



MEGA FINANCE
RESERVE BANK

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS FOR BUSINESS ACCOUNTS

Effective SEPTEMBER 15, 2020

**YOU MUST READ THESE GENERAL TERMS AND CONDITIONS
CAREFULLY AND IN FULL**

www.megafinancereserveb

CONTENTS

1	Information about Mega Finance Reserve Bank USA Limited
2	General Terms and Conditions for Business Accounts
3	Definitions
4	Contacting Each Other
5	Keeping the Bank Informed
6	Opening a Business Account
7	Opening an Account and Information About You
8	Operating and Using your Business Account
9	Giving Instructions
10	Minimum Balance
11	Payment Orders into your Business Account
12	Payment Orders out of your Business Account
13	Delay or Refusal of Payment Orders
14	Responsibilities for Payment Orders
15	Foreign Payments
16	Interest
17	Cut-off Times
18	Cancellation of Payment Orders
19	Charges
20	Statements
21	Mail Service
22	Borrowing
23	Security
24	Internet Banking Security
25	Your Information
26	Converting your Business Account
27	Closing or Cancelling your Business Account
28	Dormant Business Accounts
29	Limitations to the Bank's Liability
30	Notices
31	Set-off
32	Immigration Status
33	Banking Hours
34	Blocking Your Business Account
35	Assignment
36	Resolving Complaints
37	Waiver
38	Third Party Rights
39	Governing Law and Jurisdiction

1.11.2

Mega Finance Reserve Bank USA Limited, trading as Mega Finance Reserve Bank USA, is a company incorporated and registered in England with company registration number 01719649. Its registered address and principal place of business are at 9 Portman Street, London, W1H 6DZ (the **Bank**).

The Bank is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. The Bank's firm reference number is FRN 188585.

2.1

These General Terms and Conditions (the **General Terms and Conditions**) contain important information, which you must read carefully as they explain the Bank's obligations to you and your obligations to the Bank as a business customer.

2.2

These General Business Terms and Conditions apply to bank accounts that may be denominated in Pound Sterling, US Dollar or Euro (as applicable) and are opened or operated by business customers with the Bank in the United States of America (the **Business Account**) and banking related services the Bank provides in the United States of America in connection with those Business Accounts.

2.3

These General Terms and Conditions set out the obligations the Bank has to you, as a business customer, and the obligations and responsibilities you have to the Bank.

2.4

These General Terms and Conditions include the following:

2.4.1

all interest rates that apply to the Bank's products and/or services from time to time (as described in the Schedule of Charges);

2.4.2

all charges and other information that apply to the Bank's products and/or services from time to time (as described in the Schedule of Charges);

2.4.3

the application form or forms you have signed, including any relevant account opening documentation and/or any relevant account mandate;

2.4.4

any Specific Business Terms and Conditions (as applicable); and any other terms

2.4.5

that the Bank provides you with from time to time (as applicable).

2.5

A copy of these General Terms and Conditions is available on request at any of the Bank's Branches and at the Bank's Website.

2.6

Copies of the Schedule of Charges and/or any Specific Business Terms and Conditions (as applicable) have been provided to you and are also available on the Bank's Website and at any of the Bank's Branches.

2.7

For the avoidance of doubt, these General Terms and Conditions do not apply to any of the following: commercial loans, investments, corporate debit card, foreign exchange contracts or any banking services for non-business customers.

2.8

You may be provided with a Specific Business Terms and Conditions that relate to particular products and services which you may have with the Bank and/or which are not covered by these General Terms and Conditions.

2.9

Where there is a conflict between these General Business Terms and Conditions and any Specific Business Terms and Conditions, those Specific Business Terms and Conditions shall apply.

3.1

In these General Terms and Conditions:

Applicable Law means applicable laws, rules and regulations of any country, including (without limitation) orders, directives, announcements, decisions, procedures, terms, other requirements and/or customs made, given or issued by, or published under the authority of any government or legislative authority, regulatory body or codes of practice with which it is customary to comply, all as amended, supplemented or replaced from time to time;

3.2 Bank means Mega Finance Reserve Bank USA Limited, trading as Mega Finance Reserve Bank USA, defined in clause 1 in these General Terms and Conditions;

3.3 Bank's Privacy Policy means the Bank's privacy policy from time to time, details of which have been provided to you and are also available on request at the Bank's Branches or set out on the Website;

3.4 Branch(es) means each and any branch of the Bank in the United States of America;

3.5 Business Account has the meaning given in clause 2.2;

3.6 Business Day means Monday to Friday except if such day falls on a day which is a public holiday in England (in the case of the Bank's Branches in England) or Scotland (in the case of the Bank's Branch(es) in Scotland);

3.7 Calendar Day means any day of the week, including Saturday and Sunday;

3.8 Corporate Customer means a limited or unlimited company incorporated in the United States of America or abroad, limited liability partnership or other corporate bodies;

3.9 Customer Contact Centre means the Bank's contact centre that can be reached calling at 0344 8094258 (for calls from the United States of America) or 0044 20 7780 1000 (for calls from outside the United States of America);

3.10 Exchange Rate(s) means the Bank's exchange rate for any applicable currencies from time to time, details of which are available on request at the Bank's Branches and set out on the Website;

3.11 Financial Associate means someone living at the same address as you, or a director or other officer, shareholder, partner or other owner of a Corporate Customer, or with whom you (or such other person) have a personal relationship and manage your (or their) finances jointly in a similar way to a spouse or life partner;

3.12 FSCS the Financial Services Compensation Scheme as described in more detail in clause 36.4;

3.13 FOS the Financial Ombudsman Service as described in more detail defined in clause 36.2;

3.14 General Terms and Conditions means these general terms and conditions for Business Accounts available to the Bank's business customers, including (without limitation) each and all documents set out in clause 2.4;

3.15 Habib Bank Group means Habib Bank Limited (incorporated in Pakistan) and each of its subsidiaries (including Mega Finance Reserve Bank USA);

3.16 Interest Rates means the interest rates that apply to Bank's products or services from time to time, details of which are available on request at the Bank's Branches and are set out on the Website;

3.17 Mail Service means a facility where the Bank may make documents available for collection by you, as described clause 21.1;

3.18 Partnership means two or more people operating an unincorporated business together with a view to profit;

3.19 payee means a person who is the intended Recipient of funds which are the subject of a Payment Order;

- 3.20** **Payment Order** means an instruction given by you or authorised by you to make a payment from your Business Account (for example, by direct debit, standing order, cheque or direct transfer, or other payment instruction or withdrawal of funds (including cash);
- 3.21** **Personal Information** means information about you (if you are an individual, or a director or other officer, shareholder, partner or other owner of a Corporate Customer) that the Bank has received from you (or that person) and others including but not limited to:
- (a) information provided in applications (for example, name, address, date and place of birth, etc.), emails and letters, during telephone calls and conversations in branch, when registering for services, in customer surveys, through websites and during financial reviews and interviews;
 - (b) from analysis (for example, the amount, frequency, location, origin and recipient) of your payments and other transactions, and your use of services and what the Bank know from operating your accounts; and
 - (c) information the Bank receives from organisations such as credit reference agencies and fraud prevention agencies;
- 3.22** **Recipient** means the person receiving the money being paid (this may be another person or it may be you if you are sending a Payment Order to another account that you have or if you are withdrawing cash);
- 3.23** **Security Details** has the meaning given in clause 23.1;
- 3.24** **Schedule of Charges** means the separate document which sets out the Bank's fees and charges from time to time. The current Schedule of Charges is displayed in the Bank's Branches, on the Website and is available on request;
- 3.25** **Specific Business Terms and Conditions** means the product and/or service terms and conditions relating to a Business Account opened or operated by you from time to time, as made available to you at the time of opening a Business Account (and as updated and displayed on the Bank's Website from time to time);
- 3.26** **Sole Trader** means a person operating a business in his or her own name, or under a trade name;
- 3.27** **US Person** means a) a company incorporated in the United States of America; or b) an individual with (i) US citizenship, (ii) Green Card status, (iii) US birthplace, (iv) US residence or correspondence; or c) where there are standing instructions to transfer funds to an account maintained in the US or directions are regularly received from a US address; or d) where a power of attorney has been granted to a person with a US address;
- 3.28** **Website** means the Bank's website from time to time which can be accessed at www.megafinancereservebankUSA.com; and
- 3.29** **you** and **your** means the Business Account holder(s) set out in a separate account opening form you provide to the Bank covering your business accounts (or any of them) with the Bank, and includes, in particular business customers such as Sole Trader, Partnership or Corporate Customer.

