



**NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC, PARIS BRANCH**

**CONDITIONS FOR DEPOSIT AND CURRENT ACCOUNTS**

**(July 2017 version)**

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**For new and existing accounts these Conditions apply from 1 July 2017.**

## **ATTENTION**

These Conditions are important and you should read them carefully. They apply to accounts held with our Paris branch. There are separate conditions for customers of our London operation.

These Conditions are provided pursuant to the French Monetary and Financial Code.

If you are a joint account holder we draw your attention to Condition 10.

These Conditions include any subsequent variations we make to them in accordance with Condition 28.

### **1. Definitions**

**“Account”** means current (business or personal), instant access, notice or fixed term account.

**“Business account”** means any account we open for a business, whether in a customer’s own name, a trading name, or in the name of a company, partnership or other organisation or entity.

**“Call account”** – see “Instant access account”.

**“Clearing agent”** means a third party bank that facilitates the clearing and settlement of payments and trades.

**“Current account”** means an account you can use to make payments to third parties and which you can draw on without giving us prior notice. Balances on a current account can be positive or negative (in credit or overdrawn).

**“Customer instruction”** means any request or instruction from you to us.

**“Data”** means any information provided by you or obtained by us in connection with the account or any other account you hold with us.

**“Deposit account”** means any account other than a current designed to hold a customer’s credit balance with us, whether or not for a fixed term and whether or not at a fixed interest rate.

**“Financial crime”** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break the laws relating to these matters.

**“Financial crime risk management activity”** means any action to meet legal obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

- (a) screening, intercepting and investigating any communication, application you make or any payment, whether sent to or by you or on your behalf;
- (b) investigating the source of or intended recipient of money;
- (c) combining information relating to you with other information in our possession or the possession of our clearing agent; and/or
- (d) making further enquiries as to the status of a relevant person or entity, including whether they are subject to a sanctions regime or confirming their identity or status.

**“Foreign currency”** means any currency other than the currency in which the account is held.

**“IBAN”** means International Bank Account Number.

**“Instant access account”** means an account (other than a current account) where you do not need to give us any prior notice before making a withdrawal and where your deposit is not for a fixed term. Instant access accounts are sometimes referred to as “call accounts”.

**“Month”** means calendar month unless the context requires otherwise.

**“Notice account”** means a deposit account which requires you to give us notice of a specified period before you are permitted to withdraw some or all of your money; or where failure to give the specified notice means that there will be a charge for early withdrawal of your money.

**“Online banking”** means our computer controlled electronic banking and financial services system and any electronic banking or financial service operated through NBKONLINE and made available by us to you.

**“Passcode”**, **“password”**, **“user ID”** or **“username”** means any confidential password, code or number, whether automatically produced for you randomly by us and posted directly to you; or adopted by you and accepted by us, which may be used to access Online Banking, telephone banking or to execute a customer instruction.

**“Security details”** means any details supplied by us to you or adopted by you and accepted by us and which may be used to authorise a transaction on your account. Security details could include a confidential password, number or code.

**“Security devices”** means any device we have supplied to you which will generate a one time password or number that you can use to verify an instruction to us to make a payment, set up a standing order or to perform some other task.

**“Tariff”** means our tariff of charges as varied from time to time and set out on our website.

**“We/our/us”** means National Bank of Kuwait (International) PLC, Paris Branch.

**“Website”** (**“our website”**) means [www.nbki.com](http://www.nbki.com) or any other website we set up.

**“Working day”** means any day except Saturday, Sunday or any French public holiday.

**“You/your/yours”** means the customer or customers.

## **2. About us**

- 2.1 National Bank of Kuwait (International) PLC, Paris branch is a branch of National Bank of Kuwait (International) PLC which is registered in England and Wales as company number 2773743, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 171532. It is a wholly owned subsidiary of National Bank of Kuwait SAKP.
- 2.2 Our main business is the provision of financial and payment services and in addition to the UK regulators referred to in 2.1 above we are regulated by the Autorité de Contrôle Prudentiel et de Résolution (“ACPR”) under number 41639. Our address for the purposes of these Conditions is 90, Avenue des Champs-Élysées – 75008 Paris – France.

## **3. About these Conditions**

3.1 Our contract with you consists of:

- these Conditions;
- our Tariff;
- the document “Timescales for making and receiving payments”

All of the above documents can be varied as set out in Condition 28. Interest rates can be varied in accordance with Condition 18.

