

# BANKING GENERAL CONDITIONS



FBME BANK LTD



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### Banking General Conditions

These are the General Conditions which apply to individual and corporate accounts with the Bank, referred to in the completed Application Form requesting the Bank to open such an account. Upon the opening of that account, these General Conditions (as may be updated by the Bank from time to time in accordance with the terms and conditions herein) will govern the Client's relationship with the Bank as customer and banker and will together comprise the agreement between the Client and the Bank. This document should be read in conjunction with the specific terms of each service and any other specific terms of any service. Where there is a conflict between the specific terms and the General Conditions the specific terms will prevail.

#### 1. Definitions

1.1. In these conditions:

<b>"Account"</b>	means each of: (i) the account with the Bank opened by the Client pursuant to the Application Form and (ii) all other accounts which the Client may at any time have with the Bank, notwithstanding that further or other conditions may apply thereto, provided that in the event of conflict such further or other conditions shall prevail over these General Conditions;
<b>"Application Form"</b>	means in respect of a Client that is an individual the application to open an FBME Cyprus branch Personal/Joint Account form and in respect of a Client that is a corporate entity the Application to open an FBME Cyprus branch Corporate Account form, in each case as executed by the Client requesting the Bank to open an Account in the name of that Client;
<b>"Authorised Signatories"</b>	means persons duly authorised to sign cheques and otherwise conduct and operate an Account for and on behalf of a Client in accordance with a Mandate duly completed;
<b>"Bank"</b>	means FBME Bank Ltd;
<b>"Bank's Tariff"</b>	means the Bank's announced tariff list of fees and charges as may be revised and updated at the Bank's discretion from time to time and as disclosed on the Website;
<b>"Compliance Authority"</b>	means the Central Bank of Cyprus and/or any other appropriate authority and/or regulatory body, Governmental, quasi-Governmental and/or otherwise charged with the task of overseeing the operations of the Bank;
<b>"Client"</b>	means a person or persons (whether legal or natural or otherwise) holding any Account with the Bank (and shall when the context so requires include person(s) requesting such an Account or other services from the Bank);
<b>"Force Majeure"</b>	means any delay, error, failure or interruption of performance due to any act of God, fire, natural disaster, strike, terrorism, war, insurrection, civil disturbance, riot, boycott, interruption of power supply or communications service, internet problems, epidemic or any other cause not within the reasonable control of the Bank;



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<b>“Group”</b>	means the Bank and any subsidiaries of the Bank;
<b>“Holdmail Service”</b>	means the service offered by the Bank in connection with the operation of an Account whereby all communications to the Client are handled in accordance with the provisions of Condition 30;
<b>“e-Banking”</b>	means the operation of an Account through the FBME Direct e-Banking service via the Website and/or such successor or other system as the Bank may use or designate from time to time in accordance with and subject to the General Conditions and the Special Conditions as set out therein;
<b>“Mandate”</b>	means (i) in respect of a corporate Client the section of the Application Form marked “Authorised Signatories” (or such other mandate form as may be provided by the Bank from time to time) duly completed for and on behalf of a Client and granted by or with the authorisation of a resolution of the Board of the Client (or in the case of a company in liquidation, by a liquidator appointed in accordance with the applicable laws, or in respect of a company under a form of administration officially recognised by the law applicable to the company, or by the administrator), and deposited with the Bank, or by a valid and effective power of attorney notified to the Bank in such manner as the Bank may require; or (ii) in the case of an individual Client or Clients in the case of a joint account the section of the application form marked “Signing authority” (or such other mandate form as may be provided by the Bank from time to time) duly completed by a Client(s). In these General Conditions the term “Mandate” includes a power of attorney and includes, in the case of e-Banking, the authorisation in the e-Banking Application documents (whether virtual or physical), or otherwise as the Bank may permit, of an account administrator and a user or users authorised to debit, or give instructions relating to, an Account;
<b>“Special Conditions”</b>	means special terms and conditions in relation to other Bank services or products that apply in addition to the General Conditions in relation to the conduct of Accounts, including without limitation the special terms and conditions for e-Banking as set out therein;
<b>“Website”</b>	means the internet website of the Bank, (including as used for the delivery of the e-Banking Service (as defined in the e-Banking Special Conditions)), being <a href="http://www.fbme.com">www.fbme.com</a> and/or such successor or other website as the Bank may use or designate from time to time in accordance with and subject to the General Conditions and the e-Banking Special Conditions as set out therein;
<b>“Third Party”</b>	means any person who is not the Client;



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1.2. The headings in these General Conditions are for convenience only and shall not affect the interpretation of these General Conditions.

1.3. Unless the context otherwise requires, the singular includes the plural, and vice versa and the male includes the female; where there is more than one person included in the expression the “**Client**” all the obligations of the Client are joint and several.

### **2. Governing Laws and Application of the General Conditions**

2.1. These General Conditions are, and the relationship between the Bank and the Client is, governed by English Law; they are, and it is, further subject to applicable consumer protection, exchange control, fiscal, money laundering and central banking laws and regulations of the Republic of Cyprus and the European Union however, the Bank may at its sole discretion choose to have the General Conditions governed by the laws of the Republic of Cyprus. In such cases an Addendum will be executed stating the change of the governing law and shall form an integral part of the General Conditions.

2.2. These General Conditions are not exhaustive or exclusive; in particular, there may be further specific terms and conditions applicable to e-Banking, special accounts, overdrafts, payment cards, lending agreements and other services provided by or arrangements made with the Bank as may, from time to time, be agreed between the Bank and the Client. Documentary Credits shall not only be subject to the conditions applying on issue, but also to the Uniform Customs and Practice for Documentary Credits issued by the Council of the International Chamber of Commerce. Copies of the additional conditions applicable to particular services are available upon request, and will apply thereto in any event.