4 CONTACTING EACH OTHER

- 4.1** The Bank may contact you by post, telephone or email by using the latest postal address or telephone number(s) or email address that you have given to the Bank.
- 4.2** You agree that the Bank may use any contact details you have provided to the Bank, including your postal address, telephone number(s) (including your mobile telephone numbers) and email address to contact you for service or operational reasons. These may include, among other things, informing you about any changes to these General Terms and Conditions.
- 4.3** You may contact the Bank by post or by visiting a Branch or by calling the Bank's Customer Contact Centre at 0344 8094258 (for calls from the United States of America) or +44 20 7780 1000 (for calls from outside the United States of America).
- 4.4** You must ensure that the contact details you provide to the Bank are accurate and that you notify the Bank promptly of any changes, including to your email address, telephone number(s) and/or postal address. If

you would prefer the Bank do not contact you for service or operational reasons by email or mobile message, please let the Bank know. Whilst the Bank will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when the Bank needs to contact you urgently.

[4.5](#) Please refer to clause 30 (Notices) below for further details on how the Bank may give notice to you and how you may give notice to the Bank.

[4.6](#) The language the Bank will use in the Bank's communications is to be English.

5 KEEPING THE BANK INFORMED

[5.1](#)

You must keep the Bank informed if there are any changes to your situation or contact, business, corporate or other details or any other important changes or events that are relevant to the Bank.

[5.1.1](#) Examples of the information you must keep up to date, and must provide to the Bank include, without limitation: change in registered name or trading name;

[5.1.2](#) change in place of incorporation or establishment, principal place of business or registered address (including if you relocate overseas);

[5.1.3](#) changes in authorised signatory(ies);

[5.1.4](#) changes of phone numbers (including any mobile numbers) or email address or other contact

[5.1.5](#) information changes in directors/secretary/shareholders/partners, etc.; material changes (of 10% or more) in your ownership or control; material changes in the nature or scope of the business undertaken by you;

[5.1.8](#) formation or acquisition of a new subsidiary, or material interest in any other business; if

[5.1.9](#) you become or may become involved in any material litigation or in any insolvency process;

[5.1.10](#) if at any time you are unable to meet your liabilities as they fall due; if you become a US

[5.1.11](#) Person, and

[5.1.12](#) any other information that the Bank might reasonably be expected to be informed about when providing you with banking services;

if you do not keep these details up to date, your eligibility for your Business Account(s), or any other products or services with the Bank may be affected.

6 OPENING A BUSINESS ACCOUNT

- [6.1](#) Business Accounts can be opened by Sole Traders, Partnerships, Corporate Customers or any other organisations formed within the legal framework.
- [6.2](#) The application form for the Business Account contains the eligibility criteria for opening a Business Account. You must read the application form carefully to ensure that you are eligible.
- [6.3](#) All account opening documentation, specimen signatures and any other documents required by the Bank must be completed and signed by you in the presence of one or more of the Bank's officers.
- [6.4](#) Your agreement between the Bank relating to the Business Account is made up of these General Terms of Conditions, including (without limitation) all documents listed in clause 2.4 above. Please see clause 16.8 (Interest) and clause 19.2 (Charges) below for details of when the Bank may make changes to this agreement.
- [6.5](#) You may have more than one Business Account with the Bank and these General Terms and Conditions shall apply to each Business Account unless you are otherwise notified.
- [6.6](#) The Bank reserves the right, in its sole discretion, to decline your application form to open a Business Account with the Bank in the event the Bank is not satisfied with the information provided by you. The Bank may or may not give the reasons for such refusal.

7 OPENING AN ACCOUNT AND INFORMATION ABOUT YOU

- [7.1](#) To open a Business Account with the Bank you must complete such documentation as the Bank may require.
- [7.2](#) When you apply to open a Business Account with the Bank, the Bank is required to obtain sufficient information about you and your business activities to enable the Bank to satisfy the Bank's legal obligations and for the protection of you, the public and the Bank against any fraud or misuse of the banking system. You must provide the Bank with accurate and up to date information and you must inform the Bank immediately if there has been any change or variation to such information.
- [7.3](#) In some instances, the Bank may request that you provide the Bank with further information or documents or that you visit your local Branch. From time to time, the Bank may review and require you to update the proof of identity and address the Bank holds for you, or make any other enquiries as the Bank considers necessary.
- [7.4](#) When you apply for a Business Account or business banking services with the Bank the Bank may:
- [7.4.1](#) review the Bank's own records and systems, including (without limitation) any information the Bank holds about you or your business partners or your shareholders (including all or any beneficial owners) or company officers, and about any other accounts (including any personal accounts) held by you or any of them;
- [7.4.2](#) request your details (such as your full name, date of incorporation, registered or business addresses, date of birth and details and/or copies of your identification documents);
- [7.4.3](#) request searches from any credit reference agencies or fraud prevention agencies, which may include (without limitation) any publicly available information about you or your business partners' and/or directors' personal credit behaviour, information about the way you and your business partners and/or directors have handled any personal borrowings; information about your business and business accounts;
- [7.4.4](#) the identities of the beneficial owners of your business; and any information about the personal accounts of any of your Financial Associates;
- and this information may be passed onto external organisations, which may assess and inform the Bank whether all or some information you provided matches their records.
- [7.5](#) The Bank may send any information you give the Bank as part of your application process to credit reference agencies or fraud prevention agencies. Such agencies may record the information the Bank gives

them about you, your application, your business, its shareholders, and your business partners. It is your responsibility to make sure your business partners, shareholders or other owners (including all or any beneficial owners), and company officers have agreed to you disclosing information about them to the Bank and/or any credit reference or fraud prevention agencies.

7.6 If false or inaccurate information is provided or fraud is suspected or identified, the Bank will record this. The Bank may also pass any records or information to the fraud prevention agencies and other organisations involved in crime and fraud prevention where it may be accessed by law enforcement agencies. The information recorded by fraud prevention agencies may be accessed and used by organisations in the United States of America or in any other countries.

7.7 The Bank will not open a Business Account if you do not satisfy the Bank's requirements in relation to establishing your identity and source of funds under relevant anti-money laundering legislation or any other legislation in effect from time to time.

8 OPERATING AND USING YOUR BUSINESS ACCOUNT

8.1 Where a Business Account is held in the name of more than one person (for example a joint account or partnership account) then, unless the Bank has agreed otherwise, the following conditions shall apply:

8.1.1 each of you is separately responsible for complying with these General Terms and Conditions;

8.1.2 each of you is jointly and severally liable for any money owed to the Bank (this means that the Bank has the right to demand repayment of the full amount owed to the Bank from either, all, or any of you); and

8.1.3 if one of you dies, the survivor(s) may continue to operate the relevant Business Account, and where there is more than one survivor, the provisions of this clause 8 will continue to apply to that Business Account.

