taken by the Bank under this Clause. All accounts of all types which are currently opened or will be opened in the future in the name of the customer, affiliate companies or in the companies where they are a shareholder or partner whether such accounts are opened with the Bank related entities shall form a guarantee to each other irrespective of their names or types. Hence, the Bank, in case of the customer's default or breach of any of its obligations under this agreement, or in case of failure or delay or non-payment of its debts, shall have the right to deduct or withdraw any credit balance from the said accounts, and credit it for the Bank's benefit. Such deducted sums will be considered as a payment by the customer in compliance with the customer's obligations under this agreement. Therefore, the customer hereby authorizes the Bank to make the necessary set off, account's settlements, and transfers from the said accounts. Such settlements shall be done in accordance with a price or rate that is deemed reasonable. The Bank shall take these actions without any pre-required notice or consent from the customer or the need for court judgement.

9. You agree that the Bank may combine or consolidate any and all of your accounts and set off or transfer any sum/s standing to the credit of any of your accounts against/ to any other of your accounts or any other sum/s owing from the Bank in or towards satisfaction of any account in debit or liability you have to the Bank whether such liability is actual or contingent.

10. The Bank may from time to time, at its sole discretion, allow you to overdraw from your account or accounts; that is to withdraw money in excess of your credit balance. The amount by which an account or accounts may be overdrawn, the period for which an account or accounts may be overdrawn and the rate at which service charges and overdraft interest will accrue will be determined by the Bank (the "Agreed Overdraft Facility"). The service charge will be contained in the Tariff of Charges, and the applicable overdraft interest rate will be calculated by adding the current margin rate as specified in the Tariff of Charges to ANB's current interest base rate, which will be available to customers on request by telephoning the Bank (the "Overdraft Rate"). The Overdraft Rate will accrue on overdrawn amounts in accordance with the Bank's regular practices, and all service charges and overdraft interest will be treated as an additional overdrawn amount on which service charges and overdraft interest will subsequently accrue. The customer must pay any overdrawn amount plus all accrued overdraft interest and service charges upon expiry of the Agreed Overdraft Facility OR on demand but we will try to give you advance notice before reducing or withdrawing your Agreed Overdraft Facility or demanding repayment. An Overdraft Facility shall not



be considered a permanent and recurrent credit facility and we can ask you to repay all or part of your Agreed Overdraft Facility at any time.

11. You must make sure you have enough money available in your account or accounts to use (including any Agreed Overdraft Facility) before you ask us to make any payment. We have limits that apply to payments you can make from your account or accounts, and to the amount of money you can take out of your account at cash machines or in branch. You can make payments, card purchases or withdrawals from your account or accounts where you have enough money available to use (including any Agreed Overdraft Facility)

12. To meet any applicable legal and regulatory requirements, we may carry out checks before payments are made or incoming payments are applied to your account or accounts with a view to preventing financial crime. Occasionally this may lead to a delay in a payment being sent or applied to your account or accounts. In some circumstances we may not be able to make the payment or apply an incoming payment to your account or accounts. We will not be responsible for any loss that results from this.

13. The Bank shall not be obliged to meet customer cash requirements of a foreign currency account or accounts with the Bank unless cash is available and sufficient time is given to the Bank, in which event the Bank will charge the customer a margin based on the prevailing exchange rates on the date of withdrawal. The precise exchange rate applicable to any cash withdrawal will be available on request from the Bank.

14. The Bank shall not be liable in the event of tampering with any cheque drawn by the customer on their account.

15. If meeting your cheque payment/s would otherwise cause your account or accounts to be overdrawn, we reserve the right to return them unpaid and to debit the customer's account with a penalty at the Bank's prevailing Tariff of Charges for each cheque returned due to lack of available funds. Also, if meeting a cheque payment creates an overdrawn balance on your account or accounts you shall immediately upon demand, pay to the Bank the amount of the overdrawn amount plus a penalty as specified in the Tariff of Charges and accruing for each day elapsing until the Bank has been fully reimbursed. Each Joint account holder in respect of a Joint account shall be jointly and severally responsible for any amount due to the Bank in connection with the aforementioned accounts.