### **3. Contracts (Rights of Third Parties) Act 1999 Exclusion**

3.1. Neither these General Conditions nor any Special Conditions shall confer any benefits on any Third Parties. No Third Party may enforce any term of these General Conditions or of any Special Conditions or of any provision contained in any document issued under these conditions. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from these conditions and any other document issued pursuant thereto.

### **4. Mandate and Authorised Signatories**

4.1. All cheques, instructions and (except in the case of e-Banking) orders in relation to the conduct on an Account must be signed by Authorised Signatories of the Client.

4.2. The Bank shall not be required or bound to honour any cheque, instruction or order in relation to an Account that is not signed or issued by an Authorised Signatory. In particular, irrespective of any innate legal authority to conduct an Account that a Director of a Client may have in accordance with the laws of incorporation of a Client that is a company, if such Director is not an Authorised Signatory, the Bank shall not be bound to follow the instructions or orders of such Director in respect of the conduct of an Account.



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- 4.3. An Account opened with the Bank by an administrative receiver (or equivalent) of a Client shall be treated for the purposes of these General Conditions as an Account opened by the Client and the Bank will recognise signatories authorised by such receiver. In all cases where a person claims the right to represent or stand in the shoes of a Client, whether they be a liquidator, administrator, receiver, attorney, or any person appointed by a Court having jurisdiction over the Client, such claim must be supported by such authenticated documentation as the Bank may require in the circumstances of the particular case.
- 4.4. Any change of Mandate must be by completion of a fresh Mandate, in a form provided by the Bank to the Client, and shall not be effective until such new Mandate has been received and accepted by the Bank.
- 4.5. In the case of e-Banking, orders to the Bank must be given by such person or persons who shall be the Account User(s) designated by the Administrator (as defined in the e-Banking Special Conditions) in accordance with the Special Conditions applicable to e-Banking.
- 4.6. The Client agrees that the Bank may act on all orders or instructions issued by an Authorised Signatory pursuant to such Mandate as may have been received by the Bank.

### **5. Accounts and Interest**

- 5.1. Debit balances in excess of the available funds on Accounts are not permitted without prior agreement of the Bank permitting an overdraft, and shall carry interest at the rate applicable to unplanned or unauthorised overdrafts as specified on the Website from time to time or such other rate as may have been agreed between the Bank and the Client. In addition a fee may be payable by the Client in respect of the incurrence of an unplanned or unauthorised overdraft, as set out in the Bank's Tariff.
- 5.2. A Client may request that the Bank grant a permitted overdraft in respect of an Account in accordance with Condition 6.
- 5.3. If a Client attempts to withdraw funds or make payments out of an Account of an amount in excess of the cleared credit balance on such Account plus the amount of any permitted overdraft (the "available funds") the Bank shall treat this as a request for an unplanned overdraft or for an increase in any existing overdraft if the Client already has one, and will consider whether to agree to the Client request taking into account the individual circumstances of the Client. The Bank will not be liable to a Client if it does not agree to grant an unplanned overdraft or increase an unplanned overdraft. The Bank shall be under no obligation to grant any unplanned overdraft and if a request for such an unplanned overdraft is declined when insufficient available funds are standing to the balance of an Account to make a payment, the Client shall not be able to make such payment from the Account. The Bank will not be liable for any consequential refusal by it to honour standing orders and/or any other form of payment in the event that there are insufficient approved funds in the Account.
- 5.4. Interest accrued and due from the Client in respect of any permitted or unplanned overdraft may be debited by the Bank to any Account of the Client. Interest shall accrue and be charged on the amount due from the Client on the Account in question on a daily basis, computed on a 360 day year and may be debited to the Account at the end of each calendar month. Such rate of interest will normally



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be expressed as an annual percentage above the Bank's base rate for the relevant currency from time to time (or as otherwise may be agreed in writing between the Bank and the Client) and the Client shall be bound by such changes in base rates as may from time to time be made by the Bank for the generality of its customers. The interest rate payable by a Client in respect of an overdraft shall depend on whether or not it is a planned permitted overdraft or an unplanned overdraft, as per the Bank's rates specified from time to time.

- 5.5. In addition the Bank will make charges for the operation of the Account in accordance with its standard practice from time to time as set out in the Bank's Tariff (details of which will be supplied to the Client on request).
- 5.6. In the event the Bank elects to pay interest on credit balances held on an Account then it may make such payments at its announced rates applicable to the generality of its customers at the relevant times, such rates as disclosed on the Website. Interest accruing shall be credited to the Account at the end of each month.

### **6. Loan and Overdraft Accounts**

- 6.1. Subject to the provisions of Condition 6.2 below the particular terms and conditions applicable to any loan or overdraft will be the subject of a Facility Letter issued by the Bank for acceptance by the Client before or at the time the relevant loan or overdraft account is opened.
- 6.2. In the event that the Bank does not require and/or request a Facility Letter to be issued for the provision of any facility then the standard form agreement conditions between the Bank and the Client shall apply.

### **7. Other Accounts and Services**

- 7.1. The particular terms and conditions applicable to Card, Deposit, Personal Loan and other special purpose accounts and services shall be as published from time to time by the Bank and/or as disclosed on the Website and/or as may be agreed between the Bank and the Client.