8.2 Where a Business Account is operated by more than one account holder or authorised signatory then, unless the Bank has agreed otherwise, the following conditions apply:

8.2.1 any of you can independently give the Bank instructions in relation to your Business Account and any instructions given by one or more of you will be binding on each and all account holders;

8.2.2 if there is a dispute between you and the Bank, the Bank may insist that all account holders authorise any instructions given to the Bank before the Bank accepts those instructions;

8.2.3 the Bank may contact only one of you (you can tell the Bank the name of your contact person, but if you do not do so, the Bank may contact the first person listed on the Bank's records and a person contacted by the Bank shall be responsible for sharing any information with all account holders);

8.2.4 you may ask the Bank to remove a person (or persons) named as the named holder of a joint Business Account, including by converting it to a sole Business Account; the Bank may require authority from all account holders before doing so; where any person is removed by the Bank as a named holder of the relevant Business Account they shall continue to be liable for all obligations and liabilities to the Bank arising during the period until the Bank agrees to release them from their liabilities.

9 GIVING INSTRUCTIONS

9.1 The Bank may refuse to accept your instructions where those instructions are not given in accordance with the relevant account mandate.

9.2 You can give the Bank instructions either:

9.2.1 in person by visiting a Branch (where the Bank may ask you for proof of identity, such as a passport);

9.2.2 in writing; or

9.2.3 by telephone, post or email if you have completed the Bank's standard form of indemnity (which has been accepted by the Bank) and your instructions are in accordance with the relevant account mandate.

- 9.3 Any instructions given by you may be subject to the Bank's verification and security procedures, and you agree and understand that if the Bank is unable to verify your instructions to its reasonable satisfaction, any Payment Orders you may give the Bank may be delayed or not processed at all.
- 9.4 You can give the Bank instructions and access information about your Business Account by contacting the Bank's Customer Contact Centre, or once you have registered, by using the Bank's online banking service.
- 9.5 The Bank may refuse to act or delay acting on any of your instructions (without being required to give you notice of or reasons for its refusal or delay) if:
- 9.5.1 the Bank believes or suspects (in the Bank's sole discretion) that the instructions were not (or may not have been) given or authorised by you (for example, if the signatures do not appear to match the records held by the Bank, or where the instructions were not received from the email address provided by you; etc);
 - 9.5.2 the Bank is unable to confirm your instructions with the required number of signatories as stated in your account mandate;
 - 9.5.3 your instructions are not clear, complete or accurate;
 - 9.5.4 you do not have the necessary cleared funds;
 - 9.5.5 any of the documents required from you have not been provided to the Bank's satisfaction;
 - 9.5.6 any due diligence and/or anti-money laundering documentation required by the Bank has/have not been provided or to the Bank's satisfaction; or
 - 9.5.7 there is a reason to believe (in the Bank's sole discretion) that your instructions may not be in accordance with Applicable Law.
- 9.6 The Bank may freeze your Business Account (without any liability to you or requirement to give you notice) and seek consent from the National Crime Agency (or any successor body) for the Bank to continue to operate your account if the Bank believes or suspects that by carrying out your instructions the Bank may not comply with Applicable Law.

10 MINIMUM BALANCE

- 10.1 The Bank may, at its sole discretion, require you to maintain a minimum balance in any or all of your Business Account(s) at any time.
- 10.2 If the minimum balance requirement (if applicable) in any or all of your Business Account(s) is not met, then you may incur additional charges.
- 10.3 For details of the current minimum balance requirements and any additional charges, please refer to the Schedule of Charges available at the Bank's Branches and the website.

11 PAYMENT ORDERS INTO YOUR BUSINESS ACCOUNT

- 11.1 **Cash, electronic funds and cheques issued in the USA**
- 11.1.1 Subject to clause 31 (Set-off) below, any cash paid in at a Branch or any electronic transfer made by you will be added to your Business Account and immediately treated as cleared funds.
- 11.1.2 If you pay in a Pound Sterling cheque drawn on a bank in the United States of America, the Bank will apply interest (where applicable) to those funds two clear days after the cheque is deposited, and you will normally be able to withdraw funds against that cheque (unless the cheque has been returned by the paying Bank) four days after the cheque is deposited.
- 11.1.3 There may be exceptional instances (such as fraud, or legal or technical reasons beyond the Bank's reasonable control) which may mean that the cheque does not clear (and so you will not be able to withdraw funds against that cheque) until six days after the cheque has been deposited by you.

11.1.4 If a cheque paid into your Business Account is returned unpaid, and the amount shown on the cheque has already been credited to your Business Account, that amount will be deducted from your Business Account. In those circumstances, the Bank may request immediate payment from you if the funds represented by the cheque have already been withdrawn or paid out of the account by you.

11.1.5 Cheques not issued in a USA bank or USA building society or cheques issued in a foreign currency may have different clearing procedures and may require a longer clearing period.

11.1.6 The Bank may refuse any cheques that are not complete or legible (for any reason), or are improperly amended or mutilated, or are not appropriately endorsed where endorsement is required.

11.2 Foreign currency cheques and cheques issued outside the USA

11.2.1 Foreign cheques are cheques drawn in a foreign currency (whether on a bank in the USA, Channel Islands, the Isle of Man or elsewhere) or cheques drawn in any currency on a non-USA bank.

11.2.2 If you want to pay in cash or a foreign cheque of one currency into a Business Account in another currency (i.e. : a cheque drawn in US Dollars into a Sterling account) the Bank may convert the amount at the Exchange Rate on the relevant date.

11.2.3 When you present a foreign cheque for payment into a Business Account, the Bank may negotiate or send the cheque for collection. These processes are explained below. You must inform the Bank whether you want it to be negotiated or collected.

11.2.4 Foreign cheques negotiation:

- (a) the Bank may agree to negotiate a foreign cheque although it is not obliged to do so. This means the Bank may credit the relevant account immediately with the net amount of the cheque after deducting any fees or charges as set out in the Schedule of Charges (if the cheque is drawn in Sterling) or the converted amount (if the cheque is drawn in a foreign currency and converted at the Exchange Rate);
- (b) if the cheque is subsequently returned unpaid or the paying bank asks for the money to be returned to it, the Bank may have recourse against you (as well as against anyone who has signed or endorsed the cheque). This means that the Bank may be entitled to deduct from your Business Account either the amount credited, or, if converted into another currency, the amount reconverted at the Exchange Rate applicable on the date the Bank make the deduction. This means that, if the Exchange Rate has changed between the amount of the cheque being credited to your account and the cheque being returned, the amount the Bank deduct may vary from the amount originally added to your Business Account (which may in some circumstances result in you suffering a loss);
- (c) please ask the Bank's Customer Contact Centre for details of how and when interest is calculated and applied in relation to amounts added to or deducted from your Business Account following negotiation of a foreign cheque; and
- (d) the Bank may deduct its fees from your Business Account or from the amount credited to your Business Account for a foreign cheque that the Bank negotiates at the time that you pay it in. If a cheque is subsequently returned unpaid the Bank may also deduct a further fee at the time it is returned. Agents' fees may be payable whether the cheque is paid or not. Please refer to the Schedule of Charges for details of the Bank's fees for cheques.

11.2.5 Foreign Cheques for Collection:

- (a) a collection cheque is a cheque sent by the Bank for you to the paying bank. The Bank will credit your Business Account with the amount of the collection cheque when the Bank is in receipt of cleared funds from the paying bank; and
- (b) the time it takes for payment of a collection cheque will depend on each paying bank and the country where it is based. The Bank may deduct a fee from the proceeds of the collection cheque before crediting the balance to your Business Account or deduct its fees from your Business Account for handling a collection cheque from the proceeds at the time of receipt. The Bank will also charge you a fee if a collection cheque is returned unpaid. The Bank will also pass on any charges made by the Bank's agents and/or the bank on which it is drawn and will deduct these from the proceeds or (if there are none) from the relevant Business Account. Please refer to the Schedule of Charges for details of the Bank's fees for cheques.

11.2.6 You must endorse any foreign cheques you pay into the Business Account. This means that you must sign the cheque on the back and your signature must be the same as that in the Bank's records.