16. Interest you pay on any Agreed Overdraft Facility is calculated on a daily basis on the overdrawn balance outstanding on your account or accounts and will be taken from your account or accounts on a monthly basis. Any Agreed Overdraft Facility interest



we charge to your account or accounts will increase the overdrawn balance you owe us, and we will charge interest on the new balance, from the day it is added to your account or accounts.

17.No interest will be payable on any credit balances on any current account or accounts with the Bank.

18.You authorise the Bank to overdraw your account or accounts with the Bank, and charge and debit interest that has become due to the Bank on a monthly basis. You also authorise the Bank to debit your account or accounts for the value of any payment order, bill payments, cheques and charges. You authorise the Bank to use any sums standing to the credit of your account or accounts held with the Bank to settle any sums or liabilities due to the Bank in connection with your account or accounts. No balance will be paid to you before you satisfy in full all of your obligations to the Bank, including any balances in any foreign currency account or accounts.

Joint accounts (personal and private accounts only)

19.As a joint account or accounts (“Joint account” or “Joint accounts”) holder (“Joint account holder”), the Terms apply to you individually and jointly with the other account holder(s).

20.The Bank will accept the authority of any one of the Joint account holders in accordance with the signed mandate, unless it conflicts with any other instruction given to the Bank in writing that governs how the Joint account or Joint accounts shall operate. The Bank may, however, in certain circumstances ask for the authority of all Joint account holders before taking action on an instruction, especially on the removal of one of the parties to the account mandate.

21.All funds in the Joint account or Joint accounts belong jointly to the Joint account holders so each of you is entitled to withdraw all of the money in the Joint account, obtain any information about the account or give us any other instruction in respect of the account, even if your relationship breaks down – this means that any one of you may withdraw all the money in the Joint account unless one or both of you ask us to stop this from happening by requesting the Bank to suspend the account in the event of the death or ineligibility of one of the Joint account holders;

22.If a Joint account holder dies, the other account holder is entitled to all of the money in the Joint account and the Joint account or Joint accounts will stay open in their name;

23.unless any applicable law says differently, we will not be concerned about how you



divide the money in the Joint account or Joint accounts;

24. you will have joint and several liability for the Joint account or Joint accounts – this means you are both responsible for the Joint account or Joint accounts so that if the Joint Account or Joint accounts is/are not managed properly, we can ask both or either of you to repay anything you owe us. For arranged overdrafts and unarranged overdrafts, we can ask both or either of you to repay regardless of who made the transactions.

25. If the Bank has been made aware of a dispute between the parties on a Joint account or Joint accounts, or suspects that a dispute may exist, it reserves the right to treat this as a notice of cancellation of the mandate. If it does, any further transactions or activity will need the authority of all parties to the account, unless the Bank can satisfy itself, using its sole discretion that it is in receipt of valid instructions as to how the account will operate. Until such time as the Bank is satisfied with these arrangements any balances may be frozen and all services suspended. The Bank may also ask for the return of any unused cheques or the return of cards.

Cheques and Cash

26. If you issue a cheque on your account or accounts, the time taken for the amount to be deducted from your account or accounts will depend on when it is paid in, the currency of your account or accounts, the currency of the cheque issued and the country in which the recipient's account is based. When writing a cheque:

- You must take all reasonable precautions to prevent anyone else altering it or making a forgery.
- You must clearly write the name of the person you are paying the cheque to and the amount you wish to transfer.
- You should not write a future date on a cheque. If you do and the cheque is presented for payment before that date, ANB may decide in its discretion whether to pay or return it. In either case, ANB will not be liable to you.

27. If ANB receives for payment one of your cheques that is more than six months old, it may, but does not have to, pay it.

28. ANB will take all reasonable steps to stop/cancel any of your cheques at your request as long as:

- The cheque has not already been paid.



- You give ANB sufficient notice and details.

29.A charge as specified in the Tariff of Charges applies for stopping/cancelling any cheques you have issued. ANB cannot stop or cancel a bankers draft or counter cheque you have asked ANB to draw up for you.

30.ANB may debit money from your account or accounts to cover:

- Each cheque and any other item which is paid into your account or accounts but later returned to the Bank unpaid.
- Each withdrawal or payment requested.
- Each withdrawal or payment you request or authorise in accordance with these Terms.
- The interest which you have to pay ANB on any overdraft.
- Any fee or charge as detailed in the Tariff of Charges which you owe the Bank on your account or accounts.