### **8. Cheques**

- 8.1. The Bank will not normally issue cheque books and shall not be obliged to do so, but in the event that cheques are provided to a Client it will not honour cheques otherwise than in forms issued and/or approved by it. It is the responsibility of the Client to ensure the security and proper use of cheques issued to or held by the Client.
- 8.2. The Bank will not be liable for any loss arising from or in connection with the loss, theft, or misuse by any third party of any cheques. The Client should immediately notify the Bank in writing concerning the loss or theft of any cheques. The Bank will not be liable for any consequential refusal by it to honour such cheques.



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### 9. Currencies

- 9.1. An Account will normally be denominated in a single currency (multi currency facilities also being available either subject to a Facility Letter and/or by way of overdraft). The limit of any loan and/or overdraft facility made available in respect of an Account will be expressed in the currency in which that Account is denominated.
- 9.2. Cheques may not be drawn on an Account in currencies other than that in which the Account is denominated without the prior consent of the Bank and at a rate of exchange to be determined by the Bank upon presentation for payment. In the absence of other instructions a payment received by the Bank in a currency other than that in which the destination Account is denominated will be placed in an Account denominated in the currency of the payment (if necessary a new account) unless the currency received is one in which the Bank, in its absolute discretion, does not wish to maintain an Account. If the currency received is acceptable to the Bank and the Client wishes to credit the payment to an Account in a different currency, then all foreign exchange charges and costs including the Bank's commission (as set out in the Bank's Tariff) shall be for the Client's account. If the currency received is unacceptable then the Bank may at its option return the payment.

### 10. Negotiation and Collection of Cheques

- 10.1. Where a Client submits a cheque or draft for negotiation and/or collection and the Bank agrees to do so, such agreement will be on the basis that the Client shall be deemed to have:
- (a) confirmed and warranted that it has good title thereto and that Condition 20.2(b) applies as if the Client was crediting transferred funds to the relevant Account;
  - (b) agreed to indemnify the Bank against all liabilities, claims, losses, costs, expenses including exchange rate fluctuations and agents' charges which may be imposed upon, asserted against or incurred by the Bank in any way relating to or arising out of the negotiation and/or collection of cheques on the Client's behalf; and,
  - (c) authorised the Bank to debit the Client's Account, in the event that any cheque is subsequently returned unpaid, with the amount credited to its account plus any losses, costs, expenses or charges which the Bank may have incurred.

### 11. Statements

- 11.1. Subject to Condition 12 below and to the Holdmail Service where relevant (in accordance with Condition 30 below), the Bank will supply periodic statements of Account to the Client, and/or as the Client may direct. The Client shall be deemed to receive such statements on delivery to, or within 15 days after posting by ordinary mail to the Client, any Authorised Signatory, or any person directed or apparently authorised by Authorised Signatories to receive such statements, unless the Client delivers a complaint in writing to the Bank of non-receipt within 30 days after the relevant periodic date upon which such statements are normally dispatched or agreed to be dispatched by the Bank. The Client shall be responsible for checking all such statements, and all entries therein, whether debits, credits, balances, or otherwise, and details thereof. Unless the Client delivers a complaint in writing to the Bank disputing or questioning any entries therein within 15 days after receipt, or deemed receipt, by the Client of the statement, such statement shall be conclusively deemed to be



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confirmed and agreed by the Client. The Client will also be asked by the Bank periodically to agree and sign an acknowledgment of balances, and signature thereof by or on behalf of the Client shall be confirmation that all preceding entries in Accounts of the Client are correct and that the position as between the Bank and the Client as at the date when such acknowledgement was prepared by the Bank is as stated therein.

### 12. Non-issuance of Statements

Notwithstanding the e-Banking services offered to the Client by the Bank through e-Banking the Client may instruct the Bank to refrain from issuing and sending to the Client any statements regarding the Account (the “**Statements**”). This authority shall be subject to the following conditions:

- 12.1. The Bank’s General Conditions and any Mandate held by the Bank for the time being shall not apply regarding the issuance and sending by the Bank to the Client of statements and according to the Client’s instructions the Client shall not be entitled to receive any statements.
- 12.2. The Client shall be responsible for checking the operation of the Account through e-Banking including all entries therein, whether debits, credits, balances or otherwise and details thereof and unless the Client delivers a complaint in writing to the Bank disputing or questioning any entries within 15 days after the date of any such entries such entries shall be deemed as confirmed by the Client.
- 12.3. In the event that the Client wishes that the Bank issues for the Client statements for a specific period and/or transactions:
  - (a) the Client shall instruct the Bank in writing specifying for which periods the Client wants the statements and the Bank shall be given a period of at least 15 days to comply with this request;
  - (b) the statements shall be mailed by the Bank to the address listed in the Account Opening Documentation of the Bank unless otherwise specified by the Client in writing;
  - (c) the Bank’s General Conditions on Statements shall apply.
- 12.4. The Bank shall not be held responsible for, and hereby excludes all liability in respect of, any losses, claims, expenses, costs and damages whatsoever that the Client may suffer or incur whether directly or indirectly as a result of the non-receipt by the Client of his statements upon the Client’s instructions.
- 12.5. The Client shall be entitled to terminate the arrangements for the non-issuance of statements at any time upon written notice to the Bank.
- 12.6. In the event of termination as specified in Condition 12.5 above the Client shall be entitled to receive statements from the Bank in accordance with the Bank’s General Conditions and the Mandate agreed between the Bank and the Client.