Certain other services that are connected to your current or deposit accounts held with us may have their own special conditions, detailed separately, in which case those conditions will complement these Conditions, not replace them.

- 3.2 These Conditions will be in English, as will notifications and communications to you relating to accounts governed by these Conditions. See also Condition 30.7.
- 3.3 You will be supplied with a copy of the documents listed in 3.1 above before you open a current or deposit account with us. At any time you have the right to request a copy of the current version of these documents free of charge. We will also keep the latest versions on our website.
- 3.4 In the unlikely event of any set of Terms and Conditions conflicting with another, these Conditions will prevail.

## **4. When these Conditions apply**

These Conditions (as varied from time to time) apply while you have any deposit or current account with us. They also govern the obligations and liabilities we owe you and you owe us after an account has been closed.

## **5. Obligations we owe each other**

### *Our obligations to you: general scope*

5.1 We will provide you with any of the banking or payment services described in these Conditions. We will make reasonable efforts to ensure that:

- services are available at the times stated in these Conditions;
- transactions and other business are processed as stated in these Conditions.

5.2 Where it is not possible to meet these standards owing to circumstances outside our control we will, if necessary, notify you as quickly as possible and attempt to facilitate your business and minimise any cost or inconvenience to you. We will not be liable to you in such circumstances. Please see Condition 20 and 26 which set out when we do and do not accept liability.

These Conditions also apply when we have used agents to provide certain services to you.

### *Your obligations to us*

5.3 You will comply with these Conditions where they require you to do or not do something.

5.4 Within 14 days of any change in the information you have given us about yourself you will inform us in writing of the change, including:

- any change of address;
- any information you have given us for tax disclosure purposes, such as your tax residency or status as a US person.

## **6. Communications**

6.1 We will correspond with you at the residential address or email address which you designate for this purpose.

6.2 You agree that we may contact you via email, text message, telephone, post and by using any other contact details given in your account opening application. You agree to provide us with accurate contact details and that you will tell us of any changes to these contact details in accordance with Condition 5.4 so that we hold up to date contact information on you.

6.3 Some means of communication are less secure than others, and you agree that you are responsible for your choice of communication and for any weaknesses which that may entail.

6.4 Except where a telephone, facsimile (fax) or online banking procedure has been agreed, any orders to make payments or transfers must be evidenced by your instruction in writing or other paper document, and an instruction to cancel a payment order must be evidenced in writing.

6.5 You should, however, contact us by the quickest means convenient for you if you wish to cancel a payment order. Please refer to Condition 17.2 for our normal time limits for cancelling a payment.

- 6.6 No instructions will be effective unless and until actually received by us.
- 6.7 You agree that we can leave on an answer-phone, voicemail, fax machine or with the person answering the telephone a message for you to contact us.
- 6.8 You agree that telephone calls between you and us may be recorded so that we have a record of your instructions. From time to time we will also monitor telephone calls for staff training purposes to enable us to maintain our service quality.

## **7. Working days and identification**

- 7.1 We are open for business and transactions may be carried out on all working days.
- 7.2 When you visit our office, and for your protection, we may need to ask you for identification, so please bring your passport and/or ID card with you.

## **8. Your account and your instructions**

- 8.1 Your account must not be used for illegal purposes.
- 8.2 Except where your account is opened pursuant to paragraph 8.3 below, we expect you to maintain at all times a minimum balance of 50,000 euros (or the equivalent in other currency) on each of your current accounts. For other account types, we will tell you the minimum balance required to be maintained.
- 8.3 We reserve the right to refuse to accept an application to open an account with us. However, if you are a French citizen or a resident in France and have no bank account, you have a right pursuant to Article L. 312-1 of the Monetary and Financial Code to open a bank account with the credit institution of your choice. If you choose us, such an account should be opened once you have provided us with a statement confirming that you have no bank account. If we refuse to open an account for you, you may request the Banque de France to designate a credit institution to open the bank account. The credit institution designated must provide without charge to you all basic banking products and services provided under Article D. 312-5 of the Monetary and Financial Code. The right to have an account does not include the rights to have a cheque book, except bank cheques.

## **9. Transaction information**

- 9.1 We will send by post (or by any other method we have agreed with you) account statements showing your account balance and transactions as follows:
- current accounts and overdrafts: monthly;
  - instant access accounts: quarterly;
  - notice accounts: at least annually;
  - fixed deposits: no statements but confirmations of balances on request.