11.2.7 You will be charged a fee if the Bank collects or negotiates a cheque for you. Please refer to the Schedule of Charges for details of these fees.

11.2.8 The Bank is not liable for any loss, damage or delay which is not directly due to the Bank's own negligence. If exchange controls and/or restrictions or some other cause result in the Bank receiving payment in a currency different from that of the cheque, neither the Bank nor its agents shall be liable for any loss in exchanging the proceeds into the currency of the relevant account.

11.2.9 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, the Bank may not always be able to negotiate or collect cheques on your behalf.

11.3 **Payment Orders by mistake**

11.3.1 Any Payment Order may be recalled by the bank that made it (for example, because the person who paid you did not have enough money or it was fraudulent), or if a payment goes into your Business Account by mistake.

11.3.2 You must inform the Bank immediately if money appears in your Business Account that you were not expecting and/or there seems to be a mistake. In that event, the Bank may return the Payment Order, even if you have withdrawn or paid out of the account the money, and you shall be liable for additional charges incurred by the Bank.

12 PAYMENT ORDERS OUT OF YOUR BUSINESS ACCOUNT

12.1 **Withdrawals**

If the cleared balance on your Business Account (plus any unused arranged overdraft) is sufficient, you may make Payment Orders, including any withdrawals. There may be a daily limit on the amount of cash that you can withdraw from a cash machine.

12.2 **Cheques**

The Bank may refuse to pay a cheque issued by you if:

- (a) there are insufficient cleared funds in your Business Account (taking account of any agreed overdraft available on your Business Account); or
- (b) the cheque appears to contain any irregularities (for example the signatures do not match, or the words and figures do not match); or
- (c) the Bank believes or suspects that there are grounds to suspect fraudulent activity.

12.3 When you issue a cheque, the amount may be deducted from your Business Account one to three Business Days before the beneficiary gets it into their account.

12.4 If your current account is overdrawn without an agreed overdraft facility or if you exceed your agreed overdraft limit as a result of the Bank deducting a cheque paid from your account, the Bank will charge you interest from the day the cheque is deducted from your account. The rate of interest on unarranged overdrafts is higher than the interest rates applying to arranged overdrafts. For details of the Bank's interest rates on unarranged overdrafts (such as temporary overdrafts or overdrafts in excess of the agreed limit), please refer to the Schedule of Charges.

12.5 You must only use the cheques that have been issued to you by the Bank for that particular Business Account. You must not issue future dated cheques (i.e. post-dated cheques).

12.6 If you do so, and the cheque is presented for payment before the date specified, the Bank may pay it without incurring any liability to you for paying it earlier than the specified date.

13 DELAY OR REFUSAL OF PAYMENT ORDERS

- [13.1](#) The Bank may refuse to make a Payment Order from your Business Account if there are insufficient cleared funds in your Business Account.
- [13.2](#) You must ensure that you have and maintain sufficient cleared funds in your Business Account to enable a Payment Order to be made before the start of the Business Day that the Payment Order is to be made.
- [13.3](#) There may be a delay in carrying out your instructions to make a Payment Order whilst the Bank (or a third party) makes fraud prevention checks.
- [13.4](#) Before making a Payment Order from your Business Account the Bank may take into account any other Payment Orders that have been made or which are made from that Business Account on that day. You must take this into consideration, and ensure that you have sufficient cleared funds in your Business Account when requesting the Bank to make a Payment Order.
- [13.5](#) The Bank may refuse to execute a Payment Order (and the Bank shall not be liable to you for any loss) if:
- (a) there are insufficient cleared funds in your Business Account;
 - (b) the Payment Order would exceed any limits that the Bank may set;
 - (c) the Bank is not satisfied that the Payment Order or your instructions are lawful or comply with general banking practice;
 - (d) the Bank consider in its sole discretion that your Business Account has been or is likely to be misused;
 - (e) for fraud prevention purposes;
 - (f) if the Bank believes or suspects that it is or may be required by Applicable Law not to carry out the Payment Order; or
 - (g) the Bank is not able to send the Payment Order by any of the payment methods usually used by the Bank.

14 RESPONSIBILITIES FOR PAYMENT ORDERS

- [14.1](#) If you provide the Bank with incorrect information, the Bank shall not be liable if a Payment Order has not been processed, is delayed and/or incorrect.
- [14.2](#) It is the Recipient's bank's responsibility to make sure that a Payment Order that the Bank has sent has been added to the bank account of the Recipient.
- [14.3](#) If a Payment Order has been processed incorrectly by the Bank and the Bank fail to prove that the Payment Order was received by the Recipient's bank as required, the Bank will refund your Business Account as appropriate.

15 FOREIGN PAYMENTS

- [15.1](#) The Bank will apply the Exchange Rate to Payment Orders made by you requiring a currency exchange (except for future dated payments) at the rate the Bank provides or makes available to you when you request the Payment Order to be made, which you are deemed to agree to by going ahead with the Payment Order or by confirming the rate to the Bank.
- [15.2](#) The Bank will apply the Exchange Rate to future dated Payment Orders applicable at the time that the payment is processed.
- [15.3](#) If you make a Payment Order that involves an exchange into a foreign currency and that Payment Order is returned to the Bank, the Bank may convert the returned Payment Order back to the original currency at the Exchange Rate as applicable at the time. The Bank shall not be liable for any loss that you may incur as a result of any fluctuations in the exchange rates.

16 INTEREST

- [16.1](#) Interest will be calculated and charged by the Bank in the way explained in the Schedule of Charges.
- [16.2](#) Information about the Bank's current interest rates applicable on Business Accounts can be found by contacting the Bank's Customer Contact Centre, or from your local Branch or on the Bank's Website.
- [16.3](#) The Bank does not pay interest on credit balances on all types of accounts (for example the Bank does not pay interest on current accounts). Please see the applicable Specific Business Terms and Conditions for your Business Account to see if you are entitled to interest.
- [16.4](#) If your Business Account is an interest account the Bank will calculate interest on a daily basis on the cleared balance in that account at the end of each Business Day. The interest due will be paid into your Business Account (usually at the end of the following month, or the following quarter) in accordance with the Specific Business Terms and Conditions.
- [16.5](#) If your Business Account is overdrawn, you will be charged interest on the overdrawn amount at the end of each day.
- [16.6](#) Where the rate of interest paid by the Bank on credit balances held in your Business Account is calculated by reference to an externally set interest rate (such as the Bank of England's Base Rate), the rate of interest paid by the Bank will change on the same day that the change in the reference interest rate comes into effect, without any requirement for the Bank to give you notice.
- [16.7](#) Where the rate of interest paid by the Bank on credit balances held in your Business Account is agreed between you and the Bank, or set by the Bank (and not linked to an externally set interest rate) the Bank may at its discretion (but shall not be required to) change the rate of interest payable on credit balances held in your Business Account with immediate effect where the change in interest rate is favourable to you, without any requirement for the Bank to give you notice.
- [16.8](#) Unless clauses 16.6 or 16.7 above apply, the Bank will give you not less than 60 days' notice before the Bank changes the rates of interest payable on credit balances held in your Business Account.
- [16.9](#) If you do not want to accept the proposed change(s) to the interest rate payable on balances held in your Business Account as set out in clause 16.8, you must give the Bank notice in writing before the change(s) take effect. You have the right to terminate your agreement with the Bank for, and close the relevant Business Account without any additional charge by giving the Bank notice in accordance with these General Terms and Conditions at any time before the date of the proposed change. If you do not give the Bank notice to that effect, you will be deemed to have accepted and agreed to the changes to the rate of interest payable on balances held in your relevant Business Account.

17.1

If the Bank receives a Payment Order on a Business Day before the Bank's cut-off time for that type of Payment Order, the Payment Order will be treated as received by the Bank on that same Business Day.