### 13. Repayment

- 13.1. All debit balances on Accounts are repayable on demand, including any unauthorised or unplanned overdraft and whether or not subject to periodic review, whether or not resulting from advances made for an unconcluded purpose or otherwise under a facility referable to a purpose or period



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and whether or not the Client has provided security. Loans, other than by way of overdraft on an Account, are repayable in accordance with the provisions of the Facility Letter applicable thereto. Default in repayment of any sum due to the Bank shall result in all other indebtedness and liabilities of the Client to the Bank becoming immediately due and payable, and the Bank shall then cease to be liable to make further advances or have any further commitment to the Client. The books of the Bank shall be conclusive evidence as to the state of indebtedness and liabilities of the Client to the Bank at any time.

### **14. Client Set-off**

- 14.1. In any case where the Client has more than one Account, the Client shall not be entitled without the prior consent of the Bank to draw on one Account in excess of the credit balance or permitted limit thereof by reference to any undrawn balances or non-utilisation of limits on other Accounts, nor otherwise without such consent to combine or set-off balances on separate Accounts. This is particularly important among Accounts denominated in different currencies. In the case of any combination or set-off permitted by the Bank resulting in the need for currency conversion such conversion shall be effected at such rate as may be determined by the Bank.

### **15. Bank's Set-off and Lien**

- 15.1. Without prior notice to the Client the Bank shall have the right at any time to combine or set-off balances on separate Accounts of the Client. The Bank shall further be entitled to set-off against any credit balance of the Client any other liability of the Client to the Bank, present, future, actual or contingent (whether under any guarantee or counter-indemnity or otherwise). The Bank shall also have a lien on all securities or other property of the Client from time to time held by the Bank, whether for safe custody or otherwise. In the case of any exercise by the Bank of its rights of combination, set-off, or lien resulting in the need for currency conversion such conversion shall be effected at such rate as may be determined by the Bank. The Client agrees that nothing in the arrangements between the Bank and the Client shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right that the Bank may have expressly or by law.

### **16. Closure of Account**

- 16.1. The Client agrees that the Bank may close any Account at any time by giving seven (7) days notice in writing to the Client at his given address for correspondence or such other address for such purpose from time to time notified by the Client in writing to the Bank as per Condition 24.1.
- 16.2. Balances standing to the credit of a closed Account immediately prior to closure shall, subject to the Bank's rights under Condition 19 below, to payment of fees (in accordance with the Bank's Tariff) and of set-off and lien, be sent by ordinary mail to the Client as a draft, except in the case of a Client receiving the Holdmail Service, when such funds shall be retained by the Bank at the disposition of the Client. Any debit balance existing on an Account immediately prior to closure (including pursuant to any unauthorised overdraft) shall forthwith be paid by the Client to the Bank, and the closure of the Account shall not in any way relieve or release the Client from its liability to the Bank to pay any such debt balance.



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### **17. Security**

- 17.1. The Bank may at any time require the provision of security as a condition of the grant or continuation of any loan facilities or overdraft whether or not indebtedness or other liabilities under such loan facilities or overdraft has become due. The sufficiency of any security offered or provided shall be determined by the Bank in its absolute discretion.

### **18. Insurance**

- 18.1. Goods and property of the Client from time to time deposited with or otherwise in the possession of the Bank shall be insured against all risks by the Client with insurers approved by the Bank, and satisfactory evidence thereof produced to the Bank upon request, failing which the Bank may (but shall not be bound to), insure at the expense of the Client. The Bank shall not be liable for insuring, nor for any failure to insure, nor for insurable risks.

### **19. Expenses, Fees and Charges**

- 19.1. Costs and expenses incurred by the Bank in connection with any application for or conduct of an Account or other services for a Client, whether before or after any Account is opened or services provided, are to be paid by the Client to the Bank on demand on a full indemnity basis, or may (at the option of the Bank) be debited by the Bank to any Account of the Client.
- 19.2. The Client shall pay the Bank such charges as are set out in the Bank's Tariff from time to time. The Bank shall have the authority to debit such charges to any Account that the Client may have with the Bank without prior reference to the Client.
- 19.3. The Bank's current interest rates, charges (such as monthly account charges, charges for certain card payments, and overdraft request, arrangement, renewal and usage charges) and charging dates are as set out in the Bank's Tariff from time to time. A Client may also be informed of them by contacting the Bank in writing. The Bank may change its interest rates, charges and charging dates at its discretion at any time.

### **20. Client's Warranty and Indemnity**

- 20.1. The Client covenants that it will observe and perform all assurances and/or undertakings given to the Bank regarding the conduct and use to be made of the Account.
- 20.2. The Client warrants that:
- (a) all information supplied to the Bank on opening an Account, in response to any enquiry made by the Bank, or otherwise in the course, or for the purposes, of any banking transaction, is true and complete and shall, during the whole of such time as the Account remains open, remain true and complete in all relevant respects. The Client shall promptly advise the Bank of any material change in any of the information supplied to the Bank;
- (b) all funds received by the Bank to be credited to the Account have a proper and lawful origin and that the receipt by the Bank of any such funds and/or any onward transmission or use of such funds, will



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not cause the Bank or any of its officers to be in breach of any applicable law or regulation.

- 20.3. The Client indemnifies the Bank against all claims, losses, liabilities and expenses that the Bank may suffer or to which it may be put consequentially upon or as a result of any breach of the covenant and the warranty contained in this Condition.

### **21. Compliance Action by the Bank**

- 21.1. The Client accepts that the Bank may freeze any Account or any monies credited or intended to be credited to an Account, either on the instructions of the relevant Compliance Authority, or on the order of a Court having jurisdiction over the Bank or any branch thereof, or in the event that, in its sole discretion exercised in good faith, it considers either that explanation as to the origin and/or purpose of a particular transfer is required, or it considers that there is a risk that the origin of the transfer to the Bank may be unlawful and that the handling of the funds or any onward transmission thereof may cause the Bank or its officers to be in breach of any applicable code of conduct, law or regulation.