If NBKONLINE is available and you use it you may also access such information by this means.

- 9.2 In the case of joint accounts, we will send one statement unless you tell us in writing that each party requires a separate statement.
- 9.3 Please check the completeness and accuracy of statements and inform us of any discrepancies.
- 9.4 We will supply additional copies of paper statements only on request. A charge will be made for supplying these as set out in our tariff of charges.

## **10. Joint accounts**

- 10.1 If there is more than one party to the account (including a business account), the following provisions apply.
- 10.2 Each party must complete and sign a separate application to open the account. All parties must also sign a joint account mandate.
- 10.3 Each of you is responsible for complying with these Conditions. If any of you does not comply, we can take action against any or all of you jointly or separately. For example, we can take action to recover any overdrawn amount from any of you, even if you as an individual did not make the withdrawal or withdrawals that created the overdraft.
- 10.4 Unless joint signatures are required, any one of you can do the following without the permission or knowledge of the others:
- withdraw money;
  - initiate or end a service;
  - request statements, debit cards and/or other services.
- 10.5 We will not normally enquire about the purpose of any instruction or confirm instructions with the other account holders.
- 10.6 We may give any information about your joint account to any one of you, although you can ask us to send you separate current account statements if you live at different addresses. A notice we send to one of you will count as notice to all of you, unless you have asked us to notify you each separately.
- 10.7 If you wish to take someone off the account or add another person to the account, or authorise someone else to operate the account, you must all provide us with a signed request to do so. If, however, you wish to close the account, we will accept instructions in accordance with the mandate. This means that if the account mandate authorises us to act on the instructions of just one account holder we will close the account if we receive instructions from just one account holder. Closure of any account will still be subject to any applicable notice period or fixed term arrangements.
- 10.8 When your account is closed we will pay or transfer money due to you in accordance with your instructions at that time.
- 10.9 If we become aware of a dispute between you, we may stop any of you using or disposing of the balance on the account individually until the dispute is settled.



- 10.10 If any of you dies, and subject to any claim which we or a third party may have on the estate of the deceased, we will continue to act on the instructions of the surviving account holders, including allowing them to make withdrawals. Except where the law requires otherwise, the right of survivorship applies to joint accounts held with us. This means the ownership of the account balance at the time one of you dies will pass to the surviving account holder(s).

## **11. Fixed term deposits**

When you place a fixed term deposit with us you will be advised of the interest rate at that time. Funds on a fixed deposit are not available for withdrawal until the maturity date of the deposit, when the interest is also paid. If instructions are not received two working days prior to the maturity of the deposit, the principal and interest will be automatically re-deposited, at the prevailing rate of interest for a similar fixed term.

## **12. Notice Accounts**

- 12.1 When you deposit in a notice account with us you will be advised of the interest rate at the time. You will need to give us notice in writing before you can withdraw some or all of your deposit. You will be informed of the notice period when you open the account with us. The notice period begins when we receive your written notice to withdraw.
- 12.2 We will accept notice by email for the purposes of calculating when notice was received, but you must follow this up with a written and signed notice which we must receive before the notice period expires.
- 12.3 When you give us notice to withdraw funds or to close your account we will credit the funds to your current account when the notice period expires.
- 12.4 We are under no obligation to you to allow you to withdraw funds before the relevant notice period has expired, even if you offer to forgo the interest you would have earned during the full notice period. If on a particular occasion we waive our right to insist on the full notice period, this does not mean that we have to waive our right on any other occasion.
- 12.5 Interest is paid monthly on notice accounts. This interest will be added to the balance of your notice account unless you have given us written instructions to pay it to your current account.

## **13. Overdrafts**

- 13.1 Overdrafts are only available by prior arrangements with us. The amount of any borrowing is repayable on demand (that is, if we demand it). If you overdraw your account without prior arrangement you must immediately pay sufficient money into your account to put it into credit, taking account of any interest and charges you will have incurred. Similarly, if you exceed the limit of an overdraft facility you must immediately pay sufficient funds into your account to bring the account back within its overdraft limit.

13.2 If your account is overdrawn without you having an overdraft agreement with us or you exceed your agreed overdraft limit, we will charge our unarranged overdraft interest rate on the whole amount by which you are overdrawn (or on the amount which exceeds your agreed overdraft limit) until either it has been repaid or we have agreed the overdraft. The unarranged overdraft interest rate can be found in our Tariff which is on our website [www.nbki.com](http://www.nbki.com).