17.2

If the Bank receives a Payment Order on a Business Day after the Bank's cut-off time for that type of Payment Order, or on a day which is not a Business Day, the Payment Order will be treated as received on the next Business Day.

17.3

The Bank's cut-off times depend on the type of, and method for making or receiving the Payment Order (and for allowing reasonable time for the Bank to check and execute the Payment Order). Cut-off times may also depend on the currency in which the Payment Order is to be made or received. The cut-off time for making a Sterling payment is usually 2.30 pm, for making a cash payment is usually 4.00 pm, for a Euro payment usually 12.00 pm, and for payments in US Dollar usually 2.00 pm. Those cut-off times may vary according to changes in general banking practice, regulatory requirements, and other relevant factors. Where the time for the execution of your Payment Order is important, please check the relevant prevailing cut-off time to ensure that you give instructions for your Payment Order in good time.

17.4

Cut-off times may be different for each of the Bank's Branches. Please contact the Bank's Customer Contact Centre or your Branch for information about the cut-off times for that Branch.

17.5

The Bank may set limits on the number or value of the Payment Orders that you can make from your Business Account from time to time.

18

CANCELLATION OF PAYMENT ORDERS

18.1

You may not usually be able to cancel a Payment Order given by a Payment Initiation Provider Service with your authority after you have given your consent to the Payment Initiation Provider Service, or to the payee, to initiate the Payment Order.

18.2

You cannot cancel a Payment Order where you have authorised the payee to initiate the payment by using a PIN or other Personalised Security Credentials.

18.3

You cannot cancel a Payment Order for same day effect once you have authorised the payment (except where the Bank is able to and agrees to do so at the Bank's discretion).

18.4

Where the Payment Order is in the form the direct debit you cannot cancel a payment after the end of the Business Day preceding the day agreed by you for debiting funds. Where you cancel a direct debit, you will be deemed to have cancelled your consent to any further direct debits by the same payee.

18.5

Where the Payment Order is for a future-dated payment, you cannot cancel a payment after the end of the Business Day preceding the day before the day on which payment is due to be made, or if the payment transaction is to be made when funds are available, after end of the Business Day before those funds become available.

18.6

The Bank may make a charge as set out in the Bank's Schedule of Charges where you cancel a Payment Order.

18.7

Where the Bank declines to carry out a Payment Order, it will notify you and where possible inform you of the reasons for the Bank's refusal (except in circumstances where the Bank reasonably believes that it would be unlawful for the Bank to do so). The Bank may make a charge as set out in the Bank's Schedule of Charges for the refusal to carry out a Payment Order.

19

CHARGES

19.1

When you open your Business Account, you will receive the Bank's Schedule of Charges for the day to day running of your Business Account. Please contact the Bank's Customer Contact Centre, your Branch or look at the Bank's Website for an up to date Schedule of Charges.

- [19.2](#) If the Bank increases any of the charges set out in the Bank's Schedule of Charges or introduce a new charge, the Bank will give you at least sixty days' notice of the new Schedule of Charges before the changes take effect.
- [19.3](#) If you do not accept the proposed change(s) to the Schedule of Charges as notified to you in accordance with clause 19.2 above, you must give the Bank notice in writing before the change(s) take effect. You have the right to terminate your agreement with the Bank for, and close the relevant Business Account without any additional charge by giving the Bank notice in accordance with these General Terms and Conditions at any time before the date of the proposed change. If you do not give the Bank notice to that effect, you will be deemed to have accepted and agreed the changes to the Schedule of Charges applying to the relevant Business Account(s).
- [19.4](#) The Bank will tell you the charge for any other service or product before the Bank provides it to you, and at any time should you request it. Before the Bank deducts charges for standard account services from your Business Account, the Bank will give you at least 14 Calendar Days' notice of how much the Bank will deduct.
- [19.5](#) If any sum due and payable by you is not paid on the due date, you will be liable to pay the interest (both after, as well as before, any judgment) on that sum at such a rate or rates as the Bank will provide to you from time to time from the date the payment is due up to the date of payment.
- [19.6](#) If the Bank receives instructions to make a payment from your Business Account(s) for which the Bank needs to use the services of an agent or correspondent bank overseas, you may have to pay the agent or correspondent bank additional charges (which the Bank may deduct from your Business Account, or before payment of any amount due to you). Those charges will be in addition to, may not be calculated in the same way as, the Bank's charges as set out in the Schedule of Charges.

20 STATEMENTS

- [20.1](#) The Bank will provide or make available to you free of charge Statements for your Business Account(s) at least once a month in the form agreed with you (i.e. on paper or another durable medium) as set out in the Specific Terms and Conditions applying to the relevant Business Account(s). Statements will include details of all charges payable by you in connection with the Business Account(s).
- [20.2](#) If you request interim statements or duplicate statements for your Business Account(s), the Bank may charge a fee as set out in the Schedule of Charges.
- [20.3](#) You must read your statements carefully. If you suspect that an unauthorised and/or incorrect payment has been made from your Business Account(s), you must contact the Bank's Customer Contact Centre immediately. If you do not contact the Bank immediately, you may not be entitled to have any error corrected or the incorrect payment refunded.

21 MAIL SERVICE

- [21.1](#) Subject to clause 30 (Notices) below, you may request the Bank in writing to provide you with a service whereby all correspondence and communications from the Bank will be placed in a folder made out in your name and kept at the Branch where your account is maintained for collection by you (**Mail Service**).
- [21.2](#) The Bank may, in its sole discretion and subject to the Bank's policies, procedures, and any Applicable Law, agree to your Mail Service request subject to your completing an indemnity in the Bank's favour and any other documentation as the Bank may require.
- [21.3](#) You understand and agree that it is always your responsibility to read each and all statements and any other correspondence or communications from the Bank carefully, whether or not you use the Bank's Mail Service. If you request the Mail Service, you agree that all risks and costs of providing the services will be borne by you.
- [21.4](#) The Bank may refuse and/or close the Mail Service (without being required to give any reason) made available to you at any time.
- [21.5](#) The Mail Service is subject to the fees and charges set out in the Schedule of Charges.

- 22.1 You must always keep your Business Account in credit unless the Bank agrees to provide you with an overdraft facility. If the Bank agrees an overdraft limit with you, you must not exceed that limit.
- 22.2 If an overdraft limit on your current account is agreed, the interest rate payable on overdrawn balances (and any other charges such as facility or commitment fees) will be shown in the facility letter that sets out the terms of the overdraft.
- 22.3 If an agreed overdraft limit is exceeded, you must immediately pay enough cleared funds into the relevant Business Account to cover the overdrawn amount or the amount that is over your agreed limit.
- 22.4 If your account goes overdrawn without an agreed limit, the Bank will charge interest on any unarranged amount, which may be at a rate higher than interest rates applying to overdrafts within agreed limits. The Bank may continue to charge interest at a higher rate until:
- (a) the Bank has agreed a formal borrowing arrangement to cover the excess amount over the agreed overdraft limit; or
 - (b) the cleared balance on the relevant Business Account is brought within your agreed overdraft limit; or(c) there is a cleared credit balance on the relevant Business Account if there is no agreed limit.
- 22.5 The higher interest rate may vary, as set out in the Schedule of Charges.
- 22.6 In addition to charging interest for unarranged overdrafts at a higher rate, the Bank may also charge a daily fee for administration and/or management fees relating to the unarranged overdraft. Please refer to the Schedule of Charges for details.
- 22.7 The Bank may reduce or increase the overdraft limit for your Business Account but the Bank will inform you before doing so.
- 22.8 The Banks will inform you about the amount of:
- (a) any commitment and/or arrangement fee the Bank may charge for agreeing your overdraft; and/or
 - (b) any fee for reviewing your overdraft.
- 22.9 If you exceed an overdraft limit on your Business Account, the Bank may exercise its right of set off. Please see clause 31 for further details.
- 22.10 If you have a foreign currency account, different arrangements apply to overdrafts. Please contact your Branch or the Bank's Customer Contact Centre for details.
- 22.11 Your responsibility for any borrowing with the Bank applies as follows:
- 22.11.1 Sole Trader: you are personally responsible for any monies your business owes to the Bank;
- 22.11.2 Partnership: the account holders are jointly liable for monies owed to the Bank, and each partner is also individually liable for all those monies owed, even if he or she has subsequently ceased to be a partner unless the Bank has agreed otherwise in writing. The Bank may demand immediate repayment from all or any Business Account holders for all or part of those monies;
- 22.11.3 Companies: a company is liable for all monies owed by it to the Bank.
- 22.12 The Bank may, as a condition of agreeing to or continuing an overdraft facility, require a third party guarantee or indemnity (for example from a director, shareholder, or other person or company), or for security or collateral to be given by the Business Account holder or any other such person in support of the guarantee or indemnity given by them.
- 22.13 If in order to fulfil the credit requirements of any borrowing (whether arranged or not) applied for by you, but not availed of, you shall be liable for any payment on the Bank's first presentation of any invoices from external advisers (for example solicitors or valuers) that the Bank may incur. Any additional costs arising from late payment of the external advisers' invoices will also be payable by you.