- 21.2. In the event that a transfer credited to the Account is recalled by the transferring bank on compliance or other grounds, then, in the event that the Bank complies with the recall, the amount recalled may be debited to the Account whether or not any onward transfer or commitment has been made from or as regards the Account and whether or not there are sufficient funds standing to the credit of the Account at the relevant time. The Bank will not allow funds to be recalled by a transferring Bank where such funds have already been applied to the credit of an Account without the prior consent of the Client.

### **22. Confidentiality and References**

- 22.1. The Bank will treat the Client's Accounts and other information relating to the Client and its business affairs with the confidentiality required by law and custom and in conformity with laws controlling the use and protection of electronically stored data in all applicable jurisdictions. Notwithstanding the foregoing:

- (a) Where the Client requests a reference or provides the name of the Bank so that another bank or financial institution may obtain a reference, the Client releases the Bank from all obligations of confidence insofar as may be necessary for the provision of such reference. While the Bank shall provide such reference as it may give in good faith the Client shall, in the absence of manifest and substantial error by the Bank, make no claim against the Bank in respect of the contents of any reference provided by the Bank. The Bank reserves the right to refuse to provide a reference for the Client or to give references on the basis that they are given without responsibility on the part of the Bank.
- (b) The Bank may disclose information relating to the Accounts to any subsidiary or associated company of the Bank where such information is required in connection with the provision of any service or facility provided to or for the Client by such company. The Bank shall procure that such subsidiary or associated company shall treat such information in the same way as it would be treated by the Bank pursuant to these General Conditions.



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### 23. Data Protection and Privacy Statement

- 23.1. This Condition sets out the roles and responsibilities of the Bank and the Client with regard to the processing of personal data that are either collected by the Bank or by the Client as part of the Client's use of the Bank's services and products. For the purposes of the present Condition the term "**personal data**" will include records relating to directors, officers, partners, shareholders, Authorised Signatories or other relevant parties whose details the Client has provided to the Bank.
- 23.2. Protecting personal data is very important to the Bank, as confidentiality is one of the Bank's core values. The Bank only processes personal data of individuals in the following contexts:
- (a) personal data that the Bank collects for purposes relating to the provision of the Bank's services and products or relating to the Bank's operation;
  - (b) personal data that the Client collects and supplies to the Bank as part of the Client's use of the Bank's services and products.
- 23.3. By applying for any Bank services and products and by providing personal data as part of the Client's use of the Bank's services and products, the Client agrees that the Group may keep personal information relating to the Client on an FBME database and where necessary disclose such information outside the Bank only in accordance with Condition 23.7.
- 23.4. The Bank may process personal data on individuals collected by the Bank for purposes relating to the provision of the Bank's services and products or relating to the Bank's operation. The Client hereby consents to the processing and warrants that the processing by the Bank of personal data supplied by the Client for the provision of the Bank's services will not place the Bank in breach of any applicable law.
- 23.5. The Bank may use and update the Client related held information to provide the Client with services (including assessing, lending and insurance risks), to perform the duties and obligations imposed on the Bank by law, to exercise its rights deriving from the contractual relationship between the Bank and the Client, to evaluate any of the Client's /third party's applications to the Bank or to any of the Group companies and make decisions concerning the Client's credit ratings, to study the Client's personal needs and the trends of the market for the purpose of research and statistical analysis, to recover debts, to access financial risks and carry out money laundering and fraud prevention checks, and also to update the Bank's records about the Client.
- 23.6. The personal data collected typically include contact details of individuals provided by the Client (such as personal data relating to employees, officers, shareholders, or directors of the Client). Individuals have the right after sending a written notice to the Bank and paying the lawful fee to request from the Bank information concerning the processing of their personal Data and the correction of any incorrect information relating to them.
- 23.7. Clients that submit personal data relating to an individual to the Bank must ensure that they collect and supply such personal data in accordance with applicable laws and regulations. The information relating to individuals supplied by the Client to the Bank is confidential and will only be disclosed outside the Bank, at the Client's request or with the Client's consent, to the Bank's agents and others



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in connection with running accounts and services for the Client, to investigate or prevent fraud, or when disclosure is required by any law or by a Court order or when disclosure is made in Court proceedings between the Bank and/or any company of the Group and the Client, or when disclosure is necessary for reasons of public interest or for the protection of the interests of the Bank and/or any other company of the Group. Other companies in the Group will not make marketing approaches to the Client without the Client's consent. However, the Bank may contact the Client about its services, and those of other members of the Group, which the Bank believes may interest the Client, unless the Client informs the Bank that the Client does not wish to receive this information.

- 23.8. The Bank may administer the Client's accounts and provide other services from centres in countries outside the European Union that do not always have the same standard of data protection laws as the European Union. In such a case the Bank will ensure that the Client's personal data enjoys the same level of security provided by the Bank in the European Union. In all the aforementioned cases the Bank and/or any other company of the Group will secure, whenever possible, a written commitment by the aforementioned persons and organisations that they will keep confidential and secure any information they may receive from the Bank and/or any other company of the Group relating to the Client.
- 23.9. The client acknowledges that the data contained in international transfers and separately requested express transfers is forwarded to the beneficiary's bank by the only financial messaging network active worldwide, the Belgian-based *Society for Worldwide Interbank Financial Telecommunications* (SWIFT). For system reliability reasons, SWIFT transfers and saves, transaction data in Europe and the USA. The Bank takes all reasonable measures to protect transaction data which, however, may be accessed by the US authorities for the purposes of combating terrorism.