#### **14. Authorising a third party to operate your account**

14.1 You may authorise someone else to operate your account by signing a third party mandate and/or a power of attorney.

14.2 For taxation and succession purposes such a third party will not be considered a beneficiary of the account.

14.3 We will not be responsible for the action (or failure to take action) of anyone authorised to operate your account if we have not been informed in writing, or otherwise had no reason to suspect, that they were acting contrary to your wishes, or if we have not been informed that you have withdrawn that third party's authority to act on your behalf.

#### **15. Fraud awareness and reporting**

You must let us know straight away if you become aware of, or suspect, any fraudulent activity concerning your accounts. You agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged fraud. You also agree to give us all the information you possess about the transaction(s) and to take all reasonable steps we deem necessary to assist with the recovery of any funds stolen by a fraudster.

#### **16. Access to your money**

##### *16.1 Availability of funds*

If you instruct us, we can make payments in any case where:

- your account has sufficient funds, or
- you have an approved overdraft facility sufficient to cover the payments, or
- you have another account with sufficient available funds.

We also have discretion to make a payment if we know that funds to be credited to your account have been received late in the day or are in the course of transmission or clearing. We will keep a written record of any circumstance where your approval is necessary before we make a payment.

##### *16.2 Right to withhold payment or reject a credit in certain circumstances*

You must co-operate with us if we have received instructions in relation to your account which were not given, or which we suspect were not given, by you.

We may refuse to carry out an instruction if:

- we doubt the authenticity of the instruction or do not consider it to be sufficiently clear; or
- we believe that acting on the instruction might put us in breach of any law, regulation, code or contractual obligation binding on us; or
- we have reasonable grounds for believing that your account has been or is likely to be misused, whether fraudulently or otherwise; or
- in our reasonable discretion any other valid reason applies.

### 16.3 *Stale and post dated cheques*

We may decline to accept cheques presented more than one year after the date they bear. We will contact you if we do this.

We will not be bound by you post-dating a cheque and we may pay it whenever it is presented.

### 16.4 *Timescales for payments*

We have set out in a separate document "Timescales for making and receiving payments – Paris Branch", which is on our website, information about when payments sent to you will reach your account and when payments sent by you will reach the account of the recipient. This information includes the cut off times for making payments. It also covers the cheque clearing cycle which affects when a cheque you have paid in will be available for drawing.

The information covers national and international payments, whether in Euros or other currencies.

We may change the information on our website from time to time without notice to you to reflect either (i) changes in payment systems or cut off times agreed between banks; or (ii) new legislation.

## **17. Payment procedures**

### 17.1 *Making payments*

- 17.1.1 You will be responsible for the accuracy of your instructions. We will not take steps to ensure you have given us the correct details for the payee's bank account.
- 17.1.2 When we have your authorised instructions in the prescribed form we will carry out that transaction or service as agreed, unless prevented from doing so for legal or operational reasons outside our control or for any other valid reason.
- 17.1.3 We will inform you as quickly as possible and by any efficient method if we will not execute a payment order and, if it is lawful to do so, provide you with the reasons and (if relevant) what you need to do to correct the order.
- 17.1.4 If a transaction or service does not proceed we will return any money or assets in our possession relating to that transaction or service (plus interest where relevant) unless it is unlawful for us to do so.