Credits to your account

31.ANB only accepts responsibility for payments into your account or accounts after it has received and checked them. Any sums which are paid into your account or accounts on a Business Day but which:
are not in cash.
are in a currency other than that in which the Account is denominated.

will be credited to your account or accounts within 2 hours of ANB's receipt and before 16.00. If such sums are received to be paid into your Account later than ANB cut-off time of 16.00 or on a non-Business Day, they will be dealt with on the next Business Day within two hours of the Bank being open for business. (see clause 82 for details of ANB business hours).

32.All cash deposits above a certain limit (as determined by the Bank from time to time) may require an explanation as to the purpose of payment to be mentioned in accordance with ANB anti-money laundering, counter terrorist financing and fraud protection safeguards.

33.If you pay in cash or a cheque of one currency into your account or accounts which is held in another currency, ANB will convert the amount at ANB's applicable rate of exchange and will be subject to deduction of our fees. Any such fees will be debited to your account or accounts. Similarly, if ANB receives a payment electronically in a currency that is different from your account's currency, the Bank will convert its amount into the currency of your account or accounts at the applicable rate of exchange in accordance with these Terms.



34. ANB reserves the right to seek information from you about any transactions over your account or accounts in accordance with its anti-money laundering and fraud protection safeguards.

Bank charges

35. When you open your account or accounts, ANB will inform you of ANB's current Tariff of Charges. It will also inform you about any charge for a service related to your account or accounts that is not set out in ANB's Tariff of Charges either upon request, prior to or at the time that the Bank provides the service to you. The tariff of charges is also available on the Bank's website.

Statements

36. ANB will provide you with statements in accordance with Clause 90. You agree to dispense with the requirement in certain cases under the Consumer Credit Act 1974 (as amended) for the Bank to send separate statements to each Joint account holder. You should check your statements as soon as you receive them and let the Bank know immediately if you think the statement includes any information you believe to be wrong.

Cut off time

37. Note the following:

Cut off time	Currencies
14:30 on the day	GBP
14:30 on the day	EUR
14:30 on the day	USD
15:30 the day before	SAR
15:30 the day before	Other Currencies

Cheque clearing times

38. Sterling cheques paid into an account, will receive value after two working days, however, if you wish to draw cash against this cheque you will be unable to do so until day five.



Non-sterling or non-UK cheques will not be cleared by the Bank, but will be sent to the bank on which it is drawn. ANB will credit your account with the funds once it has received payment from the drawing bank. ANB will deduct a collection fee from the proceeds when it receives them, or, if the cheque is returned unpaid, charge you a fee as per our current Tariff of Charges.

Confidentiality

39. When you apply for an account or accounts with ANB, you authorise the Bank to use your personal information for certain purposes, in accordance with the Data Protection section of this document. ANB will only use and disclose your information in accordance with these Terms, or for other purposes with your consent.

40. Unless otherwise stated in these Terms, ANB will not reveal your name and address or details about your account or accounts to anyone who is not a member of the ANB group other than in the following cases:

- If ANB is required or permitted by any applicable law or the rules of any regulatory body or whose rules or provisions apply to the Bank to release the information.
- If ANB is required to release the information by any court order or similar process or by any law enforcement agency.
- ANB decides in its sole discretion that it should do so in connection with suspected money laundering, other serious crime(s) or a statutory or regulatory duty to reveal information; or
- If you ask ANB to reveal the information, or if ANB otherwise has your permission to do so.

41. Notwithstanding the above, by signing the account application form you consent to ANB releasing information about your account or accounts to credit reference agencies in order to verify your identity and suitability for an account with the Bank and any services or products which ANB may from time to time offer or consider offering to you.

Crime prevention

42. To prevent crime, to verify your identity and to enforce our rights to recover sums due to us, ANB may also exchange information (both within the UK and overseas) about you and/or your account or accounts with other members of the ANB group, and, where appropriate with fraud prevention and debt recovery agencies and other organisations (including other lenders and financial institutions).



43.If you have given the Bank false or inaccurate information or if a fraud or other serious crime on your part is identified, ANB may pass details of and relating to you and your account or accounts to fraud and crime prevention agencies or other authorities.