## 24. Demands and Notices

- 24.1. A demand or notice hereunder by the Bank shall be in writing, signed by an officer or agent of the Bank, and may be served on the Client either by hand or by post. A demand or notice by post may be addressed to the Client at the address or place of business last known to the Bank or at the registered office of the Client as advised to the Bank or as shown on the public record of the Client in its jurisdiction of incorporation. It shall be deemed to have been received within 15 days after the day on which it was posted and shall be effective notwithstanding it be returned undelivered and notwithstanding the liquidation, receivership or cessation of currently valid corporate status of the Client or the administration of its assets or affairs. Any notice by the Client to the Bank shall be in writing, signed by Authorised Signatories, and delivered to the office of the Bank where the Client's Account is kept either personally or by post. Any such notice to the Bank shall not be effective until received by the Bank. Prior to service of any written notice or demand hereunder preliminary notification may be given by telephone or electronic mail (e-mail) or telex or facsimile communication, and may, but need not, be acted upon, orally, by telephone, or telex or facsimile communication, in the case of the Bank by or apparently by any officer or agent of the Bank, and in the case of the Client by or apparently by any Authorised Signatory, but shall be confirmed by written notice or demand as soon as possible thereafter.



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### 25. Authority to Accept Telex, E-mail, Telephone, or Facsimile Instructions

- 25.1. The Bank shall have the right but not the obligation to accept and to execute instructions and/or give effect to requests to the Bank, to enter into contracts with the Client where such instructions and/or requests are given by electronic mail (e-mail)/telex/telephone/facsimile ("**Transmitted Instructions**"), and purport to come from Authorised Signatories mandated by the Client in accordance with the terms of the applicable Mandate, even if not followed by written confirmation unless otherwise instructed in writing by the Client.
- 25.2. The Bank may leave a message for the Client to contact the Bank on an answer-phone or facsimile machine or with the person answering the telephone.
- 25.3. The Client acknowledges and hereby unequivocally consents to the recording of telephone conversations in connection with any transaction so the Bank may have a record of the Client's instructions, and occasionally monitor to enable the Bank to maintain its service quality and that such recordings may be submitted in evidence to any court in connection with legal proceedings for the purpose of establishing any matters relating to that transaction.
- 25.4. If the Client's Mandate permits Transmitted Instructions, the Bank and the Client will agree security procedures for authenticating these instructions before the Client makes the first transaction via Transmitted Instructions. The Client agrees to keep all security procedures, codes, and personal identifiers confidential, never to disclose them to anyone and to take all reasonable care to prevent their unauthorised or fraudulent use. If the Client keeps a written record of any code or personal identifier, the Client must make a reasonable attempt to disguise it.
- 25.5. The Client authorises the Bank to act on instructions given by Transmitted Instructions, provided that the Bank has followed the operational and security procedures agreed between the Bank and the Client, or required by the Bank and advised to the Client, whether or not such Transmitted Instructions were given by the Client.
- 25.6. If the Client knows or has any reason to suspect that someone else knows its codes or personal identifiers, the Client must immediately inform the Bank. Until the Client does so, the Client will continue to be liable for all transactions. Unless it can be shown that the Client acted fraudulently or with gross negligence or in breach of the security procedures provided herein, following notification by the Client to the Bank of the suspicion the Bank will credit the Client's Account with the amount of any unauthorised transactions carried out on an Account other than by the Client after the Client has notified the Bank, and any interest or charges made by the Bank in relation to them. There will be no reimbursement for transactions occurred prior to notification by the Client as detailed in the present Condition.
- 25.7. The Client assumes all risks involved in connection with any communications by Transmitted Instructions whether by the Client or third parties and in particular (but without prejudice to the generality of the foregoing) risk due to errors in transmission, misunderstandings or errors on the part of the Bank regarding the identity of the Client, and the Bank shall have no responsibility in respect thereof.



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- 25.8. The Bank shall have no duty or responsibility to (i) verify the accuracy of any signature on any facsimile or (ii) inquire as to the authority of any person purporting or claiming to be the Client or an employee, attorney, agent or representative of the Client.
- 25.9. The Client shall indemnify the Bank and keep the Bank indemnified against any liability, losses, damages, or expenses arising in consequence of acting in reliance on any such communications and any actions, proceedings, costs, claims and demands in respect thereof. The Client agrees to perform and ratify any contracts entered into by the Bank as a result of any such communications made or purporting to be made by any attorneys, employees, agents, or representatives of the Client. The Client also authorises the Bank to debit any of the Client's accounts in relation to any liability, losses, damages or expenses arising in consequence of acting in reliance on any such communications.
- 25.10. The Bank may refuse to act on any instruction if:
- (a) the Bank doubts the authenticity of the instruction or does not consider it to be sufficiently clear; or
  - (b) Condition 21 applies or the Bank believes that doing so might put it in breach of any irrevocable direction given to, or contractual obligation binding on, the Bank; or
  - (c) there are insufficient cleared funds available in an Account to meet the full cost of the instruction or such funds as may stand to the credit of an Account are insufficient after providing for the Bank's right of set-off under Condition 15 or otherwise.
- 25.11. Absence of written confirmation of a Transmitted Instruction shall not in any way prejudice the Bank's right of recovery from the Client.
- 25.12. Condition 25 does not apply to the use by the Client of e-Banking, or any successor service in respect of the provision of e-Banking. The Special Conditions applicable to e-Banking shall apply thereto.

