



ALPHA BANK LONDON LIMITED

PERSONAL TERMS & CONDITIONS

March 2025

TERMS AND CONDITIONS

These Terms and Conditions (the “**Terms**”) form part of Your agreement with the Bank. This is Our standard Personal Client Agreement upon which We intend to rely.

For Your own benefit and protection, You should read these Terms carefully. If You do not understand any point, please ask for further information.

Specific Product T&Cs may exist for particular products. Please refer to the Product T&Cs for more specific terms and information about these products. It is noted that Product T&Cs are updated more regularly than the Bank’s generic Personal T&Cs, therefore, if any Clauses differ between the two, Product T&Cs should take precedence.

It is recommended that You retain a copy of these Terms for future reference. You may also request additional copies at any time which will be sent to You by post without charge. A copy of the current Terms and Conditions is available on the Bank’s website www.AlphaBankLondon.co.uk.

DEFINITIONS

In these Terms, unless the context otherwise requires:

- “**ABA Identifier**” means the code or reference given to all the banks which are part of the American Bankers Association.
- “**Account**” means any Personal payment account or deposit account established or maintained by the Client with the Bank.
- “**Account Holder(s)**” means the customer(s) in whose name(s) in which the account is held.
- “**Agent**” means the parent(s) of a Minor(s) who can give instructions, obtain information, agree terms and act and sign on behalf of the Minor(s).
- “**Application Form**” means the application form required by the Bank to be completed from time to time by a Client in connection with the opening and operation of an Account.
- “**Bank**” or “**We**” means Alpha Bank London Limited, a company incorporated in England and Wales and having its registered office at Capital House, 85 King William Street, London EC4N 7BL and “Us/Our” shall be construed accordingly.
- “**Base Rate**” means, in relation to amounts denominated in pounds sterling, the rate of interest set by the Bank of England, in relation to amounts denominated in euros, the rate of interest set by the European Central Bank, and in relation to amounts denominated in United States Dollars, the rate of interest set by the Federal Reserve.
- “**BIC**” means Bank Identifier Code.
- “**Business Day**” means any day which is not a Saturday, Sunday or English bank or public holiday.
- “**CHAPS**” means a type of payment as described in Clause 16.
- “**Clearing Agent**” means a direct participant in various payment services within the UK. NatWest is Our Clearing Agent.
- “**Client**” or “**You**” means the person or persons signing the Application Form and “Your” shall be construed accordingly.
- “**Correspondent Bank**” means any intermediary bank involved in the sending/receiving payment process.
- “**Data Retention Policy**” means Our data retention policy (as amended from time to time)
- “**Direct Debit**” means an instruction from You to Your Bank, which authorises the organisation You want to pay to collect varying amounts from Your account.
- “**Direct Debit Guarantee Scheme**” protects customers from payments taken in error. In the case of any incorrect or fraudulent payments, the payer is entitled to a full and immediate refund from their Bank.
- “**EEA**” means the European Economic Area.
- “**Electronic Deposit**” means a payment made/received by the Client from an Account via the electronic means described in Clause 27.
- “**Faster Payments**” means a type of payment as described in Clause 16.
- “**Fedwire Identifier**” means the code or reference given to all the banks and financial institutions which are part of the Federal Reserve Bank transfer system.
- “**Fixed Deposit Account**” means a Deposit Account which pays a fixed interest rate for a fixed period on the sum deposited in the Fixed Deposit Account.
- “**Foreign Exchange**” means to exchange the currency of one country for another at prevailing exchange rates.
- “**IBAN**” means International Bank Account Number.
- “**Instructions**” means instructions given by the Client to the Bank in respect of an Account.
- “**Internal Transfer**” means a type of payment as described in Clause 16.
- “**KYC**” means Know Your Customer requirements the mandatory process of identifying and verifying the identity of the client when opening an account and periodically over time.
- “**Mandate**” means the Client’s Signing Authorities for the Account.
- “**Minor(s)**” means a person(s) under the age of full legal responsibility i.e. under the age of 18 years old.
- “**Notice Account**” means a Deposit Account which may pay interest. A Notice Account requires advance notice before the Client can withdraw funds.
- “**Payment Instruction**” means an Instruction requesting the execution of a Payment Transaction. Writing a cheque is not a Payment Instruction.
- “**Payment Services**” means the services described in Clause 22 and any one of these services will be described as a “Payment Service”.
- “**Payment Transaction**” means a payment made by the Client from an Account or received by the Client into an Account either electronically (i.e. an Electronic Payment) or by cash.
- “**Privacy Notice**” means Our privacy policy (as amended from time to time) and published on Our Website.
- “**Recipient**” means the person who will receive money paid out of an Account as a result of the execution of a Payment Transaction.
- “**Relationship Manager**” means the employee of the Bank who is responsible for overseeing the relationship of the Client with the Bank and is therefore the first point of contact for the Client at the Bank.
- “**Remitter**” means the person or entity originating a payment to ABL.

- **“Remitting Bank”** means the Remitter’s Bank (originating bank)
- **“Rent Deposit Account”** means an Instant Access-type Deposit Account designated to hold tenant deposits in relation to Commercial Lending.
- **“Security Details”** means any details provided by the Bank to the Client which allow the Client to access information and make payments in or out of an Account.
- **“Signing Authorities”** means the individual(s) authorised to sign and give instructions on the account.
- **“Standing Order”** means a type of payment as described in Clause 16.
- **“SWIFT”** means a type of payment as described in Clause 16.
- **“Third Party Provider”** means a service provider authorised by law to access information on Your Accounts online or execute Payment Transactions for You online.
- **“Unarranged overdraft”** An unarranged overdraft is when Your Account exceeds any arranged overdraft limit or becomes overdrawn without an arranged overdraft in place. Where this occurs, You will be charged interest as if You have an arranged overdraft. The charge for this, if any, is detailed in Our Business Tariff Document.
- **“Unauthorised Act”** means when You act fraudulently or when You intentionally or by gross negligence fail to comply with the requirements of Clause 8.

In these Terms, all references to time are in reference to the Bank in the UK.

To: Alpha Bank London Limited, Capital House, 85 King William Street, London EC4N 7BL.

The Client hereby requests that the Bank opens or continues an Account operated by the Bank and the Client hereby agrees that all the Accounts now or in the future opened in the Client’s name(s) shall be operated in accordance with these Terms.

1. General

1.1 You wish to use Your Account(s) as follows:

- a) to receive into the Account(s) any money or other property tendered to the Bank in Your name for the credit of such Account; and
- b) to pay, honour and debit from the Account(s) any sums in accordance with a Payment Instruction whether such Account is in credit or overdrawn but without prejudice to the Bank’s right to refuse to allow any overdraft or increase of overdraft.

1.2 The Bank will not open any Account for children under the age of seven. Minors aged between the ages of 7 and 18 can be added onto Account(s) with their parent(s) as joint account holders. At least one identification document must be provided for the Minor(s) when being added onto an account. It is the parent(s) responsibility to explain to the Minor(s) how bank account(s) work. The Minor(s) will need to authorise their parent(s) to act as the Minor(s)’s Agent. The parent(s) can then give instructions, obtain information, agree terms and act and sign on behalf of the Minor(s). Whilst the Minor(s) is aged under 18 years, they will not have signing authorities on any accounts they are joint account holders of. Once the Minor(s) reach the age of 18 they become a legal adult(s) and are no longer a minor. The Account Holders will be given the opportunity to update the account signing authorities and add the Minor, now adult, as an account signatory. The Bank’s relevant forms will need to be completed and signed by all adult account holders. At the point of turning 18, it is necessary for an up-to-date certified identification document and proof of residential address of the Minor (now adult) to be sent to the Bank.

1.3 Account opening is subject to the Bank’s standard KYC procedures. More information can be found on the Bank’s website www.alphabanklondon.co.uk.

1.4 In particular, before We open an Account, We are required to confirm Your identity and permanent address. We will seek proof of identify and address of Account Holders through electronic verification. If this is not possible, We may require You to provide Us with physical proof of Your identity and permanent address. We also reserve the right to conduct periodic identification verification and searches from time to time.

1.5 Where reasonable, We reserve the right to refuse to accept an application to open an Account.

1.6 Please refer to Our website www.alphabanklondon.co.uk for the minimum amount required in order to open an Alpha Bank Current account. Please also note that the minimum amount requirement may change from time to time. Deposits below the minimum amount may be considered subject to Our discretion.