Sanctions

44.ANB may be required to comply with sanctions and/or embargos imposed by the international community including the UK, EU, UN, USA (including OFAC) and KSA (including SAMA). ANB may decline instructions and may refuse to make payments if in its opinion to accept/comply with an instruction or to make a payment is likely to result in a breach of Sanctions. ANB may be obligated and shall be permitted to disclose to the relevant authorities any information as ANB deems necessary.

Data Protection

45.ANB group, which includes the Bank, may record, exchange, analyse and use relevant information about you and your relationships with the ANB group (including the nature of your transactions) for credit assessment, customer service, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf.

46.Relevant information may also be exchanged with members of the ANB group and others for audit purposes and if any applicable law requires or allows us to, we will also share information as necessary with other organisations. This includes credit reference agencies, fraud prevention agencies and other government bodies, regulators and law enforcement agencies and if required by appropriate governmental and non-governmental regulators and ombudsmen. If we are required to share your information with fraud prevention agencies, they will use the data to prevent fraud and money laundering and verify your identity. If we believe someone poses a fraud or money laundering risk, we may refuse to provide the product they have asked for and we may also stop providing services they already have. The fraud prevention agencies will keep a record of any fraud or money laundering risk and this could mean that other organisations may refuse to provide services, financing or employment.

47.The Bank may use other ANB group offices and/or third parties to process information and provide services on its behalf. Data may be transferred to, stored or processed in, other countries (including countries which do not offer “adequate protection” for the purposes Data Protection Legislation) for any purpose related to the operation of your account or accounts. Whether it is processed in the UK or overseas, your information will be protected in accordance with applicable Data Protection Legislation and by a strict data protection policy to which all members of the ANB group, their staff and any



third parties used to process information or provide services on its behalf are subject, and in any event your information will only be used in accordance with its instructions.

48. You acknowledge that ANB may process Personal Data relating to you in order to provide its services to you, and that the lawful basis on which such personal data shall be processed shall usually be:

a. For the performance of these Terms or compliance with any legal obligations to which ANB is subject; or

b. For the purposes of its legitimate interests or those of a third party.

49. Further details are provided in its Privacy Notice which can be found on the “London Branch” page of the ANB website.

50. Any personal data that ANB handles will be processed in accordance with all applicable Data Protection Legislation in force from time to time. All personal data ANB has is stored on its database in the UK. Your data will be retained for no longer than is necessary and in accordance with its data retention policy.

51. Unless another lawful basis for overseas transfer is to be relied upon, you consent to the transfer of such of your information as may be required to third parties outside the European Economic Area in order to further its business interests. In such circumstances, ANB will ensure that such transfers are made in compliance with Data Protection Legislation in force from time to time and that your rights under the relevant legislation are not compromised.

Security measures/information

52. You must keep your Bank account details and your personal details secure at all times and take all reasonable precautions to keep safe and prevent fraudulent use of any security details.

53. You must notify the Bank without undue delay if you become aware of the loss, theft, misappropriation or unauthorised use of any payment instrument.

54. ANB may (but undertakes no duty to do so) stop the use of any payment instrument if ANB has reasonable grounds relating to (i) the security of the payment instrument; (ii) the suspected unauthorised or fraudulent use of the payment instrument; or (iii) there is a significantly increased risk that you will not be able to fulfil your liability to pay.



55. ANB will contact you before or, if that is not possible, immediately after, stopping the use of any payment instrument. ANB shall notify you of its reason for doing so unless contacting or notifying you would be unlawful or compromise reasonable security measures.

56. Generally, you will not be responsible if payments are made from your account or accounts without your authorisation, but there are some exceptions to this explained below. You will be responsible for the full amount of a payment if:

- you act fraudulently;
- you let someone else use your security information or anyone else use your card;
- you have been grossly negligent with (or intentionally shared) your card, or cheque book, or the security details you use to access your account or accounts;
- you intentionally or with gross negligence do not tell us as soon as possible of the loss or theft of your card, security information or security device, or if you suspect someone has tried to use any of them.