- 17.1.5 You must use the transaction procedures and paperwork specified, otherwise we will have no liability for any loss or other adverse consequence which you incur, except where we ourselves are to blame.
- 17.1.6 We may place a maximum limit for each transaction and/or the daily total and we will advise you of this.
- 17.1.7 We will maintain accurate records of all instructions you give to us.
- 17.2 *Cancelling payments*
- 17.2.1 You may cancel a payment arranged for a specific day, or a direct debit, up to the day before it is due, but you may only cancel a payment later if we agree. It may not be possible to stop a direct debit if you cancel later than the previous day.
- 17.2.2 We require your written confirmation to cancel a payment, and may need to charge you for this.
- 17.2.3 You may ask us to stop payment of a cheque which you have issued if the cheque has been stolen or obtained fraudulently, although we may be unable to prevent payment after the cheque has been presented. We cannot stop a banker's draft you have asked us to draw for you. We charge for stopping cheques.
- 17.2.4 We may stop a payment where there are reasonable grounds relating to security or suspected unauthorised or fraudulent use of an instrument such as direct debit instruction or cheque. See also Condition 16.2.
- 17.3 *Returned cheques*
- 17.3.1 If a cheque paid into your account is returned unpaid the amount of the cheque will be deducted from your account.
- 17.3.2 If you make a withdrawal (which includes a payment or a transfer) against a cheque which is later returned unpaid, and deducting the amount of the unpaid cheque from your account makes your account go overdrawn, or results in the overdrawn balance exceeding an existing overdraft limit, we will treat this as an informal request for an overdraft (or for an increase in your existing overdraft limit).
- 17.3.3 We will charge you in accordance with our Tariff for any cheque which you draw, which we are unable to pay owing to lack of cleared funds at the time when presented.
- 17.3.4 You are responsible in the event of loss, robbery or fraudulent use of cheques issued to you until we receive a stop payment order from you.
- 17.3.5 By law you can only put a stop on a cheque in the event of loss, robbery or fraudulent use of the cheque, or the bankruptcy or liquidation of the payee ordered by a court and only if this stop payment order is notified in writing to us and specifies the reason for the stop payment order and the elements that will accurately identify the relevant cheque or cheques, such as the amount, number, name of the beneficiary and date of issue. You may inform us by telephone, however the stop payment order shall be valid only on receipt of the written confirmation of the stop payment order. If these conditions are not met, we are required by law to pay the cheque in question when it is presented for payment.

- 17.3.6 If you make a stop payment order that is not actually grounded on the reasons set out in Condition 17.3.5 above, you risk a fine and/or imprisonment if it can be proven that you intended to harm the payee of the cheque.
- 17.3.7 If the stop payment order is properly issued, we will refuse to pay the relevant cheque. However, we shall block funds corresponding to the amount of the cheque on which payment is stopped until a court rules on the legal ground or you instruct us to pay the cheque.
- 17.3.8 The refusal of a cheque because of inadequate funds shall result in an immediate prohibition against issuing cheques on all bank accounts held by you and will be recorded in the Central Cheque File (*Fichier Central des Chèques*) and in the National File of Illegal Cheques (*Fichier National des Chèques Irréguliers*) kept by the Banque de France.
- 17.3.9 This prohibition may be terminated at any time subject to the following conditions: payment of the unpaid cheque either to the payee or by debiting the account when the cheque is presented again, or by providing blocked funds to be used to meet payment of the cheque.
- 17.3.10 If the criteria set out in Condition 17.3.9 for terminating the prohibition cannot be met the prohibition remains for five (5) years and a certificate of non-payment will be delivered to the payee if the payee so requests.
- 17.3.11 If a cheque is issued in violation of a prohibition or if funds are withdrawn with the intention of prejudicing the rights of another person, the drawer of the cheque risks incurring criminal sanctions under the Monetary and Financial Code.
- 17.4 *Notice to third-party holder and administrative stop payment orders*
- 17.4.1 In order to recover sums due to it the Trésor Public (the French Treasury Department) may block bank accounts held by you with us. It may issue a stop payment order lasting for 15 days, or may issue a Third Party holder notice lasting for one month if the notice relates to customs matters or issue a stop notice or Third Party Notice lasting two months if the notice relates to tax matters. Once the relevant notice period has expired you will be able to access your account(s) except you will not be able to withdraw the amount for which the notice was issued. We will only pay the sum in the notice to the Trésor Public if we receive a certificate of no objection issued by the clerk of the relevant court or by the bailiff or on your statement that you are not disputing the seizure.
- 17.4.2 The Trésor Public may recover fines for violation through an administrative stop payment order notified to us. This measure has the effect of blocking the amount of the Trésor Public claim from the sums available to you for a period of 15 days. At the end of this period, and in the absence of any claim from you in the legal form required, we must pay the funds to the Trésor Public.
- 17.5 *Seizures*
- We may also receive notice of preventive seizure. The creditor who obtains an order for preventive seizure must serve a notice of conversion of the seizure on us.