1.7 For more information on Investments, please refer to the Bank’s Terms of Business document.

2. Arranged and Unarranged Overdrafts

2.1 Overdrafts will not normally be allowed by the Bank unless prior arrangements have been made with the Bank. Cheques may be returned unpaid by the Bank in order to maintain the Account in credit and Payment Instructions may not be acted on. However, the Bank may decide, at its sole and absolute discretion, to allow a payment to be made, whether in relation to a cheque or a Payment Instruction, despite the lack of sufficient funds in the Account. The bank reserves absolute discretion to allow such payments. In such cases an overdraft will have been created without a formal arrangement and such overdraft will be referred to as an “Unarranged Overdraft”. Any unarranged overdrawn balance shall be repayable immediately on demand.

2.2 If You try to make a payment from Your Account and We refuse it due to a lack of funds in Your Account to cover it (including any available arranged overdraft or unarranged overdraft We give You) We may charge You a fee. Our Personal Banking Tariff will set out how much the fee will be.

2.3 In the event that You (or anyone acting on Your behalf) borrow any money from the Bank or incur any liabilities with the Bank, You shall be responsible for the repayment of such monies and the discharge of such liabilities with any applicable interest, costs, charges and expenses. See Clause 7.2.

3. Account Management

3.1 In the event that You (or anyone acting on Your behalf) borrow any money from the Bank or incur any liabilities with the Bank in Your joint names (where Your Account is jointly held with at least one other person), You shall be jointly and severally responsible for the repayment of such monies and the discharge of such liabilities with any applicable interest,

costs, charges and expenses. This means that the Bank may pursue You jointly or pursue any one or more account holders individually for the full amount owing.

3.2 If it comes to the Bank's attention that a dispute in relation to the Account has arisen between the parties to a joint account, the Bank reserves the right to protect its position by taking appropriate action (at the cost and expense of the Client) to get directions from Court and may, in the circumstances of a dispute refuse to honour further instructions on the Account until the matter has been resolved.

3.3 The Bank will send statements to the first named person on the Account unless You instruct Us to send statements to each of the joint account holders.

3.4 Any account holder may access information from any point in the Account history, including when another person or persons was or were the account holder.

3.5 You agree to inform Us within 30 days of any changes in the information provided, including any change in circumstance that would affect Your tax residence.

4. Interest on balances

4.1 General

You can find out about the Bank's interest rates by contacting Your Relationship Manager (if You have one), or by contacting the Bank's office. The Bank will give You a full explanation of how it calculates its interest on request.

4.2 Debit Interest

Interest will be charged on any overdraft, whether such overdraft is formally arranged with the Bank or not. On formally arranged overdrafts interest will be charged in accordance with the facility letter that the Bank sent to You in respect of the arranged overdraft. Any amount overdrawn without a formally arranged overdraft or in excess of the Bank's agreed overdraft limit will be charged in accordance with Our published Personal Tariff. Interest on arranged and unarranged overdrafts is calculated on a daily basis and charged monthly, 14 days after the end of each month. If an Account is held in joint names with a child (aged seven to 18) then no formal or informal overdraft facilities will be available.

4.3 Credit Interest

4.3.1 The Bank may apply interest on cleared credit balances (i.e. on credit balances which are available to the Client) on Rent Deposit Accounts). Fixed Deposit Accounts will be paid interest in accordance with the Bank's published rates from time to time. However, the Bank may apply a negative interest rate where an account is denominated in a currency of a jurisdiction whose central bank applies negative interest rates to deposits maintained by banks supervised by that central bank.

4.3.2 Where interest is payable by Us on Your Account, this interest will first accrue on Your credit balance as explained in the table below and will be calculated on a daily basis and be credited to Your Account as follows:

Type of payment received	When We pay interest
Cash paid in at a UK branch of Our Clearing Agent	Up to two Working Days after You pay in over the NatWest counter
Electronic payments	Same working day

Pound denominated cheque paid in at a UK branch of Our Clearing Agent	Up to two Working Days after We receive the cheque
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4.3.3 The Bank may vary the rate of interest applicable to the Account for the reasons stated in Clause 4.3.4 at any time and will notify You in accordance with Clause 11 of any such changes as soon as practicably possible. If You are unhappy with the new rate of interest applicable to the Account, You may close the Account without charge in accordance with Clause 32.

4.3.4 The reasons that may lead the Bank to vary the rate of interest applicable to the Account include (without limitation) the following:

- a) to respond proportionately to a change in the Bank of England's Base Rate (that is the rate set by the Bank of England in connection with its open money market operations), or any other Central Bank's Base Rate, or any other publicly listed market rate;
- b) to reflect changes to the law, industry codes of practice, the decision of an ombudsman or any other regulatory requirement;
- c) to reflect changes in the costs We reasonably incur for providing Your account; and/or
- d) for any other valid reason, which We will explain to you.

If We change the interest rate for any of the reasons set out above, and the change is to Your advantage, We may make it immediately and without advance notice. If We make such a change, We will notify You in reasonable time of the change taking effect. If the Account is a current account and the change is not to Your advantage, We will provide You with at least 60 days' notice. If the Account is a deposit account, We will provide You with 30 days' prior notice. Changes to interest rates on overdraft facilities shall be given in accordance with Clause 5.4. Notice of changes to interest rates shall be given in accordance with Clause 37 of these Terms.

4.3.5 For Fixed Deposit Accounts, interest will be calculated for the period of the deposit and paid on maturity in accordance with the product terms. We will give You 14 days prior notice of the maturity of a Fixed Deposit in order to give You time to decide what You will do with the proceeds of the deposit at maturity. Unless We hear from You at least two working days before maturity, this deposit will be automatically renewed for a like period at the applicable daily rate set by the Bank. For the avoidance of doubt, the rate of interest on a Fixed Deposit is fixed for the entire term of the Fixed Deposit as set out in the Key Product Information which can be found on Our website www.alphabanklondon.co.uk. Please also refer to the Key Product Information for the minimum amount to be placed on a Fixed Deposit Account. Please refer to Our website www.alphabanklondon.co.uk/fixed-deposits for the minimum amount required to request a bespoke credit interest rate, which may be requested from time to time and agreed at the Bank's discretion.

4.3.6 For Rent Deposit Accounts, interest will be calculated on a daily basis and paid at the end of each calendar quarter (March, June, September and December) in accordance with the terms of the Rent Deposit.

4.3.7 For Notice Accounts, interest shall be calculated daily and paid quarterly into Your Notice Account, and at account closure in accordance with the product terms.

4.3.8 All interest paid by the Bank will be paid gross without any deductions. This means that You may need to account to HM Revenue & Customs for any interest You receive which



exceeds any personal savings allowance to which You are entitled.

5. Bank Charges

5.1 The charges the Bank makes for operating Your Account(s) from day to day vary according to the type of Account You hold. When You open an Account, the Bank will give You a copy of the Personal Tariff, which includes the charges applicable to Your Account(s) for the most commonly used services offered by the Bank. The Tariff is also available on the Bank's website www.alphabanklondon.co.uk.

5.2 Should the Bank feel that an additional fee for operating the Account is required over and above the usual charges in the Tariff, this will be dealt with on a case-by-case basis and by agreement between the Bank and the Customer.

5.3 When the Bank makes changes to its Tariff, We will advise You of a summary of these changes, and they will also be made available on the Bank's website www.alphabanklondon.co.uk.

5.4 If the Bank increases its charges for overdraft facilities, it shall give You 30 days prior notice. If the Bank reduces its charges for overdraft facilities, it will notify You within 30 days after the reduction takes place. For all other changes to charges, the Bank shall give You two months prior notice.

6. Statements

6.1 Regular Account statements will normally be sent to You by post, unless this is not appropriate for the type of Account You have. Statements will normally be provided at a minimum on an annual basis, if there is no transactional activity on Your account. When there are transactions that take place across the account, a statement will be produced for that month. The Bank will not charge You for providing this information. However, should You require duplicate statements, or should You wish to receive statements on a more regular basis than monthly, the Bank reserves the right to levy a charge to cover administrative and postal costs.

6.2 From time to time You may request to receive Account statements and/or other details of Your Account by e-mail. This may be in the form of a written notification of an Account balance, a scanned copy of a statement or otherwise. Such information will be in encrypted form and is available via the Bank's e-mail portal.

6.3 You agree to notify the Bank promptly about any fraud, misrepresentation or inaccuracies that You notice on each statement or that You become aware of in any other way as soon as possible and in any event within 13 months of the credit/debit date of the transaction concerned. For direct debits in Pounds Sterling, Your rights under the UK Direct Debit Guarantee Scheme will apply.

6.4 We will correct any entries We make to Your Account by mistake as soon as possible after You tell Us about them, or We became aware of them.