23.1 You must take, and ensure that each of your authorised signatories take, all reasonable precautions to keep safe and prevent fraudulent use of any security details such as your account numbers, passwords, PINs, security codes, memorable data, biometric data (such as fingerprint or voice ID) or any other information or details that you have set up with the Bank for use with a payment device, or with a telephone or online banking (the **Security Details**). Those precautions should include (but are not limited to):

23.1.1 You and your authorised signatories must keep your Security Details unique to your accounts with the Bank;

23.1.2 You and your authorised signatories must not:

- (a) write down or otherwise record your Security Details in a way that can be understood by someone else;
- (b) allow anyone else to use any payment device or tell them your security details;
- (c) choose Security Details that may be easily guessed by anyone else; nor
- (d) log in, or stayed logged in, to a device if you are not in full control of it or it is not in your possession.

23.2

You must change Security Details and contact the Bank as soon as possible by calling the Bank's Customer Contact Centre or by your immediate visit to one of the Bank's Branches if you know or suspect that someone unauthorised knows any of your Security Details, or tries to access (or has accessed) your account, or a cheque, payment device or Security Details have been lost or stolen.

23.3

The Bank may suspend, withdraw or restrict the use of a payment device or cheque or the Bank's telephone or online banking service where the Bank believes or suspects:

23.3.1

that the Security Details have not been kept safe; or there is (or has been)

23.3.2

23.4

unauthorised or fraudulent use of the Security Details.

Unless the Bank is unable to contact you or there is a legal reason or there are other circumstances beyond the Bank's control reasonably preventing the bank from doing so, the Bank will where reasonably possible notify you before taking this action and provide its reasons for doing so.

23.5

23.6

You must keep your cheque books, cheques, payment devices and the Security Details secure.

If you think someone unauthorised may know the Security Details related to your Business Account(s), you must inform the Bank immediately by calling the Bank's Customer Contact Centre on 0344 8094258 (for calls from the United States of America) or + 44 20 7780 1000 (for calls from outside the United States of America). If you fail to do so, you may be liable for all instructions that the Bank receive and act on, even if the instruction was not given by you or with your authority.

23.7

You must provide the Bank with all the information you have about the misuse of Bank's security procedures or the Security Details. The Bank may pass that information to the police, other banks, and appropriate regulatory authorities.

23.8

23.9

Unless the Bank can show that you and/or any of your authorised signatories have acted fraudulently, grossly negligently or have not complied with the conditions set out above (or in the relevant Specific Terms and Conditions), the Bank will refund your Business Account(s) with any payments made which you can demonstrate were not authorised by you. The Bank shall have no further liability to you.

The Bank accepts no liability for any loss or damage to you resulting from any breach of security where you and/or any of your authorised signatories have not complied with the conditions set out above (or in the relevant Specific Terms and Conditions).

24.1 Technical requirements for the Bank's internet banking service are set out on the Bank's Website.

24.2 The Bank strongly recommends that you and/or your authorised signatories follow the guidelines below:

- 24.2.1 install appropriate fraud/malware/phishing protection on your computer and/or network;
- 24.2.2 install anti-virus software and keep it up to date;
- 24.2.3 carry out your own regular virus checks and security updates, making sure your operating systems and web browsers have the latest security fixes;
- 24.2.4 it is your responsibility to make sure that any information stored or shown on your device is kept secure;
- 24.3 Never access the Bank's internet banking service from any computer connected to a network without first making sure that nobody else will be able to see or copy your log-in details;
- 24.4 If you access the Bank's online banking service from a public computer (for example in a cybercafé, hotel or business centre) remember to log off from the online banking service and close the internet browser when you have finished using the service;
- 24.5 You can access the Bank's internet banking service by typing in the Bank's domain address into your web browser after your initial registration for the Bank's internet banking service;
- 24.6 the Bank will never ask you to access the Bank's internet banking service from a link in an email or by telephoning you and asking you to do so;
- 24.6.1 the Bank will never contact you asking you to reveal or update your Security Details;
- 24.6.2 If you receive such a request (even if it appears to be from the Bank) it is likely to be fraudulent and **you must not supply your Security Details under any circumstances**. You must report any such requests to the Bank immediately.
- 24.7 You must inform the Bank as soon as you can if you notice something is wrong with your internet banking. If you think someone else may have access to your Business Account(s), or if you notice anything suspicious, you must contact the Bank immediately.

25 YOUR INFORMATION

- 25.1 The Bank will treat your Personal Information as private and confidential in accordance with the Bank's Privacy Policy.
- 25.2 The Bank may share your Personal Information with other members of the Habib Bank Group and disclose it outside the Habib Bank Group (whether to fraud prevention agencies and/or credit reference agencies) only as permitted under these General Terms and Conditions or under the Bank's Privacy Policy.
- 25.3 In order to provide you with banking services we may need to transfer and process personal information about you, or your business partners or your shareholders (including all or any beneficial owners) or company officers outside the European Economic Area, including in countries that do not have data protection laws (for example, to our parent company Habib Bank Limited in Pakistan), but where we do so we will ensure that personal information is treated in a manner consistent with European data protection laws.

26 CONVERTING YOUR BUSINESS ACCOUNT

- 26.1 Where, in the Bank's reasonable opinion, there is a valid reason (including a decision by the Bank to no longer offer that type of Business Account) to convert your Business Account into another type of Business Account offered by the Bank, the Bank may do so by giving you not less than 60 days' prior notice.
- 26.2 Where the Bank gives you notice of its intention to convert your Business Account to another type of Business Account offered by the Bank in accordance with clause 26.1 above, you will have a right to give the Bank to close that Business Account by giving written notice to the Bank. You may close your current Business Account or switch to any other type of Business Account then offered by the Bank without loss of

interest or any additional charges for a further 30 days after the date on which the Bank converts your existing Business Account into another type of Business Account.

27

CLOSING OR CANCELLING YOUR BUSINESS ACCOUNT

27.1 Closing by you and your cancellation rights

27.1.1 You can close your Business Account at any time for any reason without charge if the terms for your account permit you to do so. The Bank will forward any credit balance plus any accrued interest on your account to you after:

- (a) you have given the Bank written notice as required by clause 27.1.3 below that you wish to close your Business Account;
- (b) you have returned all (unused) cheques and cards issued by the Bank in relation to the Business Account; and
- (c) you repay in full any money you owe the Bank including (without limitation) any interest, costs or charges.