## **18. Interest and exchange rates, charges and taxes**

### *18.1 Interest rates and charges for services*

- 18.1.1 When you open your account with us we will provide you with a schedule of the rates of interest payable on deposits and the tariff of charges for standard services. The current interest rates schedule and Tariff of charges, both of which are subject to change, are available on our website or from any of our branches.
- 18.1.2 We reserve the right to vary interest rates from time to time unless we have expressly agreed with you that your interest rate is fixed.
- 18.1.3 For credit interest (the interest we pay you on credit balances), we may increase the interest rate on the account at any time without notice but we will tell you about it within a reasonable time after the change has taken effect. If we decrease the interest we will tell you about it two months before the change comes into effect. If within two months' of us notifying you that the interest has decreased you have not contacted us to tell us that you do not accept the change you will be deemed to have accepted it. If you tell us that you do not agree to the change we will accept that as notice to terminate your account.
- 18.1.4 You agree that our cheque collection charge may be deducted before crediting your account with any cheque proceeds.
- 18.1.5 You accept that we will have no liability for, or any involvement with, a remitter (sender) of funds instructing their bank to deduct transaction charges from an amount paid to you.
- 18.1.6 Charges for non-account services will be negotiated and agreed individually and any changes will be notified to you in sufficient time for you to be able to cancel the arrangement if you do not wish to accept the charges quoted.
- 18.1.7 Loan and authorised (arranged) overdraft interest rates are negotiated and agreed individually. Unarranged overdrafts are charged interest at a standard higher rate, stated in the Tariff, which reflects the risk of non-recovery as well as the additional costs of monitoring the account and (where applicable) taking steps to recover the amount owed to us.

### *18.2 How interest is computed and applied*

- 18.2.1 Interest is charged on overdrawn accounts and paid on instant access, notice and fixed rate accounts. It is computed by applying the advised per annum rate to the daily cleared balance. For fixed deposits interest is paid on maturity.
- 18.2.2 The cleared balance is the balance after all outstanding inward and outward payments have been processed through the interbank clearing system. Therefore your account balance may include uncleared items. If there is insufficient cleared money in your account we may not be able to make the payments you require.
- 18.2.3 Interest is applied to your accounts as follows:
- overdraft (debit) interest, at month end;
  - notice accounts (credit) interest, at month end
  - instant access accounts (credit) interest, at calendar quarter end

If you close the account you will earn interest up to (and be paid on) the day when it is closed.

### 18.3 *Payments in other currencies*

Any payment in a currency for which you do not hold an account with us will be carried out by way of a spot foreign exchange transaction, followed by the remittance as a separate transaction.

The rates for spot and forward foreign exchange transactions on accounts are quoted ahead in each case and are not packaged with payment transactions. A record is retained of the exchange rate (which is geared to the market rate) and all transactions are processed promptly and simultaneously on the due date.

### 18.4 *Tiered interest rates*

For certain accounts, such as the Watani Super Account, the rate of credit interest paid depends on the account balance. These tiered rates are set out in the interest rates schedule which can be accessed on our Website. We will not pay interest on an instant access account if the balance falls below the required minimum.

The minimum balance required, and the account tier levels, are subject to change, and up to date information is available on our website or from the branch at any time. The minimum balance condition does not prevent you from making payments while your account is in funds.

## **19. Other account management issues**

### 19.1 *Financial difficulty*

If we have reason to believe that you are in financial difficulty, we will pay due regard to your interests and will treat you fairly and in accordance with our policy on the treatment of customers in arrears. This includes any circumstances where we propose to exercise our right of retention and set-off (see Condition 19.2 below).

### 19.2 *Our right of retention and set off*

19.2.1 We may exercise our right of lien on all securities or cash belonging to you until full repayment of any sum you owe us. This may include the debit balance on an account or of any other sum owed to us by you, including interest, fees, commissions and other charges. Our right of lien will also cover all direct and indirect commitments which you may have towards us.

19.2.2 Special accounts, such as time deposits, guarantee accounts and savings accounts, shall be subject to their own rules. However, the balance of such accounts may be set off between each account and with the balance of the account given the associative link (connexité) that we and you intend to establish between all transactions we have together, so that we can show in a single general balance the total of the debit and credit balances of such accounts, in such a way that the credit balance of some accounts covers the debit balance of the others.

19.2.3 Where we have exercised our right of set-off we will notify you promptly of this, stating the date when the right was exercised and the amount debited from your account(s).

### 19.3 *If you die*

Subject to Condition 10.10 above, if we have been informed of your death, evidenced by an official document, the account will be blocked until receipt of a written notice from the deceased's heirs or the notary responsible for the estate.

## 20. **Liability**

### 20.1 *General*

Whatever we do, or do not do, in order to comply with the relevant laws and regulations will not render us or any of our officers, directors, employees or agents liable to you, whether for breach of these Conditions, tort or otherwise.