6.5 We will supply additional statements on request. If We have already provided You with an electronic or paper statement, We will charge You for a duplicate on paper. Details of Our charges are in Personal Tariff Document.

6.6 . We may put messages on Your statement to give You notice of variations to these Conditions or similar account related notifications.

7. Accounts operated by more than one person

7.1 Instructions on an Account operated by more than one person

7.1.1 The Account may be operated by a maximum of four persons, unless We agree otherwise.

7.1.2 We will only accept instructions by authorised individuals as per the Account Mandate

7.1.3 If there is a dispute between You that We know about, We may insist that You jointly give Us written instructions so that You have all consented to what We are asked to do.

7.2 Borrowing on an Account operated by more than one person.

7.2.1. You agree that everyone named on the Account will be jointly and severally (that is both individually and together) bound by these Conditions and will be jointly and severally liable for any obligations, duties or liabilities under, or in connection with these Conditions (including any arranged overdraft or unarranged overdraft on the Account). We may demand repayment or take any action to recover fees, charges, debts or repayments owed to Us in respect of the Account against any of You or all of You.

7.3 Removing someone from an Account operated by more than one person

7.3.1. You can ask Us to remove someone from the Account. To do this, We will need permission from the Account Holder to be removed, in writing. A person removed from the Account will still be liable under these Conditions for the period before they were removed.

7.3.2 If there is a dispute between You that We know about, We may insist that You jointly give Us written instructions so that You have all consented to what We are asked to do.

7.4 Information about Accounts operated by more than one person.

7.4.1. We may disclose to any person operating the Account any information We hold about the Account including historical statement information, even if that information relates to a time when such persons were different.

8. Responsibility for unauthorised Payment Transactions

8.1 Responsibility of the Client

8.1.1 When You act fraudulently or when You intentionally or by gross negligence fail to comply with the requirements of Clause 18 (an "Unauthorised Act"), You will be liable for all losses that You incur in respect of a Payment Transaction that You did not authorise.

8.1.2 Provided that You did not perform an Unauthorised Act and that You adhere to the timescales mentioned in Clause 6.3, in the event of any unauthorised Payment Transactions which took place as a result of the use by a third party of Your Security Details Your liability will be restricted to £35. If the use of the Security Details was not detectable by You and You were not acting fraudulently, or the loss was caused by an employee or agent of the Bank, You will not be liable for any loss.

8.1.3 Where You did not perform an Unauthorised Act and You adhered to the timescale described in Clause 6.3, You will not be liable for any losses arising after You notified the Bank of the loss, theft, misappropriation or unauthorised use of Your Security Details in accordance with Clause 18.

8.2 Responsibility of the Bank

Except as described in Clauses 8.1.1 and 8.1.2 above, the Bank is responsible for any unauthorised Payment

Transaction that You notify to the Bank in accordance with Clause 6.3 and the Bank will refund the amount of the unauthorised Payment Transaction and any resulting interest and charges as soon as practicably possible and in any event no later than the end of the Business Day following the day on which the Bank becomes aware of the unauthorised Payment Transaction. The Bank will have no further liability to you.

9. Responsibility for incorrectly executed Payment Transaction

9.1 Payment Transaction initiated by the Client

9.1.1 Where You provide the Bank with a Payment Instruction which contains the information required by Clause 9.1.5 and that information is correct, then the Bank is responsible for the correct execution of the Payment Transaction unless it can prove to You and, where relevant, to the Recipient's bank, that the Recipient's bank received the payment within the timescales for executing payments set out in Clause 21.1.6. Where the Bank can prove this, the Recipient's bank is responsible to the Recipient for the correct execution of the Payment Transaction and is required by law to immediately make available the payment to the Recipient and where applicable, credit the corresponding amount to the Recipient's account.

9.1.2 When the Bank is responsible for the correct execution of a Payment Transaction under Clause 19 and it did not execute it correctly, the Bank will, provided it is notified about the incorrectly executed Payment Transaction by You within the timescales mentioned in Clause 6.3, refund without undue delay the Account with the amount debited in respect of the defective Payment Transaction and, where applicable, restore the debited Account to the state in which it would have been had the defective Payment Transaction not taken place (for example, by refunding any charges or interest as appropriate). The Bank will have no further liability to you.

9.1.3 If You so request, the Bank will also make immediate efforts to trace the non-executed or defective Payment Transaction and notify You and/or the Recipient of the outcome.

9.1.4 In order to make use of one of the Payment Services described in these Terms & Conditions You confirm that You will advise the Bank which service You require. Should You fail to clarify the Payment Service which You require, then Your Payment Transaction will be processed using either the same day or next day Payment Service depending on the currency in which the Payment Transaction is to be made and the country in which the Recipient's bank is located.

9.1.5 You will ensure that each Payment Instruction that You provide to the Bank contains the information as detailed under "Payment Instruction Information" at the end of these Terms as a minimum.

9.2 Payment Transaction initiated by the Recipient

9.2.1 When You agree to make a payment to a Recipient by Direct Debit or any other method where the Payment Transaction is initiated by the Recipient, then the Recipient's bank is responsible for the correct transmission of the instruction relating to the payment to the Bank and is required by law to immediately re-transmit any instruction which failed to be transmitted properly to the Bank.

9.2.2 Where the Recipient's bank can prove to the Recipient and, where relevant, to the Bank, that the payment instruction was correctly transmitted to the Bank, then the Bank must, provided it is notified about the incorrectly executed Payment Transaction by You within the timescales mentioned in Clause 6.3, refund without undue delay the Account with the amount debited in respect of the non-executed or defective

payment and, where applicable, restore the debited Account to the state in which it would have been had the defective Payment Transaction not taken place (for example, by refunding any charges or interest as appropriate). The Bank will have no further liability to you.

9.3 Payment Transaction initiated by a Third Party Provider

Where a Third Party Provider provides the Bank with a Payment Instruction on Your behalf which contains the information required by Clause 9.1.5 and that information is correct, then the Bank is responsible for the correct execution of the Payment Transaction. If the Bank does not execute such Payment Transaction correctly, the Bank will, provided it is notified about the incorrectly executed Payment Transaction by You within the timescales mentioned in Clause 6.3, refund without undue delay the Account with the amount debited in respect of the defective Payment Transaction and, where applicable, restore the debited Account to the state in which it would have been had the defective Payment Transaction not taken place (for example, by refunding any charges or interest as appropriate). The Bank will have no further liability to you.

10. Refunds of Payment Transactions initiated by or through the Recipient

10.1 When You authorise a Payment Transaction which is initiated by or through a Recipient (for instance in the case of Direct Debit) but:

- a) the exact amount of the Payment Transaction was not specified when You gave the authorisation; and
- b) the amount of the Payment Transaction exceeded the amount that You could reasonably have expected taking into account Your previous spending pattern,

then You are entitled to a refund from the Bank of the full amount of any such Payment Transaction provided that You request a refund from the Bank within eight weeks from the date on which the funds were debited from an Account. The Direct Debit Guarantee Scheme mentioned in Clause 24 provides You with additional protection.

10.2 You acknowledge, however, that You are not entitled to a refund under Clause 10.1, where:

- a) you have authorised the Payment Transaction directly with the Bank; and
- b) if applicable, information on the Payment Transaction was made available to You by the Bank or the Recipient by any means at least four weeks before the date that the Payment Transaction was to be made.

10.3 In order to assist the Bank in determining whether the conditions in Clause 10.1 are satisfied You must provide such information as is reasonably requested by the Bank. If these conditions are satisfied the Bank will refund the Account with the full amount of the Payment Transaction. If they are not, then the Bank will explain to You why it refused to refund You and indicate to You the bodies to which You may refer the matter. The Bank will refund the Account or explain its decision not to refund the Account within 10 Business Days of receiving a request for a refund from You or, where applicable, within 10 Business Days of receiving any further information requested under this Clause.

11. Communication

11.1 All written communication provided to You from the Bank will generally be in English. At the Bank's discretion, written communications may be provided in other languages,

however in the event of a conflict the English version will always prevail.

11.2 Please note that information exchanged by e-mail without the use of the Bank's portal may not be secure and there can be no assurance of privacy or confidentiality when using this form of communication. We will only communicate confidential email information via the Bank's portal.

12. Right to set off

12.1 If You have money in one of Your accounts, We may use it to reduce or repay amounts owed to Us which are due for payment on other accounts. This is Our right of set-off.

We will follow any legal requirements or restrictions before doing this. For example, We won't use Our right of set-off to take any money that We think You need to meet certain important debts.