27.1.2 You can also cancel your agreement with the Bank by closing your Business Account within 14 Calendar Days after the day on which you opened your Business Account with the Bank. The Bank will return the balance of any funds deposited by you, together with any interest earned (in accordance with the Specific Terms and Conditions for that Business Account), and no charges will be made for cancelling the Business Account within 14 Calendar Days from opening.

27.1.3 To close a Business Account You must give written notice (signed by the authorised signatories in accordance with your Business Account mandate) to the Bank in person at any of the Bank's Branches or send it by post. The notice must be accompanied with a board or partnership resolution in a form acceptable to the Bank.

27.1.4 After your Business Account(s) is closed:

- (a) all Payment Orders and/or your other instructions will be cancelled;
- (b) your agreement with the Bank, including these General Terms and Conditions, will end;
- (c) you must not issue any more cheques or make any other payments and your cardholders should not use their cards (if any).

27.2 Closing by the Bank

27.2.1 The Bank may close your Business Account and terminate its agreement with you with immediate effect by notice to you in the following circumstances:

- (a) if you have seriously or persistently broken any of these General Terms and Conditions; or
- (b) you are, or the Bank reasonably suspects you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- (c) your Business Account is, or the Bank reasonably suspects that your Business Account is, being used for an illegal purpose; or
- (d) you are, or the Bank reasonably suspects you may be, acting fraudulently; or
- (e) you are, or the Bank reasonably suspects you may be, involved in criminal activity of any kind whether or not linked to your Business Account(s) or your relationship with the Bank; or
- (f) your behaviour is improper, for example you act in a threatening way towards the Bank or the Bank's staff; or
- (g) you are not entitled to open your Business Account(s) under the Bank's own policies or any Applicable Law; or
- (h) you have been made insolvent or bankrupt, or propose or enter into arrangement with creditors for the compromise of your debts (or subject to any comparable process anywhere in the World); or
- (i) the Bank has demanded that you repay an overdrawn balance on your Business Account(s) and you fail to do so; or
- (j) if the Bank reasonably considers that by continuing its agreement with and providing banking services to you:
- (i) the Bank may be in breach of any Applicable Law, or

- (ii) the Bank or any other member of the Habib Bank Group may be exposed to action or censure from any government, regulator or law enforcement agency.

27.2.2 Subject to any applicable Specific Terms and Conditions, the Bank may close your Business Account by paying any balance due to you, together with interest at the agreed rate, up to and including the date of repayment.

27.2.3 The Bank will not rely on clause 27.2.1 above to close your Business Account where you have made a valid complaint(s) against the Bank in respect of the reason for the Bank closing your Business Account.

27.2.4 If your Business Account is closed for any reason and the Bank makes a repayment to you, you will have no further right(s) or interest in the account.

27.2.5 Except for fixed rate Deposits Accounts you or otherwise provided in the relevant Specific Terms and Conditions, you may close your Business Account without charge at any time by writing to the Bank.

27.2.6 If any insolvency or equivalent proceedings are commenced against you then the Bank may (at its discretion):

- (a) suspend or stop your ability to make Payment Orders or withdraw funds from your Business Account; and/or
- (b) suspend or stop your access to internet and telephone banking services; and/or
- (c) require you to return any debit cards and cheque books you have; and/or
- (d) refuse to act on any instructions given by you or anyone else to withdraw funds or make any Payment Orders out of your account unless you have previously obtained an appropriate order from the Court; and/or
- (e) act in accordance with any orders made by the Court, or in accordance with the requirements of Applicable Law.

27.2.7 If the Bank or any other member of the Habib Bank Group is notified that any other court order or arrangement has been entered into or application made in relation to your account which requires authority to be obtained from a third party before the Bank act on instructions to make Payment Orders from your account, you agree that the Bank may take any of the actions set out in clause 27.2.6 above until the Bank receive appropriate authority from the relevant third party.

27.2.8 The Bank will give you notice in writing immediately after your Business Account(s) has/ have been closed for the reasons listed above.

27.2.9 The Bank may close your Business Account(s) for any other reason by giving you at least two months' written notice.

27.2.10 If the Bank closes your Business Account(s), the Bank will repay any credit balance owed to you by either issuing a cheque or acting on your written instructions. Please see clause 31 on the Bank's right to exercise set-off in respect of any amount due from you to the Bank.

28 DORMANT BUSINESS ACCOUNTS

28.1 The Bank may treat your Business Account as dormant if it has been inactive, for example if you have not made any transactions through your Business Account, for at least 18 months. The Bank may write to you and request you to either use the Business Account or explain the reasons for not using the Business Account.

If your account has been dormant for a period of 24 months or more, the Bank may require you to provide suitable evidence of your identity and address before reactivating your Business Account.

29 LIMITATIONS TO THE BANK'S LIABILITY

29.1 Subject to clause 29.2 below, if the Bank fails to carry out your request for a Payment Order (in accordance with these Terms and Conditions or any Specific Terms and Conditions relevant to your request) or the Bank fails to carry out your request correctly, the Bank will refund the amount of the payment and any

charges or interest you paid as a result of the Bank's failure, and pay you any interest the Bank would have paid you on that amount, and will not have any further liability to you.

29.2 The Bank's liability under clause 29.1 above is subject to the following:

29.2.1 the Bank shall not be responsible to you for any loss you may suffer if the Bank is prevented from or delayed in providing you with any banking or other services as a result of:

- (a) the Bank complying with Applicable Law or with these Terms and Conditions or any Specific Terms and Conditions;
- (b) steps taken by the Bank with a view to preventing money laundering, fraud or terrorist financing;
- (c) industrial action;
- (d) outage of communications and confirmation systems used between Banks generally;
- (e) non-availability of equipment or supplies, or business disruption on account of natural calamity, riot or terrorism;

29.2.2 the Bank shall not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities) or for any indirect losses for any reason whatsoever;

29.2.3 the Bank shall not be responsible to you for any delay, indirect, consequential losses or losses that the bank could not reasonably have expected to foresee; and

29.2.4 the Bank shall not be responsible to you for any delay, indirect or consequential losses, provided that the Bank has acted reasonably.

29.3 The Bank will reimburse you for unauthorised payments from your Business Account(s), and will compensate you for any directly or where, the Bank's reasonable investigations confirm that:

29.3.1 you have informed the Bank without delay of the unauthorised payment subject to these General Terms and Conditions, any relevant Specific Terms and Conditions and any Applicable Law;

29.3.2 neither you, nor any other account holder or signatory to the relevant Business Account, nor any other person for whose actions you are vicariously liable, has acted fraudulently or been grossly negligent; or

29.3.3 the unauthorised payment is not a result of a failure by you to comply with the security obligations set out in these General Terms and Conditions or any relevant Specific Terms and Conditions or the security recommendations published on the Bank's Website. This includes, but is not limited to, a failure by you to keep your Security Details or other confidential information about your Business Account(s) secure.

29.4 The Bank shall not be liable to reimburse you for unauthorised payments from your Business Account(s) unless you have informed the Bank in any event no later than 13 months after the debit date for the unauthorised payment.

29.5 Where the Bank has made any payment to you in respect of an unauthorised payment from your Business Account and the Bank later becomes aware of evidence that shows the Bank is not responsible for the unauthorised payment, the Bank will recover an amount equal to the payment refund from your account.

29.6 In the event that the Bank is responsible for unauthorised payments as specified in clauses 29.3 above, the Bank's liability shall be limited to refunding the amount of the unauthorised transaction and any resulting overdraft interest and charges. The Bank will have no further liability to you.

29.7 Where an unauthorised payment has been made from your Business Account as a result of the use of a lost or misappropriated payment instrument, you will be liable up to a maximum of £35 for any losses incurred (except where you or any other account holder or signatory to the relevant Business Account, or any other person for whose actions you are vicariously liable, have acted fraudulently, or with intent or gross negligence, in which case you will be liable for all losses incurred).