57. However, you will not be responsible (unless you have acted fraudulently) for transactions not authorised by you if:

- someone else uses your card without your permission before you receive it;
- you have already told us that your card or security information is missing or may be misused by someone; or
- we did not carry out authentication checks that any applicable law or regulation required us to apply before allowing the payment.

58. Where you are not responsible, we will refund the amount of the transaction and any charges or interest you paid or lost as a result of the transaction. We will not have any further liability to you. We normally refund this amount by the end of the next working day but we will not do this if we reasonably believe you have acted fraudulently and we have disclosed this to the relevant authorities.

59. We will not be responsible if we do not comply with any of these Terms and conditions due to:

- abnormal or unforeseeable circumstances beyond our control e.g. an industrial dispute, the consequences of which would have been unavoidable despite all our efforts; or
- us having to comply with any applicable law.

60. We will not be responsible if you are unable to use a card unless this is as a result of something we have done.



61. We will not be responsible if you ask us to make a payment to another person and the recipient's bank delays crediting the money to the recipient's account. This could happen if, for example, they need to carry out security checks

62. In addition to the Direct Debit Guarantee Scheme, if you have authorised a direct debit which is to be paid from your account or accounts, the following conditions apply:

- If the authorisation did not specify the exact amount of the payment when the authorisation was given;
- If the amount of the payment transaction exceeds the amount which you could reasonably have expected considering your previous spending pattern,
- ANB will refund the full amount of any authorized payment transaction initiated through a payee to you.

63. You must notify the Bank within:

- 13 months after the debit date of any unauthorised or incorrectly executed payment transaction; or
- in relation to direct debit payments, 8 weeks from which the funds were debited
- in order to be entitled to any redress from the Bank under these Terms.

64. You must also take all reasonable precautions to take care of your statements, cards, PINs, security codes, security devices and other account information and security details to help prevent fraud and protect your account. You should follow any instructions we give you in connection with your security details and in particular:

- always take reasonable steps to keep your card safe and sign it as soon as you receive it;
- keep your PIN, passwords and other security information secret at all times. You should not tell anyone, even us or the Police, what your security details are.
- Do not keep VISA cards and cheque books together;
- If you change your PIN, passwords or other security information you should choose the new details carefully;
- Do not allow anyone else to use your cheque books, VISA cards and other account documentation or selected personal information;
- Keep your cheque receipts and other information about your account or accounts containing business and personal details (e.g. statements) safe and dispose of them carefully (e.g. shred all printed Account information that is no longer required);



- Act immediately on any further instructions ANB gives you to ensure that you can operate your account or accounts and related services securely and privately. Any instructions ANB gives you will reflect good security practice;

65. You must notify ANB immediately by telephoning the Bank on +44 (0)207 297 4600 if:

- your card or cheque book is lost or you think it might have been stolen;
- you think someone else knows your PIN;
- you think a payment has been made incorrectly or you do not recognise a payment from your account;
- you think someone else might be using or have access to your card, cheque book or PIN without your permission. If cards reported lost or stolen are later found or returned you should ring us and follow our instructions. You must follow any other reasonable instructions we give you to help you take care of the money in your account.

66. From time to time, we may ask you to provide us with information to help us meet our anti-money laundering, financial crime, sanctions and other legal and regulatory requirements. You must promptly provide any information requested. If you fail to provide this information when asked to, this may result in us delaying or refusing to process your payments or blocking all access to your account. We will not be responsible for any losses which may result.

Closing your account and terminating these Terms

67. You may close your account or accounts at any time provided that all outstanding obligations in respect of that account or accounts, including payment of all sums due to us in respect of your account or accounts and any sums due to us such as in respect of credit cards, cheques and credit facilities, have been fully satisfied in accordance with their terms and conditions.

68. ANB may in its absolute discretion close your account or accounts upon 60 days written notice. If we are permitted to do so under any applicable law, we shall explain why we have done so.

69. ANB may close your account or accounts immediately and without notice in exceptional circumstances. These might include:

- **a)** ANB are legally required to close the account or accounts;
- **b)** you have carried out (or we reasonably suspect you have carried out) illegal or fraudulent activity on the account or accounts;
- you have committed a serious breach of these Terms or have repeatedly breached



the Terms;

- you have been threatening or abusive towards our staff or the staff of any third-party providing services in connection with the account or accounts;
- we have demanded that you repay an overdrawn balance on any of your account or accounts and you fail to do so;
- you haven't provided us with information we have requested about your identity or liability for tax;
- if we reasonably consider that by continuing to operate your account or accounts and/or continuing with these Terms may break any applicable law; or
- we reasonably consider that we may be exposed to action from any government, regulator or law enforcement agency.