In exercising Our rights, the bank may combine or consolidate all or any of Your Accounts and liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such Accounts in or towards satisfaction of any liabilities to the Bank on any other Account or in any other respect, whether such liabilities be actual or contingent, primary or collateral.

12.2 If Your liability to Us is jointly owned by You and another person(s), We may set-off money held in Your sole account against that liability. If You maintain a credit balance in a joint account with another person(s), We may set-off money in that account against any liability owed to Us by that other person(s), You solely or all of You jointly.

12.3 If money standing to credit of an Account is denominated in a currency which is different from the currency in which a liability is denominated, We may convert the credit balance to that other currency at the time We exercise Our right of set-off.

12.4 In the event We have to exercise Our right of set-off, where possible, We will notify You in advance before We exercise Our right of set-off and inform You of the amount which will be debited from the relevant account in reliance on that right.

13. Inactive Accounts

13.1 If there are no transactions on the Account (apart from those generated by the Bank, for example charges and interest), nor any client interaction for a period of 1 to 3 years (depending on the risk category of Your account) and the Bank has made every reasonable effort to contact you, the Bank will classify the Account as "inactive" as a fraud prevention measure. Once an Account has been classified as inactive, to make Your account active again, You will need to provide fresh identification evidence and satisfy all necessary due diligence requirements pursuant to these Terms and as required by the applicable money laundering regulations. Where an account has been classified as inactive, no charges shall be levied on it, interest if any shall continue to accrue and be paid and statements will be provided on an annual basis. If Your account is classified as inactive, You will not be able to deposit money, make payments, or withdraw funds from it.

13.2 Where You have more than one account, Clause 13.1 shall not apply to any inactive account for as long as any other account maintained by You continues to be active.

13.3 After a period of inactivity of 15 years the Bank will formally classify the Account as "dormant". Once an Account has been classified as dormant, to make Your account active again, You will need to provide fresh identification evidence and satisfy all necessary due diligence requirements as also required for inactive accounts.

13.4 The Bank participates in the Financial Services Compensation Scheme (please see Clause 39 for further details).

14. Data Protection

14.1 The Bank respects Your privacy and is committed to protecting Your personal data. You explicitly consent to Us accessing, processing, and retaining any information You provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations You or We have under data protection legislation. You may withdraw this consent. If You do this, We will stop using Your data for this purpose, but may continue to process Your data for other purposes.

14.2 Our Privacy Notice explains how We collect, use, disclose, transfer, and store Your information and sets out Your rights to Your information. We have provided Our Privacy Notice to You separately and will inform You when We make any changes to it. Our Privacy Notice is also available on Our website www.alphabanklondon.co.uk.

15. Tax Reporting

15.1 We may be required by law or regulation to share information about Your Account with the UK or other relevant tax authorities. The tax authority We share the information with could then share that information with other appropriate tax authorities.

15.2 If We need extra documents or information from You about this, You agree to supply them. If You fail to supply relevant documentation, We may need to close Your account or, if the law or regulations require Us to do so, We may withhold certain payments received into the Account, and pass the withheld funds to the relevant tax authorities.

15.3 You agree to notify Us within 30 days of any change in Your tax residence status or other significant tax related circumstances, so that We may update Our information accordingly.

16. Paying Cheques into Your Account

16.1 Normally only cheques in pounds sterling, where they are drawn on a UK Bank, will be accepted for the credit of an Account.

16.2 If a cheque is deposited into Your Account at a branch of NatWest, it will start to earn interest (if Your Account is an interest-bearing account) and be available to access the funds 2 business days following the deposit.

16.3 Under the clearing system cheques paid in are cleared using an image of the cheque paid in. If You require a copy of the cheque the Bank will only be able to give You a copy of the imaged cheque.

16.4 The Bank does not accept cheques which are drawn on Alpha Bank Group branches which are outside of the United Kingdom for credit to the Account.

17. Clearing Cheques

17.1 For Current Accounts in Pounds Sterling, a chequebook will be issued to You upon request and sent to You via the UK postal system. Cheques may only be drawn in Pounds Sterling.

17.2 When You write a cheque You should always make sure You have sufficient available funds in Your Account to make the payment as the money could leave Your Account as early as the day after You have written the cheque and given it to the Recipient.

18. Reporting of lost means of payment

You undertake to take all reasonable steps to keep safe any cheques, chequebooks, or Security Details issued by the Bank to You and to immediately notify the Bank by telephone or e-mail (please see Clause 35 for contact details) if any cheques, chequebooks or Security Details issued by the

Bank to You are lost, mislaid, stolen, misappropriated or used without Your authorisation.

19. Electronic Payments

The Bank offers the following electronic means to execute an Electronic Payment:

- **CHAPS** – a means to transfer Pounds Sterling payments within the UK under the Clearing House Automated Payment System. The funds will be debited from the Account on the day the Bank receives the Payment Instruction in accordance with Clause 21.1 and the Recipient's bank will receive the funds transferred on the same day provided You comply with the requirements of Clauses 21.1 and 25.
- **Faster Payments** – a means to transfer Pounds Sterling payments (subject to any limits imposed by the Bank) within the UK. The funds will be debited from the Account on the day the Bank receives the Payment Instruction in accordance with Clause 21.1 and the Recipient's bank will receive the funds transferred on the same day provided You comply with the requirements of Clauses 21.1 and 25.
- **SWIFT** – a system for transferring Pounds Sterling payments out of the UK or for transferring payments that are not in pounds sterling within or out of the UK. The funds will be debited from the Account on the day the Bank receives the Payment Instruction in accordance with Clause 21.1 and the Recipient's bank will receive the funds transferred either on the same Business Day, the next Business Day or two Business Days later according to the type of service described in Clause 22.2-22.4 that You select provided You comply with the requirements of Clauses 21.1 and 25.
- **Standing Order** - a system for transferring regular pounds sterling payments with a value of £100,000 or less within the UK on a specified date. The funds will be debited from the Account on the day the Bank receives the Payment Instruction in accordance with Clause 21.1 and the Recipient's bank will receive the funds transferred on the same day provided You comply with the requirements of Clauses 21.1 and 25.
- **Direct Debit** – a system allowing third parties to transfer regular non-urgent Pounds Sterling payments within the UK from Your Account on a specified date – please see Clauses 21.2 and 24 for further information.
- **Internal Transfer** – a means to transfer funds in any currency from an Account to another account in the same currency held with the Bank on the same Business Day.

20. Payments made into Your Account by mistake or Fraud

20.1 If a payment was made into Your Account up to 13 months before the Bank becomes aware of the mistake, We will notify You and will not return it to the bank it came from for 15 working days, so You have the time to demonstrate that it was intended for You. During this period, You may not use the proceeds of the payment and We may take the amount out of Your Account or limit access to the amount on the Account.

20.2 If a mistaken payment was made more than 13 months before the Bank becomes aware of the mistake, We will contact You before limiting access to the amount on the account and before returning it to the paying bank.

20.3 If the Bank is informed that a payment from within the EEA was made into Your Account by someone else's mistake (for example if the payer gave the wrong account number),

but, when We contact you, You tell Us the payment was intended for you, We are legally required to share all relevant information including Your name and address and transaction information with the bank the payment came from if they ask Us so that the payer may contact you. In all other cases, the steps we'll take will depend on how the payment was made and where it came from.

20.4 If We suspect that any payment credited to Your Account was the result of fraud, We can remove it without Your consent.

20.5 Subject to the other provisions of this Clause 20, We reserve the right without notice to reverse any payment which is credited to Your account in error.

21. Payment Instructions

This Clause explains, in respect of each type of Payment Transaction, how You may give Payment Instructions to the Bank and the procedure that You will follow to consent to the execution of a Payment Transaction or a series of Payment Transactions (which shall therefore be deemed to have been authorised by You).

21.1 Payment Instructions to be executed by CHAPS/SWIFT/ Faster Payments/Standing Orders/Internal Transfers

A Payment Instruction to be executed by CHAPS/SWIFT/Faster Payments/Standing Order/Internal Transfer will have been authorised by You if You provide the Bank with a Payment Instruction in the formats stated below and in accordance with Clause 25:

21.1.1 If the Payment Instruction is sent by post or by facsimile message, it must be in writing and signed by the person(s) indicated on the Mandate in accordance with the Signing Authorities.

21.1.2 If the Payment Instruction is sent by e-mail, it must be in writing, signed by the person(s) indicated on the Mandate in accordance with the Signing Authorities and then scanned and attached to the e-mail. You acknowledge that the giving of Payment Instructions via e-mail is not secure and that You cannot be assured of privacy or confidentiality when using this form of communication.