29.8 You will not be liable for any losses incurred as a result of the use of a lost or misappropriated payment instrument or use of your personalised security credentials after you have notified the Bank of those

losses or breach of secrecy in accordance with these General Terms and Conditions (except where you or any other account holder or signatory to the relevant Business Account, or any other person for whose actions you are vicariously liable have acted fraudulently, in which case you will be liable for all losses incurred).

29.9 For the avoidance of doubt, the Bank shall not be liable for any abnormal or unforeseen circumstances beyond the Bank's control or where the Bank's failure to comply is due to the Bank's obligations under Applicable Law.

29.10 Nothing in these General Terms and Conditions limits the Bank's liability for acting fraudulently or gross negligence or otherwise excludes or limits the Bank's liability to the extent the Bank is unable to exclude or limit it by Applicable Law.

29.11 You are responsible for payment of any debt that arises on your Business Account(s). Please refer to the Bank's right to set off in clause 31.

30 NOTICES

30.1 The Bank may give notice to you for any purpose:

30.1.1 at any address notified by you to the Bank for that purpose; or/and

30.1.2 at the Bank's discretion but not obligation, at any other address reasonably believed by the Bank to be your registered office or place of business, or at the last address given by you or known to the Bank as your registered office or place of business, or the business address or residential address of any officer or authorised signatory (in each case even if that address is no longer current) where the Bank reasonably believes that the address notified by you to the Bank is no longer current and you have not given the Bank notice of your change of address as required under these Terms and Conditions.

30.2 Any notice given by the Bank to you in accordance with clause 30.1 above shall be deemed to be effective when delivered by leaving it at the relevant address, or the next Business Day when sent by first class post to the relevant address (whether actually received by you or not).

30.3 Any notice given by the Bank to you by placing it in your relevant folder kept at the Branch in accordance with clause 21 (**Mail Service**) above shall be deemed to be effective when delivered by leaving it in the relevant folder (whether actually received by you or not).

30.4 Any notice given by you to the Bank in accordance with these General Terms and Conditions must be:

30.4.1 delivered to the Branch at which your Business Account is held; and

30.4.2 accompanied by a written resolution in an appropriate form where the agreement or matter in respect of which that notice is given by you to the Bank was entered into or given by you to the Bank in the form of or accompanied by a written resolution (but the Bank may waive this requirement at any time, whether when or after the notice is given, at its absolute discretion).

30.5 Any notice given by you to the Bank in accordance with these General Terms and Conditions shall be deemed delivered only on actual receipt by the Bank (and if received on a day when the Bank is not open for business, deemed received on the next day when the Bank is open for business).

31 SET-OFF

31.1

The Bank may use any other account(s) held by you with the Bank and/or with the Habib Bank Group which are in credit to reduce or repay any amount you may owe to the Bank in other account(s) held by you in the same name in respect of an agreed or unauthorised overdraft, business loan, or any other credit agreement. In the process, the Bank may opt to recover any amount(s) outstanding from your other deposits whether they be time or demand deposits held by you with the Bank for a certain period along with the interest payable by the Bank. In cases where the credit balances are in a different currency from the currency in which balances are owed to the Bank, then the currency conversion would be done at the Bank's prevailing market rate. Any losses on conversion will be to the account of the customer. For avoidance of doubt this right of set off may be exercised if you have provided a corporate guarantee in respect of any facility or loan taken by any of your officers or directors or by any third party.

32

IMMIGRATION STATUS

32.1

All banks in the United States of America are required to carry out immigration status checks on people applying for current accounts. Banks must refuse an application for a new current account or to add a signatory or identified beneficiary to a new or existing current account) if the USA's Secretary of State for the Home Department (the **Home Office**) considers that that person should not be provided with access to banking services. Where the Bank receives notification from the Home Office the Bank will be obliged to close your

Business Accounts with immediate effect, or to remove any person as a signatory to your Business Accounts, in order for the Bank to comply with a notice to that effect from the Home Office.

33

BANKING HOURS

33.1

The Bank may change its Banking Hours, or the availability of banking at Branches, by display of notice in the Bank's Branches or in the press or by post or by posting on the Bank's Website.

34

BLOCKING YOUR BUSINESS ACCOUNT

34.1

If the Bank suspects fraud or other suspicious transactions the Bank may block your Business Account where it believes it is reasonable to do so to protect you and/or the Bank. The Bank may be required to carry out the process of establishing your identity again. Once the Bank has sufficient proof of your identity (to its satisfaction), the Bank will reactivate your Business Account.

35

ASSIGNMENT

35.1

The Bank may transfer, assign or pass the Bank's rights and/or obligations under these General Terms and Conditions and/or arrange for any other person permitted to do so under Applicable Law to carry out the Bank's rights or obligations under these General Terms and Conditions.

35.2

You may not transfer or assign any of your rights or obligations under these General Terms and Conditions.

36

RESOLVING COMPLAINTS

36.1

If you feel that the Bank has not delivered the standard of service you expect, or if you think the Bank has made a mistake, please let the Bank know as soon as possible, so that the Bank has the chance to put it right in a timely manner. The Bank has a complaint handling policy that the Bank follows, a copy of which can be requested at any time by calling the Customer Contact Centre and is also available on the Bank's Website.

36.2

In the unlikely event that the Bank is unable to resolve your complaint, or if you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service (the **FOS**), details of which are available in the Bank's Branches and can be found by calling the Customer Contact Centre.

36.3

The FOS provides an out-of-court complaint and redress mechanism. You can contact the Financial Ombudsman Service directly at Exchange Tower, London E14 9SR, England, by telephoning 0800 023 4567 or 0300 123 9123 (if you are calling from within the USA) or +44 20 7964 1000 (if you are calling from outside the USA) or by email to complaint.info@financial-ombudsman.org

36.4

DEPOSIT PROTECTION SCHEME

The Bank is covered by the Financial Services Compensation Scheme (the **FSCS**). The FSCS can pay compensation to depositors if the Bank is unable to meet its financial obligations. You may be entitled to compensation from the FSCS if the Bank cannot meet its obligations to you. This depends on the type of your business and the circumstances of the claim. Most depositors, including most individuals and small businesses, are covered by the FSCS.

36.5

For further information about the FSCS (including the current limits, amounts covered and eligibility to claim) please ask the Bank, or contact the FSCS directly at 0800 678 1100 or +4420 7741 4100, or refer to the FSCS's website at www.fscs.org.

37

WAIVER

37.1 Failure by the Bank to exercise, or any delay in exercising, any right or remedy provided under these General Terms and Conditions or by Applicable Law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise by the Bank of any right or remedy provided under these General Terms and Conditions or by law shall preclude or restrict the further exercise of that right or remedy.

38

THIRD PARTY RIGHTS

38.1

38.2

Nothing in these General Terms and Conditions confers or purports to confer on any third party any benefit or any right to enforce any term of the agreement between us (whether under the Contract (Rights of Third Parties) Act 1999 or otherwise).

Each of the terms set out in these Terms and Conditions is separate from all other terms and conditions so that if one is found to be invalid or unenforceable it will not affect the other terms and conditions.

39

GOVERNING LAW AND JURISDICTION

39.1

For all Accounts held in England, these General Terms and Conditions and any dispute or claim arising out of it or its subject matter or formation and any non-contractual obligations arising out of it is governed by the laws of England, as are all the Bank's dealings with you until such time as your Business Account is opened.

39.2

You and the Bank submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim arising out of or in connection with these General Terms and Conditions or its subject matter or formation.

39.3

The language the Bank will use in the Bank's communications will be English.



MEGA FINANCE
RESERVE BANK

Mega Finance Reserve Bank USA Limited (Trading as Mega
Authorised by the Prudential Regulation Authority
(PRA) and regulated by the Financial Conduct
Authority (FCA) and Prudential Regulation Authority

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