## 26. Legal Jurisdiction

- 26.1. This Condition 26.1 applies only where the Client is a resident of a member state of the European Union or a country which is member thereof is the principal centre of the Client's economic activities. In this case the Bank and the Client respectively submit to the non-exclusive jurisdiction of the English Courts for the determination of any dispute which arises between them relating to the subject matter of these General Conditions or any Account, or obligation to which these General Conditions apply, or for the collection of any monies due from the Client to the Bank, provided that the Bank and the Client further irrevocably agree that any such proceedings may be brought in the Courts of the Republic of Cyprus and submit to the non-exclusive jurisdiction of such courts. Both the Bank and the Client irrevocably waive any objection which they may have now or hereafter to the laying of the venue of any proceedings in any such court as is referred to in this Condition and any claim that any such proceedings have been brought in an inconvenient forum, and further irrevocably agree that a judgment in any proceedings brought in the English Courts or in any Court of the Republic of Cyprus shall be conclusive and binding upon the Bank and the Client and may be enforced in the courts of any other jurisdiction. Nothing contained in this Condition shall limit the right of the Bank to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.



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- 26.2. This condition 26.2 applies when Condition 26.1 does not apply. In this case legal proceedings against the Client may be brought by the Bank in the Courts of any country where:
- (a) the Bank carries on business; or
  - (b) the Client is domiciled or resident or has its registered or other principal office or place of central management or control; or
  - (c) the Client carries on any business or has any property or assets tangible or intangible and whether held directly or indirectly or for his benefit or in England or any other jurisdiction whose law is the proper law of any contract between the Bank and the Client. Legal proceedings against the Bank may be brought by the Client in the Courts of the country in which any Account of the Client is domiciled. The Bank and the Client respectively submit to the jurisdiction of any of the Courts referred to in this Condition.

### **27. Amendments**

- 27.1. The Bank may amend or revise these General Conditions, the Bank's Tariff and/or introduce additional conditions at any time and from time to time. Any amendment to these General Conditions or the Bank's Tariff shall become effective subject to the Bank giving notice to the Client which may be given by posting the relevant amendment on the Website or by display, advertisement or other means as the Bank may think fit and shall be binding on the Client in the event of the continuance of the relationship between the Bank and the Client 30 days following the day on which it was posted, displayed, advertised or by any other means notified to the Client.

### **28. Severance**

- 28.1. If any provision of the General Conditions shall be held by a Court to be void, unenforceable or contrary to law, then, effective within the jurisdiction of such Court only, the relevant Condition shall be severed from these General Conditions and within such jurisdiction it shall no longer form part of any contract between the Bank and the Client. In this event the remaining General Conditions shall continue to apply where they are incorporated into any contract with full force and effect. Notwithstanding such a ruling by a Court these General Conditions shall remain valid in their entirety.

### **29. Application of the General Conditions to Partnerships, Trusts and Associations et al**

- 29.1. So far as applicable these conditions shall apply to Accounts opened with the Bank by partnerships, trustees, executors, clubs, associations and societies. In the case of a partnership, executorship or trusteeship the Mandate shall be executed by all of the partners, executors or trustees, or by a managing committee (or equivalent) if such a body shall have power to commit the partnership, executors or the trustees in the particular case. "Executor" shall be deemed to include an administrator formally appointed to administer a deceased person's estate and "trustee" shall include a trustee in bankruptcy or a person formally appointed to administer the assets of a person deemed incapable of managing his affairs. In the case of clubs, societies and associations the Mandate shall be authorised by resolution of the managing or administrative committee established pursuant to the constitution of the body concerned and in accordance with the laws under which it is organised. In each case the Client shall supply to the Bank such authenticated documents as the Bank shall require relating to the constitution and exercise of the partnership, executorship, trust or body concerned and/or to the appointment of the person(s) or committee executing or authorising the Mandate.



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### 30. Holdmail Service

- 30.1. A Client may elect, by making the appropriate indication in their Application Form in respect of a new Account, or in respect of an existing Account by notifying the Bank in writing, that they wish to utilise the Holdmail Service.
- 30.2. Upon making such an election to utilise the Holdmail Service in respect of an Account, notwithstanding the terms of the Mandate and/or any future Mandates, the Client authorises the Bank to retain on its behalf all statements, notices and all other correspondence which the Bank would otherwise send by post to the Client, and all correspondence addressed to the Client from third parties that the Bank may receive from time to time ("**Mail**"). The authority granted pursuant to this Condition 30.2 shall be subject to the terms and conditions as set out in this Condition 30.
- 30.3. The Client shall arrange, by notifying the Bank in writing in advance, for the personal collection of Mail from the Bank from time to time in one of the following ways:
- (a) by the Client;
  - (b) by any other person so authorised in accordance with a Mandate held by the Bank for the time being; or
  - (c) by any other person specifically authorised in writing by the Client, upon proof of identification satisfactory to the Bank.
- 30.4. In respect of (c) above, the Bank shall have no liability for any loss arising either by reason of any such authority having been executed fraudulently or having been misused or stolen.
- 30.5. The Bank shall be entitled to open all Mail which has been held by it for a period of at least 6 months and the Bank shall be entitled to destroy all Mail which has been in its possession for a period of one year and which has not been collected in accordance with Condition 30.3 above.
- 30.6. The Client shall at all times maintain a banking relationship with the Bank and the provision of the Holdmail Service shall automatically terminate upon the cessation of such banking relationship, at which time the Bank shall be entitled to exercise its rights under Condition 30.9(b) in respect of any uncollected Mail then held.
- 30.7. The Client shall pay to the Bank such charges as are set out in the Bank's Tariff from time to time, such charges to be payable quarterly in arrears. The Bank shall have the authority to debit such charges to any Account that the Client may have with the Bank, without prior reference to the Client.
- 30.8. The Bank shall not be held responsible for, and hereby excludes all liability in respect of, any losses, claims, expenses, costs and damages whatsoever which the Client may suffer or incur as a result of, whether directly or indirectly, the Client failing to arrange for collection of Mail from time to time in accordance with the terms hereof, save in the case of fraud or gross negligence by the Bank or any of its employees.
- 30.9. The Bank shall have the right to terminate forthwith the Holdmail Service arrangements hereunder in the event that the Client fails to pay the charges referred to in Condition 30.7.