21.1.3 The Bank shall always be entitled to request alternative or additional proof of authenticity of such Payment Instructions as the Bank may, at its discretion, require. The Payment Instruction, however received from you, will be verified at the discretion of the Bank by a return telephone call made by a Bank employee to a telephone number the Bank currently holds on record for you. During this call, the Bank verifies Your identity (or that of Your agent) and confirms that You have instructed the payment. You acknowledge the Bank will not call You on any new telephone number provided with the Payment Instruction. If the Bank is unable to contact You by telephone to verify the instruction, the payment may be delayed or not made.

21.1.4 Any confirmation Instruction shall clearly indicate that it is a confirmation of a previously given facsimile or e-mail Instruction.

21.1.5 The day on which a Payment Instruction is received by the Bank depends both on the way the Payment Instruction was sent to the Bank and the nature of the Payment Instruction.

21.1.6 A Payment Instruction sent by letter will be received by the Bank on the Business Day on which the letter is delivered to the Bank, a Payment Instruction sent by facsimile will be received by the Bank on the Business Day when the Bank's facsimile machine receives the facsimile and a Payment Instruction sent by e-mail will be received by the Bank on the



Business Day when the message is received by the computer of the person to whom the e-mail was sent, provided that the letter, facsimile or e-mail is received before certain deadlines described in the table below. If the letter or e-mail is not received before the relevant deadline, it will be considered to be received on the next Business Day.

Payment type	Deadline for the Bank to receive Your Payment Instruction that Business Day		
	For pounds sterling payments	For Us dollar payments	For EEA currency payments
CHAPS	2 pm -- Payment will be made on the same day	N/A	N/A
Faster Payments	2 pm -- Payment will be made on the same day	N/A	N/A
SWIFT	N/A	3pm -- Payment will be made on the same day	2pm -- Payment will be made on the same day
Standing Order	3pm - Payment will be made on nominated day	N/A	N/A
Internal Transfer	3.30pm -- Transfer will be made on the same day	3.30pm -- Transfer will be made on the same day	3.30pm -- Transfer will be made on the same day

21.1.7 If You provide the Bank (by any means) with a Payment Instruction to be executed on a specific day, the Bank is deemed to have received the Payment Instruction on the day on which the Payment Transaction is to be executed or the following Business Day if that day is not a Business Day.

21.2 Payment Instructions to be executed by Direct Debit

A Payment Instruction to be executed by Direct Debit will have been authorised by You if You completed the Direct Debit instruction form provided by the Recipient. The Payment Instruction will have been received by the Bank in advance or on the Business Day when the Recipient's bank requests the payment from the Bank.

21.3 Refusal of Payment Instructions

21.3.1 The Bank may refuse to carry out Payment Instructions in the following circumstances:

- a) if it is not reasonably satisfied that the transaction is lawful; (Please refer to Clause 21.3.3)
- b) if there are not sufficient funds available from the Account (including any overdraft);
- c) if it is not signed in accordance with the Signing Authorities;
- d) if the Payment Instruction is incomplete, contains errors or discrepancies; or
- e) if any of the conditions set out in these Terms have not been satisfied

21.3.2 In such a circumstance the Bank will (unless it is unlawful for the Bank to do so) contact You on the day the payment is received, or at the very latest by next Business Day in order to discuss or clarify the reasons in Clause 21.3.1. Once the payment is clarified or rectified, the payment will be processed in line with the time scales confirmed in Clause 21.1.6.

21.3.3 We will do all We can to carry out lawful instructions. However, We do not have to follow an instruction if:

- a) by carrying out the instruction We might break a law, regulation, code or other duty that applies to us, or it might expose Us to claims from third parties;
- b) we reasonably think that a payment into or out of an account is connected to fraud or any other criminal activity, including where the funds are being obtained through deception

We can also refuse to follow an instruction if We reasonably believe that, by executing it, it might expose Us (or another Alpha Bank company) to legal action or censure from any government, regulator or law enforcement agency. We will tell You if You try to make such a payment if it lawful for Us to do so.

To manage Our risk, We also apply internal controls, including limits, to certain types of payment. We change these as necessary but, for security purposes, We do not always disclose them. We may refuse Your instruction if it is above one of these limits. The application of Our internal controls may result in Your payment being delayed or not executed. Unless the law prevents Us, We will try to contact You to inform You about the delay and to explain why. However, We are not obliged to provide an explanation for any delay neither will We accept liability for any losses which You may incur as a result of any delay in carrying out Your instructions. If You experience any losses or costs due to unforeseeable circumstances beyond Our control, such as delays or unexpected losses, We cannot be held responsible. We will only be liable for losses that We could have reasonably anticipated.

We will try to contact You as quickly as possible to tell You We have not followed an instruction and to explain why, unless that would break the law, or We have security reasons not to do so.

22. Payment Services

22.1 The Bank will offer to You a service whereby funds transferred out of Your Account will be placed into a Recipient's bank with good value in accordance with the following currencies and timescales.

22.2 If the bank of the Recipient is within the UK and the payment is in Pounds Sterling:

- a "Same Day" value payment will be executed whereby Your Account will be debited and the Recipient's bank

will receive the funds on the same Business Day. This will be processed on the day in which the Bank receives the Payment Instruction as explained in Clauses 21.1.5 to 21.1.7.

22.3 If the bank of the Recipient is within the EU/EEA and the payment is in an EU/EEA currency (with the exception of sending Pounds Sterling to the UK – please see Clause 22.2) either;

- a “Same Day” value Swift payment will be executed whereby Your Account will be debited on the same Business Day. The payment will be processed on the day in which the Bank receives the Payment Instruction as explained in Clauses 21.1.5 to 21.1.7 with the Recipient’s bank receiving the funds on the Same Business Day or the Next Business Day; or
- a “Next Day” value Swift payment will be executed whereby Your Account will be debited on the day in which the Bank receives the Payment Instruction as explained in Clauses 21.1.5 to 21.1.7. The Recipient’s bank will likely receive the funds on the Next Business Day, however, on occasions, the payment may be received in two Business Days’ time.

22.4 If the bank of the Recipient is outside of the EU/EEA or the payment is in a non EU/EEA currency either;

- **Same Day International Payment Service (via Swift)** whereby Your Account will be debited on the day in which the Bank receives the Payment Instruction as explained in Clauses 21.1.5 to 21.1.7 with the Recipient’s bank receiving the funds on the same Business Day or on the next Business Day; or
- **Next Day International Payment Service (via Swift)** whereby Your Account will be debited on the day in which the Bank receives the Payment Instruction as explained in Clauses 21.1.5 to 21.1.7 with the Recipient’s bank receiving the funds within two Business Days or more, depending on the country in which the Recipient’s bank is based and the currency in which the transfer is made.

23. Specific conditions applicable to the Payment Services

When You instruct the Bank to use one of the Payment Services described in Clause 22, You accept that:

- a) These Payment Services cannot be made from a Loan Account, a Rent Deposit Account or a Fixed Deposit Account. Only Internal Transfers (as defined in Clause 19) can be made from a Rent Deposit Account;
- b) your authorisation to proceed will be provided in accordance with Clause 21 of these Terms;
- c) if You do not provide the information required as stated in Clause 25, then the Bank will not be responsible for any delays incurred in executing the Payment Transaction. However, in such circumstances the Bank will make all reasonable efforts to contact You by phone, e-mail (where appropriate) or in writing;
- d) if You do provide the information required as stated in Clause 25 but it is incorrect, then the Bank will make reasonable efforts to recover the funds involved in the Payment Transaction. The Bank may charge for a recovery where such charges reasonably correspond to the Bank’s actual costs. If the Bank is unable to recover funds relating to a Payment Transaction made with incorrect information, it will, on receipt of a written

request from you, provide You with all available relevant information for You to claim repayment of the funds;

- e) unless specifically requested by you, Payment Instructions will be executed on the Business Day on which the Bank receives them (as described in Clauses 21.1.5 to 21.1.7);
- f) for payment instructions up to £5,000 or currency equivalent, the prevailing exchange rate, if applicable, on the day that the Payment Instruction is processed will be used. The Bank will always notify you, by telephone, of the exchange rate for a payment before it is executed; and
- g) Alpha Bank London will be facilitating Confirmation of Payee (“CoP”) via a third-party arrangement through NatWest Bank, Our new UK Agency Bank partner. Therefore, the bank details of valid name and account combinations will be shared with Our Business Partner daily to ensure that CoP checks are always undertaken on the most current information. As this is an enhanced security measure aimed at combatting fraud and the mis-keying of incorrect information, We will automatically include all in-scope Current and Rent Deposit Accounts into the CoP scheme. You can choose to opt Your account out of the CoP scheme, by contacting Your Relationship Manager, should You wish to.