70. Upon closure of your account or accounts by ANB you must pay the Bank all amounts you owe and return all VISA cards and cheque books in respect of the closed account or accounts immediately. These Terms will continue to apply to your account or accounts until all of your obligations to the Bank under these Terms have been satisfied including all amounts you owe to the Bank have been paid, and all cards and chequebooks have been returned to ANB, after which the Terms shall terminate immediately.

71. In exceptional circumstances, ANB may, without prior notice, suspend your right to operate your account or accounts.

Complaints procedure

72. Please refer to the Complaints Procedure on the ANB London Branch webpage. If you have a complaint about our services provided under these Terms, you may contact the Bank by:

- letter addressed to: Compliance Department, Arab National Bank (London Branch), 35 Curzon Street, London, W1J 7TT;
- fax on fax number: +44 (0) 207 297 4900; or
- telephone on +44 (0) 207 297 4610.

73. If you are still dissatisfied, you may, if your complaint falls within their terms of reference, contact the independent body known as the Financial Ombudsman Service at Exchange Tower, London E14 9SR, Tel +44 (0) 207 964 0500 if calling from outside the UK or 0800 023 4 567 or 0300 123 9 123 if calling within the UK.

The Financial Ombudsman e-mail address is complaint.info@financial-ombudsman.org.uk



74.If your complaint is about payment services you can, in addition to any other bodies you may be entitled to complain to or seek redress from, complain to the Financial Conduct Authority (FCA) whose contact details are: The Financial Conduct Authority, 12 Endeavour Square, London E20 1JN, Tel +0800 111 6768

Financial Services Compensation Scheme (FSCS)

75.Your eligible deposits with ANB are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit protection scheme. Any deposits you hold above the £85,000 limit will not be covered.

76.In case of joint accounts, the limit of £85,000 applies to each depositor. However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000. Please ask for further information or visit the www.fscs.org.uk.

anb payment services

77.You will be able to make all of the following types of payments from your account or accounts:

- Cash deposits to, and withdrawals from, your account or accounts.
- Standing orders and direct debits: These are regular payments from your account or accounts to the account of a third party. In the case of standing orders, the payee and the amount of each payment will be set by you. In order to set up a standing order, you will need to provide the Bank with the recipient's name, sort code and account number as well as the date, frequency and amount of each payment. For direct debits, the third party will ask you to complete a direct debit mandate. The third party will normally then notify us of your direct debit instruction to be applied in respect of your account or accounts, and ANB will make payments when a payment request matches the payment reference on a direct debit instruction. The amount of each payment under a direct debit mandate will be set by the third party, and may vary by amount or by date.



- CHAPS and SWIFT payments (wire transfers): payments made from your account using either the Clearing House Automated Payment System (CHAPS) or Society for Worldwide Interbank Financial Telecommunication (SWIFT) network. In order to make CHAPS or SWIFT payments, you will need to provide the Bank with the recipient's full name, Bank Identifier Code, account number and sort code. You also need to provide the Bank with the full name of the recipient's bank and the country this bank is located in.
- Cheques: Cheques received for deposit to your account are sent to ANB clearing agent for clearing and the clearing process can vary depending on the amount of the cheque and the currency. Please see Clause 38 for details of cheque clearing times.

78. For ANB to consent to the execution of a payment request the relevant particulars listed for each type of payment service in Clause 77 above must be provided for, in particular, standing orders, direct debits, Chaps and Swift payments.

79. Your request to transfer funds can be communicated to the Bank by letter or by telephone or e-mail provided that:

- ANB holds a telephone and e-mail indemnity from you (which ANB will provide to you on request);
- ANB has given you prior approval that ANB will accept telephone and/or email communications from you; and
- any telephone instructions to ANB are confirmed in writing by you to the Bank as soon as possible. All email sent to the Bank must be signed by the authorized signatory on the Account. In addition, ANB may perform a telephone call back to you to verify any instructions received by email.