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- (a) the Client shall be entitled to terminate the arrangements hereunder at any time upon written notice to the Bank.
  - (b) in the event of termination, howsoever caused, the Bank shall be entitled to destroy all Mail in its possession 3 months after such termination.
  - (c) in the event of termination by the Client, any charges previously paid by the Client to the Bank in accordance with Condition 30.7 which relate to the period after termination shall not be repayable to the Client. However, in the event of termination by the Bank, such charges shall be repayable to the Client.
- 30.10. It may be necessary in exceptional circumstances of a legal nature or otherwise for the Bank to communicate with the Client. The Bank may at its discretion do so, by notifying the person(s) whose name(s), address and contact details are provided in the Application Form (or such other person(s) and/or details as the Client may from time to time notify to the Bank in writing). Any such communication made by the Bank shall be deemed to have been received by the Client seven business days after despatch by the Bank if despatched by post or one business day after despatch by the Bank if despatched by any other means.

### 31. Bearer Shares

- 31.1. Where the laws or regulations of Cyprus require that the Bank hold in custody original bearer share certificates in respect of the issued share capital of a corporate Client (being stock certificates which are owned simply by the person who holds them, such holder the "**Bearer**") ("**Bearer Shares**"), the beneficial owner or owners (the "**Beneficial Owners**") of such Bearer Share certificates shall be required to execute a Letter of Undertaking by Beneficial Owners of Bearer Shares in favour of the Bank (in such form as the Bank may require) and to deliver all relevant Bearer Shares in connection therewith to the custody of the Bank.
- 31.2. The Bank shall not be held responsible for, and hereby excludes all liability in respect of, any losses, claims, expenses, costs and damages whatsoever which the Client or any Beneficial Owner may suffer or incur as a result, whether directly or indirectly, of any Bearer Shares being held in the custody of the Bank.
- 31.3. Any fees, costs, taxes, levy or other equivalent expense due and payable by the Bank under the laws of the Republic of Cyprus or the laws of the jurisdiction of incorporation of the Client or any Beneficial Owner in connection with the Bank's holding of any Bearer Shares shall be for the account of the Client, and the Client shall indemnify the Bank for all such amounts as may be payable in connection therewith and the Bank shall have the right to debit any Account of the Client for the amount.

### 32. Joint Accounts

- 32.1. Where the Account is a joint Account, notwithstanding any other provision of these General Conditions, the liability of each of the persons named in the Application Form as Account holders shall be joint and several.
- 32.2. On the death of either or both of the person(s) named in the Application Form as Account holders of a joint Account, then any money for the time being standing to the credit of the said Account(s) and



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anything held by the Bank whether by way of security or for safe custody or collection or any purpose whatsoever may be held to the order of the survivor(s) of the person(s) named in the Application Form as Account holders of a joint account.

- 32.3. Each of the persons named in the Application Form as Account holders of a joint Account agree that they shall be jointly and severally liable for any overdraft, loan or other credit facilities or accommodation which shall be granted on any Account in their joint names, together with all interest, commission and other banking charges and expenses.
- 32.4. Where indicated in the Application Form that a joint Account may be operated only by both of the persons named in the Application Form as Account holders of a joint Account acting together then the Bank shall only allow the Account to be operated and withdrawals or payments made from such Account by both of the named Authorised Signatories in respect of such joint Account together. Where indicated in the Application that a joint Account may be operated by either of the persons named in the Application Form as Account holders of a joint Account acting alone, each Account holder has full power and authority to operate the Account and to bind both Account holders in all respects in the operation of the Account and services provided to the Account holders by the Bank. Provided that for e-Banking the joint Account holders acknowledge and accept that for security purposes only one user can log onto the Bank's e-Banking service at any one time and thus one joint Account holder may operate the Account without the other joint Account holder's authorisation.

### **33. Waiver**

- 33.1. No act, delay, or omission by the Bank shall affect its rights, powers, and remedies under these General Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these General Conditions are cumulative and not exclusive of the rights and remedies provided by law.

### **34. Force Majeure**

- 34.1. The Bank will not be deemed to be in default of any provision of these General Conditions if fulfilment is prevented due to Force Majeure. The Bank shall give the Client reasonable written notification after the occurrence, and shall exercise all reasonable endeavours to avoid or remove the Force Majeure as soon as reasonably practicable.





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## CYPRUS

### Nicosia Branch

90 Archbishop Makarios III Avenue, P.O. Box 25566, 1391 Nicosia, Cyprus  
Tel: +357 22 888444 Fax: +357 22 888555 e-mail: nicosia@fbme.com



## TANZANIA

### Dar Es Salaam Head Office

Samora Avenue, P.O. Box 8298, Dar Es Salaam, Tanzania  
Tel: +255 22 212 6000 Fax: +255 22 212 6006 e-mail: headoffice@fbme.com



## RUSSIA

### Moscow Representative Office

14 Gubkina Street, Office 65, 4th Floor, Moscow 117312, Russia  
Tel: +7 495 748 3536 Fax: +7 495 748 0481 e-mail: moscow@fbme.com





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