24. Direct Debit Scheme

This is a scheme for third parties to collect regularly occurring payments from Your Account. It is solely a method of collecting payments with the responsibility for any underlying contracts being between the third party and You. Full Direct Debit rules and regulations apply in accordance with the Direct Debit Scheme (details are available upon request), however under the Direct Debit Guarantee the following will apply:

- if the amounts to be paid or the payment dates change, the organisation collecting the payment will notify You normally 10 Business Days in advance of Your Account being debited or as otherwise agreed.
- if an error is made by the organisation or by the Bank in respect of the Direct Debit payment, You are guaranteed a full and immediate refund from the Bank of the amount paid under the Direct Debit Guarantee Scheme.

25. Information to be provided by the Client when submitting a Payment Instruction

25.1 In order to make use of one of the Payment Services described in these Terms You confirm that You will advise the Bank of which service You require. Should You fail to clarify the Payment Service which You require, then Your Payment Transaction will be processed using either the Same Day or Next Day Payment Service depending on the currency in which the Payment Transaction is to be made and the country in which the Recipient’s bank is located.

25.2 You will ensure that each Payment Instruction that You provide to the Bank contains the information as detailed under “Payment Instruction Information” at the end of these Terms as a minimum.

25.3 Where possible, Payment Instructions should be sent to the Bank in English.

26. Revocation or amendment of a Payment Instruction

26.1 Payment Instructions relating to a Direct Debit may only be revoked at the latest by 2pm on the Business Day before

the day on which the payment is due to be debited from the Account and may be revoked by telephone or e-mail. The Bank reserves the right to have an Instruction given by telephone confirmed in writing. All other Payment Instructions cannot be revoked after the Bank has received them and a Payment Instruction may not be revoked after it has been executed.

26.2 Amendments to a Standing Order may only be made by You at the latest by 2pm on the previous Business Day before the day on which the payment is due to be debited from the Account.

26.3 Amendments to other Payment Instructions are not permitted after the Bank has received them or has executed them.

26.4 In the event an executed Payment Instruction needs to be refunded, a request will need to be submitted to the receiving bank. In the event a Direct Debit refund is required, please refer to Clause 24.

27. Electronic Deposits received by a Client

27.1 Electronic Deposits can be paid into Your Account either via SWIFT, CHAPS, BACS, Faster Payments or Internal Transfer and will be received in the format that they have been sent by the remitting bank. Upon receipt of such Electronic Deposit to Your Account You accept that:

- a) Electronic Deposits in any currencies that are received by the Bank on a Business Day (before 4.30pm) will be credited to Your Account and available to You on the day of value, except where the details provided to the Bank are insufficient for the Bank to be able to identify that You are the recipient of the Electronic Deposits and are unable to process the payment. In such circumstances, the Bank will make all reasonable efforts to contact the remitting bank in order to ascertain to whom to pay the Electronic Deposit and will apply the funds as soon as practicably possible. Any Electronic Deposits received after 4.30pm will be applied on the next Business Day;
- b) where an Electronic Deposit is received in a currency that You do not have an account in, then We will contact You and give You the option to:
 - i) convert the Electronic Deposit using the prevailing exchange rate to credit the existing account held with the Bank; or
 - ii) give You the option to open a new account in the relevant currency.

27.2 When electronic payments are made, the Remitter advises the Remitting Bank on how charges should be applied. The following options are available:

- All Charges to be applied to the Remitter.
 - Any charges are passed to the Remitter/Remitting Bank.
 - The full amount remitted is received by You.
- Charges to be deducted from the remitting amount.
 - Your account is credited with the payment amount net of all Remitter and Correspondent Bank charges.
- Charges to be shared between the Remitter and You.
 - The Remitter will pay for the charges associated with the Remitting Bank and Your account will be credited with the payment amount net of all Correspondent Bank charges.

If in doubt, You should check with the Remitter on the option selected.

A payment can pass through a number of correspondent banks and thus can be difficult to confirm all the applicable charges in the payment chain.

28. Foreign Exchange

28.1 When You give Us instructions for a foreign exchange transaction, We will call You back to confirm Your instruction and confirm the exchange rate if required.

28.2 Please refer to Our website <https://alphabanklondon.co.uk/fx-rates-2> for indicative foreign exchange rates, or speak to Your Relationship Manager directly.

28.3 Foreign exchange instructions which are received before 3.30pm will be processed on the same Business Day, whereas foreign exchange instructions received after that time will be processed on the next Business Day.

29. Financial difficulties

The Bank will deal with cases of financial difficulty sympathetically and positively. You agree that if such problems arise, You will contact the Bank as soon as possible to explain the circumstances in detail. The Bank will do what it can to assist You in overcoming Your financial difficulties. Please also refer to Clause 32.4.

30. Accessibility

If You are affected by a condition, whether temporary or permanent, You must notify Us, so that We may support You in operating Your Account whilst taking into consideration Your condition and Your instructions.

31. Ending the agreement

31.1 The agreement between You and the Bank under these Terms shall remain in force until either You instruct the Bank to close all Your Accounts in accordance with Clause 31.2 or the Bank does so in accordance with Clauses 31.6, 31.7, 31.8, 31.9 or 31.10.

31.2 Subject to other requirements of these Terms, in particular Clause 32, You may close without notice any Account or cancel any service provided by the Bank to You under these Terms or do both by sending a letter, facsimile message or e-mail to the Bank to that effect. The Instruction must comply with the requirements imposed by Clause 25.

31.3 We will accept Account closing instructions signed in line with the Signing Authorities of the Account.

31.4 Your Account will stay open (and these Conditions will continue to apply) until You have repaid any money You owe Us.

31.5 If You tell Us that You wish to close Your Account, You will not be able to use Your Account, or any services or benefits linked to it anymore.

31.6 The Bank may immediately close any Account or cancel any service provided by the Bank to You under these Terms or do both without notice in the following situations:

- a) if You are in breach of these Terms;
- b) there has been or the Bank suspects that there has been fraud in any Account or in any transaction on any Account;

- c) if the Bank has reasonable grounds for believing that You have committed or are about to commit a crime in connection with any Account;
- d) if the Bank is unable to satisfactorily comply with "Know Your Client" requirements under applicable anti-money laundering legislation; or
- e) if the Bank has demanded that You repay an overdrawn balance on an Account and You fail to do so.

The Bank will notify You by post immediately after any Account has been closed under Clause 37.

31.7 The Bank may, by giving You at least 2 months' notice by post to Your last known address close any Account or cancel any service provided by the Bank to You under these Terms or do both.

31.8 If the balance of Your account falls below the sum of 50,000 in any of GBP, EUR or USD, We may, at Our discretion, close Your account with 2 months' notice.

31.9 The Bank reserves the right to end this agreement (or stop providing services or close Your accounts) under the circumstance in which the client risk rating is no longer appropriate for the Bank's appetite. On this occasion, We will give You 2 months' notice.

31.10 The Bank also reserves the right to end this agreement (or stop providing services or close Your accounts) in cases of verbal or physical abuse to the Bank's members of staff. On this occasion, We will give You 2 months' notice. Similarly, We may terminate a phone call with You in case You conduct yourself in an aggressive manner to Our members of staff.

31.11 If a service is to be cancelled in respect of an Account that is to remain open, then You agree that the Bank will, on receipt of Your Instruction given in accordance with Clause 31.2 and without undue delay, cancel the banking service. If the service is cancelled at the initiative of the Bank under Clause 31.6, then the service will be cancelled with immediate effect and if the service is cancelled under Clause 31.7, 31.8, 31.9 or 31.10, then the cancellation will take place at the end of the two months' notice period.

31.12 If an Account is to be closed, either in accordance with Clauses 31.2, 31.7, 31.8, 31.9 or 31.10, then You agree:

- a) to return any items that belong to the Bank, such as unused cheques (cutting them up both before You send them to the Bank);
- b) to repay all sums owed by you, including the amount of any Payment Instructions or cheques You have issued;
- c) to pay any charges and interest that You owe to the Bank; and
- d) that it will be Your responsibility to cancel any direct payments (such as Standing Orders or Direct Debits or credits) into Your Account(s). If a payment is received into Your closed Account, the Bank will take reasonable steps to return the payment to the sender.

31.13 If an Account is to be closed, either in accordance with Clauses 31.2, 31.7, 31.8, 31.9 or 31.10, then the Bank will return any balance to the credit of the Account to You, by Electronic Payment, in which case the Bank will charge its standard fee.