80. If you wish to cancel a payment instruction, you must communicate this to ANB in writing by letter or email, such letter to be received by the Bank at least one Business Day before the due date of execution of the payment instruction you wish to cancel. In relation to direct debits, any cancellation instruction must be received by the Bank before the end of the preceding Business Day when a payment is due to be made. All letters sent to ANB must be signed by the authorised signatory on the account or accounts. ANB will be unable to cancel any payment instruction received after this deadline.

81. ANB may refuse to execute any payment instruction, including withholding funds, which is not in accordance with these Terms, or if the execution of the payment instruction or release of funds would be unlawful, or at its absolute discretion, would



result in a breach of statutory / legal obligations. Where ANB refuses to execute a payment instruction, ANB will notify you of the refusal and, if possible dependent on its statutory / legal obligations, the reason for the refusal and procedure, where appropriate, for rectifying any factual error that led to the refusal.

82. ANB will process outgoing payment instructions received on the Business Day that the Bank receives them provided it receives those instructions before the relevant cut off time and latest by the next working day and within its business hours, which are Monday to Friday, 09.30 to 16.00, London time. If ANB receives your instructions on a non-Business Day or after the relevant cut-off time, the Bank will process them on the next Business Day. ANB cut-off time for all payment instructions is contained at Clause 35.

83. Other than in relation to cheques, ANB will provide value and credit your account within 2 hours of its receipt of any funds received on the day as long as the funds are received by ANB before its cut off time of 16.00.

Charges, Interest and Exchange Rates

84. ANB's Tariff of Charges is available on request by contacting the Bank or referring to the ANB London Branch webpage on https://www.ANB.com.sa/london_branch.asp. The Tariff of Charges sets out the charges and commissions for the services the Bank provides. If ANB changes its charges and commissions, ANB will notify you accordingly 2 months before the revised charges and commissions take effect.

85. No interest will be paid on any credit balances on ANB account or accounts. Unarranged overdrafts will accrue interest at the Overdraft Rate specified in Clause 10.

86. ANB exchange rates are benchmarked to live market rates. The exchange rate ANB will apply to payments involving a currency exchange is the rate the Bank provides or make available to you when you request payment. You can find out the exchange rate by telephoning the Bank.

87. You may be liable for other taxes or costs which are not imposed for or paid by ANB. The rate of interest you receive will depend upon your circumstances and may be subject to change in the future.

Contact details

88. You may contact the Bank in relation to these Terms and the services referred to within them by contacting the Bank by writing to: Customer Services Department, ANB



(London branch), 35 Curzon Street, London, W1J 7TT.

89.ANB will contact you in relation to these Terms and the services referred to within it by using the contact details you have provided to ANB, including your address and telephone number in your account opening form. You must ensure that your contact details are accurate and that you notify ANB as soon as possible of any changes.

90.ANB will provide you with paper monthly statements on your account or accounts, unless:

- The Bank has agreed with you otherwise or your account has become dormant,
- in which case monthly statements will not be sent to you but will be provided to you only on request. If you require additional copies of your statement or more frequent statements, please contact the Bank. ANB reserves the right to charge you in accordance with ANB Tariff of Charges for any additional statements.

91.You have a right at any time during the term of these Terms to obtain paper copies of these Terms and all documents that form a part of your contract with ANB as well as all information specified in Schedule 4 of the PSR.

Amendments to the Terms

92.Save as provided under Clause 95 and 96 below, ANB may amend these Terms and shall give you at least two months' notice before any such amendments come into force.

93. If you are not happy with a change we tell you about in advance and you decide you do not want your account or accounts, you can take all your money out and close or switch the account or accounts without charge. If you choose to close the account or accounts, you will have to pay back any money you have borrowed before the account is or accounts are closed.

94.If we do not hear from you within 2 months of us telling you about the change, we will take that to mean that you have accepted the change on the date it came into effect.

95.ANB may amend its interest rates. If we increase the interest rate we charge on any Agreed Overdraft Facility we will tell you about it no less than 7 days in advance.

96.ANB may amend its exchange rates immediately and without notice to you where these changes are more favourable to you or where the changes are based on changes to any reference rates used to calculate any interest rate, overdraft rate or exchange rate.