31.14 If any Account is held by You with at least one other person and an Account holder tells the Bank of a dispute between the Account holders, the Bank may treat this as a

notice to cancel the signing authority as stated within the Mandate and may require the authority of all Account holders before processing any future transactions. Furthermore, the Bank will require the authority of all Account holders before it can pay out any credit balance or close the Account.

31.7 You are an eligible Authorised Push Payment (APP) Fraud Scam Victim making an APP Scam Claim

31.7a Eligibility Criteria for App Fraud Scam Victims

To be considered an eligible App Fraud Scam victim, you must meet all the following conditions:

- You are an individual / non-individual and have a Current Account with us.
- Your payment must have been made from your GBP balance to a GBP bank account in the UK;
- You have made a domestic payment methods such as Faster Payment or CHAPS from your Account to a UK account that you do not control due to an APP Fraud Scam. Not via international payments or payments through other systems like SWIFT
- This means:
 - The payment was not made to the intended recipient or was not for the purpose you intended,
 - The payment is not subject to a civil dispute or any other legal action,
 - The payment was not made for an unlawful purpose. This is referred to as an "APP Scam Payment."
- (c) You made the APP Scam Payment or a series of APP Scam Payments from your Personal Account on or after October 7, 2024.
- (d) You inform us that you have fallen victim to an APP Fraud Scam as soon as possible, and within 13 months of the APP Scam Payment or the last in a series of APP Scam Payments from your Personal Account to make an APP Scam Claim ("APP Scam Claim").
- (e) You are not involved in any dishonesty.
- (f) You are not making a fraudulent or dishonest claim.

31.7b. Reporting an APP Scam Claim

You must do this within 13 months of the transaction. You must report the APP Fraud Scam to us promptly upon learning or suspecting you have been a victim of an APP Fraud Scam. Please contact your Relationship Management Team using the usual methods or call +44 (0) 207 332 6767. If your payment qualifies as an APP scam, please report it to us and the police immediately. We may request your permission to report the scam to the police on your behalf. If you do not grant permission, it may affect your eligibility for reimbursement.

31.7c Claim Excess

We may charge you a Claim Excess, up to the maximum amount set by the regulator and published on our website, for each separate APP Scam Claim. However, we will not charge you the Claim Excess if your circumstances fall within the FCA Guidance for Firms on the Fair Treatment of Vulnerable Customers at the time you made the APP Scam Payment, and this had a material impact on your ability to protect yourself from the APP Fraud Scam.

31.7d Refunds

We will refund you up to the maximum amount prescribed by the regulator and published on our website for each APP Scam Claim, but we will not pay more than the prescribed amount. If we cannot refund the full APP Scam Payment after deducting the Claim Excess, we will provide you with an explanation.

31.7e Payment Timeline

We usually process each APP Scam Claim within 5 Working Days from receiving your APP Scam Claim. However, your payment may be delayed if:

- We have requested additional information from you and are waiting for you to provide it,
- We are waiting for information from the recipient bank to assess your APP Scam Claim,

- We have evidence of fraud and are gathering information from the recipient bank, law enforcement, or other relevant parties,
- We have identified that multiple banks are involved in the APP Scam Payments and are gathering information from all recipient banks.

We will respond to your APP Scam Claim within a maximum of 5 Working Days of receiving the requested information from you or others, provided we do not need additional information from any party to assess and respond to your APP Scam Claim.

f) Claim Response Time

We will always respond to your APP Scam Claim within a maximum of 35 Working Days of receiving it.

g) Claims for Payments Made Before October 7, 2024** Any APP Scam Claim relating to an APP Scam Payment made before October 7, 2024, will be rejected.

h) Excluded Payment Types

We will reject any APP Scam Claim related to other types of payments, such as international payments, cash withdrawals, payments by cheque, debit or credit card payments, loan payments, or other unspecified payments.

31.7f Gross Negligence

We may reject your APP Scam Claim if you have acted with gross negligence, meaning you have:

- Ignored any intervention by us or by the police, the National Crime Agency, or any other relevant national authority as designated by the regulator,
- Failed to report the APP Scam Claim to us promptly upon learning or suspecting that you have fallen victim to an APP Fraud Scam,
- Failed to respond to our reasonable requests for information,
- Failed to consent to us reporting the APP Fraud Scam to the police on your behalf, or have not directly reported the details of the APP Fraud Scam to the police, the National Crime Agency, or any other relevant national authority, unless your personal circumstances fall within the FCA Guidance for Firms on the Fair Treatment of Vulnerable Customers at the time you made the APP Scam Payment, and this had a material impact on your ability to protect yourself from the APP Fraud Scam.
- The transaction does not meet the eligibility criteria.
- You did not report the APP scam within thirteen (13) months of the transaction.
- You acted with gross negligence, provided false information, or participated in the APP scam.

31.7g Notification of Claim Rejection

If your APP Scam claim is rejected, we will explain the reasons in an email or letter after closing your claim except where Wise may be prohibited by Applicable Law from providing an explanation.

32. Right to cancel an Account or a service

32.1 You have the right to cancel an Account of the type mentioned in Clause 31.2 and any service provided by the Bank to You under these Terms, without penalty and without giving any reason within 14 calendar days of the later of: (i) the day the Account was opened or the service subscribed to; and (ii) the day on which the Client received these Terms or any terms specific to the service. **This does not apply to Fixed Deposit Accounts or services which are fixed for a period of time.**

32.2 The type of Accounts referred to in Clause 31.1 are as follows:

- a) Current Accounts;
- b) Rent Deposit Accounts; and
- c) Notice Accounts

32.3 Specifically for Fixed Deposit Accounts, We will allow early withdrawal prior to maturity only in cases relating to financial hardship and/or health issues, justified by relevant supporting documentation which will need to be provided to Us.

32.4 To cancel any Account of the type listed in Clauses 32.2 and 32.3 or a service provided under these Terms, You must contact the Bank in writing by using the contact details provided in Clause 35.

32.5 If You cancel an Account, the Bank will return the amount deposited by You into the Account, together with any interest earned, within 30 days of receiving Your cancellation Instruction. No charge will be levied by the Bank for cancelling the Account, however if You used any paying service such as the Payment Services described in Clause 22, the Bank will levy the charge applicable to the Payment Service used under these Terms.

32.6 If You do not exercise the right to cancel an Account or a service within the time period indicated in Clause 32.1, You will lose that right and will need to comply with the requirements of Clause 31 to close an Account.

33. Death of a Customer

33.1 If Your Account is held jointly with at least one other person and an Account holder dies, once the Bank receives evidence of death, the Account will be transferred into the name(s) of the remaining Account holder(s), in line with the rule of survivorship. If there is a loan or an overdraft on the Account when one of the Account holders dies, the Bank may insist that the borrowing is paid from the assets of the remaining Account holder(s) and that the Account is closed.

33.2 Where a sole Account Holder dies, the personal representative(s) of the deceased must notify Us in writing and provide Us with the original or certified copy of the death certificate. The pay out of account balances and investment portfolios will be subject to the personal representatives signing an account closing indemnity, or by providing the original or certified Grant of Probate or Letters of Administration. We may also require the personal representatives to provide identification and official documentation confirming their appointment. For fixed deposit accounts, upon receipt of the death certificate of the sole account holder, the fixed deposit will be terminated and the interest will be paid up to the termination date. The balance and accrued interest to date will be transferred to the current account and the fixed deposit closed.

33.3 For more information, please refer to Our Website <https://alphabanklondon.co.uk/deceased>.

34. Exceptional Circumstances

The Bank is not liable for any failure to comply with its obligations under these Terms due to:

- a) abnormal and unforeseen circumstances beyond the Bank's control including any delay or disruption to the postal system, electronic communications or any computer or system, including any malfunction for whatever reason; or
- b) the Bank's obligations under UK law.

35. Contact Details



35.1 The Bank will contact You using the contact details given by you. This includes the email address We hold for you. If You do not advise the Bank when You change Your name(s) or contact details, the Bank will continue to use the details last given to it and will not be responsible if it fails to contact You or if it sends confidential information to the wrong address using out-of-date details.

35.2 The Bank has security policies relating to the transmission of confidential data outside of the Bank and this includes emails to Our clients. In such cases all communications are encrypted. The protection is there to safeguard and protect Our clients, but also to protect the Bank in discharging its duties under the Data Protection Act 2018 and General Data Protection Regulation (UK GDPR).

35.3 The Bank can be contacted at its head office at the following location:

Capital House, 85 King William Street, London EC4N 7BL

telephone: +44 (0)20 7332 6767

e-mail: info@alpha-bank.co.uk

All the above contact details are available via Our Website. We will notify You if Our contact details change.

35.4 You agree that We may leave a message for You to contact Us on an answerphone, fax machine or with the person answering the telephone.

35.5 You agree that telephone calls between You and Us may be recorded so that We have a record of Your instructions. Occasionally, We will also monitor telephone calls for staff training purposes and to enable Us to maintain Our service quality.

36. Complaints

36.1 If You have cause for complaint, You should contact Your Relationship Manager, if You have one, or the Bank's office in the UK. Full details as to options to contact the bank to lodge either feedback or complaints can be found on the Bank's website.

36.2 We will write to You within five business days of its receipt, to acknowledge Your complaint and where possible resolve Your issue even if We contact You by telephone first.

36.3 If Your concerns cannot be resolved following Your initial contact with the Bank, You should write to:

The Head of Compliance

Alpha Bank London Limited

Capital House, 85 King William Street, London EC4N 7BL

or telephone **+44 (0)20 7332 6767**

or email: complaints@Alpha-Bank.co.uk

36.4 You should give full details of Your complaint including the names of the people You have dealt with and what You would like the Bank to do to resolve the matter. The Relationship manager of the Bank will acknowledge Your complaint, deal with Your complaint or make sure it is passed on to the right person and let You have the Bank's reply quickly or, if it is not possible, keep You updated with the progress of Your complaint. We will send Our final response ordinarily within eight weeks of receiving Your complaint, but should We pass the eight-week timescale, We will provide You with an update. If Your complaint is in relation to a payment service, We will send Our final response letter within 15 business days and in exceptional circumstances this will be a maximum of 35 business days.

36.5 If upon receiving the Bank's reply You are still not satisfied with the way the Bank has handled Your complaint You may refer the matter to the Financial Ombudsman Service whose contact details are below:

Address: Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email:

complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk.

Further details about the Financial Ombudsman Service will be provided with Our final decision letter for any complaint made.

You may contact the Financial Ombudsman Service within 6 months from the date of any final response or decision issued by us.

36.6 A written copy of the Bank's internal complaints procedure is available on request and on the Bank's website www.alphabanklondon.co.uk.

36.7 If You are unhappy about the way that We have handled a complaint in relation to Your personal information under Clause 14 and/or You would like to take the matter further or make a complaint directly to Our regulator without contacting Us first, You can do so by contacting the ICO by going to: <https://ico.org.uk/concerns/> or telephoning the ICO helpline, on 0303 123 1113.

37. Notices

37.1 Any notices, instructions, demands, confirmations, contract notes or requests ("Notices") may be given orally unless required in writing by these Terms or the Rules.

37.2 Any notice in writing may be given as follows:

- a) by posting (first class or, where appropriate, by air mail) and will be deemed delivered seven business days after posting. Proof that the letter was correctly addressed and was posted first class or, where appropriate, air mail will be sufficient proof of delivery;
- b) by delivering it. Proof that it was delivered to the correct address will be sufficient proof of delivery;

- c) by sending it by facsimile transmission and will be deemed delivered upon receipt or if transmitted by us, will be deemed delivered upon transmission; or
- d) by Us by electronic mail to such electronic mail address as You shall specify in writing to Us from time to time (the "E-Mail Address") and will be deemed delivered upon Us sending such electronic mail. Proof that the electronic mail was sent to the E-Mail Address will be sufficient proof of delivery. We shall not be obliged to make any communication by electronic mail.

37.3 Where reports, notices or other communications are issued by electronic mail, You agree that:

- a) such communications shall be deemed delivered to You upon Us sending such communications, together with the E-Mail Address, to the relevant internet provider, whether or not the reports in fact arrive at the E-Mail Address;
- b) we shall not be obliged to seek any acknowledgement of receipt from You in respect of such communications so sent;
- c) we shall not be liable to You for any delay or failure of delivery (for whatever reason) of any such communications sent by electronic mail, it being acknowledged that hard copy communications shall also be sent by Us to You in accordance with Our obligations under the Rules; and
- d) in the event that, notwithstanding that We have addressed such communications to the E-Mail Address, such communications arrive with or are seen by any person other than you, You agree that We shall be deemed not to have breached any duty of confidentiality, and We shall not be liable for any loss, claim, cost, expense or other liability suffered by You as a result thereof, save as may be inconsistent with the Rules. Unless otherwise specified in these Terms, communications from You will be deemed received only if actually delivered in accordance with this Clause.

37.4 General notices which are not specific to any particular transactions may be posted on Our website from time to time. In addition, an up-to-date version of these Terms and Conditions may be accessed via Our website: www.alphabanklondon.co.uk.

37.5 All contract notes and documents in respect of investments will, unless We have been otherwise instructed, be forwarded to You by post as soon as possible and no later than the business day following receipt by Us from the executing broker.

37.6 Any contract note, confirmation, account or other statement which We give in writing will, in the absence of manifest error, be deemed correct, conclusive and binding on You if not objected to in writing within ten London business days of dispatch by us.

38. How Alpha Bank London is regulated

Alpha Bank London Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. To find out more about the Bank please refer to the Financial Services Register under number 135327 - <https://register.fca.org.uk>.

The full contact details for both these regulators are as follows:

The Prudential Regulation Authority

Bank of England

Threadneedle Street

London, EC2R 8AH

telephone: +44 (0)20 3461 4444

e-mail: enquiries@bankofengland.co.uk

The Financial Conduct Authority

Financial Conduct Authority

12 Endeavour Square

London, E20 1JN

telephone: 0800 111 6768 or + 44 20 7066 1000

e-mail: consumer.queries@fca.org.uk

39. Deposits and Investments Protection

Alpha Bank London Limited is a member of the Financial Services Compensation Scheme (FSCS) in the UK. Your eligible deposits with the Bank up to a limit of £85,000 per person are protected by the Financial Services Compensation Scheme, the UK's deposit protection scheme. This means that if two people are named as holders of an Account, up to £170,000 could be protected. Most deposits are covered by the scheme and the compensation limit will be applied to the total of all eligible deposits You hold with the Bank.

Any deposits You have above the compensation limit are unlikely to be covered by the Financial Services Compensation Scheme.

Separately, Investments may be covered up to a total of GBP85,000 compensation per person. For more information on Investments, please refer to the Bank's Terms of Business document.

For further information on the protection provided by the Financial Services Compensation Scheme, please see Our website www.alphabanklondon.co.uk, or visit the website of the FSCS, www.FSCS.org.uk or call 0800 678 1100 or 020 7741 4100.

40. Variations to the Terms

60 days' notice will be provided, in writing and sent by post, by the Bank for any changes to these Terms. You will be deemed to have accepted any changes unless You notify the Bank in writing and by post before the proposed date of the changes. Should You object to any changes then the Bank will take this as a rejection of the whole agreement between the Bank and You and will furthermore take the rejection as an Instruction to close the Account before the proposed date of the changes. In such a circumstance You may instruct the Bank to close the Account immediately. Whether the Account is closed immediately or at the end of the Bank's notice period, the closure will be without charge.

41. Assignment

We may at any time assign Our rights under these terms and conditions by giving You 60 days prior notice in writing. Your rights under these terms and conditions are personal to You and may not be assigned or transferred without Our prior consent in writing.

42. Law applying to these Terms

These Terms, any agreement in which they are incorporated and any non-contractual obligations arising from or in



connection with them, shall be governed by and construed in accordance with the laws of England and Wales, and subject to the non-exclusive jurisdiction of the courts of England and Wales.



PAYMENT INSTRUCTION INFORMATION

	UK	Eurozone	EEA	US or Other
Pounds Sterling – (CHAPS/FP & S/O)	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's sort code - Recipient Account number - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's bank BIC, Fedwire Identifier or ABA Identifier - Recipient's Account number - Currency - Amount - Value date
Euro (SWIFT)	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's bank BIC, Fedwire Identifier or ABA Identifier - Recipient's Account number - Currency - Amount - Value date
EEA (SWIFT)	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - IBAN - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's bank BIC, Fedwire Identifier or ABA Identifier - Recipient's Account number - Currency - Amount - Value date
US or Other (SWIFT)	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's bank BIC, Fedwire Identifier or ABA Identifier - Recipient's Account number - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's bank BIC, Fedwire Identifier or ABA Identifier - Recipient's Account number - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's bank BIC, Fedwire Identifier or ABA Identifier - Recipient's Account number - Currency - Amount - Value date 	<ul style="list-style-type: none"> - Client's sort code & Account number - Name of the Recipient's bank - Recipient's name - Recipient's bank BIC, Fedwire Identifier or ABA Identifier - Recipient's Account number - Currency - Amount - Value date