### 20.2 *Payments and receipts*

20.2.1 We will have no liability to you for the consequences of errors, omissions or incompleteness in your payment orders or other instructions. This includes where a payment cannot be made, or is delayed while we seek the correct information from you. We are willing to make a reasonable effort to stop or recover any payment made on erroneous instructions, but we may charge you any costs incurred.

20.2.2 We do not undertake to check that your payment orders or other instructions are correct, or to verify that an IBAN or other identifiers for a beneficiary provided by you are correct.

20.2.3 We will have no liability for any failure in executing your payment orders, or in processing receipts for your account, if such failure is compelled by applicable law or regulations, or is the result of abnormal or unforeseeable circumstances outside our control and where (allowing for every reasonable effort on our part) the consequences could not have been anticipated or avoided.

20.2.4 If you claim that a payment or direct debit has not been authorised by you, we will take steps to investigate it immediately. If we disagree with you, we must prove that the payment was authenticated correctly.

20.2.5 If you claim that a payment or direct debit has not been executed or has been executed incorrectly, we will take steps to trace it immediately.

### 20.3 *Claiming refunds*

20.3.1 Please check your account statements promptly, and make sure that you notify us of any unauthorised payment or direct debit or failure in execution as soon as possible. After 13 months of the debit occurring you may lose the right to a refund.

20.3.2 In order to contest any unauthorised payment, you should send us a written request (by mail, e-mail or facsimile) within 13 months of the payment.



- 20.3.3 Unless it is immediately apparent to us that we are not liable to refund a disputed transaction to you, we will refund it to you without delay. You must then cooperate with us while we try to establish the facts. This includes you supplying us with any documents or evidence we reasonably request,
- 20.3.4 Please refer to the NBKONLINE agreement and user guide for details relating to the following security features and your liability if you do not use such features properly or at all:
- login ID;
  - login password;
  - security question;
  - transaction password.

## **21. Complaints**

- 21.1 If, as a customer of our Paris branch, you want to make a complaint about our service (or the way any enquiry about the service has been handled) you may contact us either in writing at our business address or by telephone and we will be pleased to assist you. It would be helpful to address any complaint for the attention of your relationship manager.
- 21.2 We will look into the matter and hope to arrive at a mutually satisfactory outcome, but if the matter cannot be resolved promptly within three working days we will acknowledge your complaint in writing, and keep you informed about our progress in dealing with it.
- 21.3 We will send you either a final written response within eight weeks of the complaint or a written statement explaining the situation and why it is taking longer to resolve.
- 21.4 At that time we will inform you that if you remain dissatisfied you may refer the matter to Monsieur le Médiateur de la Federation Bancaire Francaise, Boite Postale No. 151, 75422 Paris Cedex 09, France.
- 21.5 We will be pleased to provide you with written details of our internal complaints handling procedures if you ask us for this.

## **22. Financial Services Compensation Scheme**

- 22.1 As we are a branch of National Bank of Kuwait (International) PLC, your eligible deposits with us are protected up to a specified limit by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. This scheme will compensate customers in the event of us failing. Any deposits you hold above the limit are unlikely to be covered. If you hold more than one account with us, the balances will be aggregated when determining whether you have more than the specified limit on deposit. If you hold deposits in a joint account, each depositor is covered up to the specified limit, so for example a husband and wife with a joint deposit account, and with no other deposits with us, would between them have protection up to twice the specified limit.

- 22.2 Where a deposit is in a currency other than sterling (GBP) it will be converted into sterling at the foreign exchange rate applying at the time the bank fails for the purpose of calculating eligibility.
- 22.3 Ineligible deposits are listed in the Exclusions List set out on our website. Please visit our website and click on the icon "Protecting your money". Then click on "further information".
- 22.4 You can also visit [www.fscs.org.uk](http://www.fscs.org.uk) for further information.

## **23. Bank Secrecy**

- 23.1 Pursuant to Article L. 511-33 of the Monetary and Financial Code, we are bound by a duty of banking secrecy.
- 23.2 We will take care to ensure that information covered by banking secrecy remains confidential and protected from access by third parties, except we may disclose your Data in the following circumstances:
- to other companies in the National Bank of Kuwait Group or our agents;
  - for fraud prevention purposes;
  - to persons with whom we are negotiating or executing one of the transactions listed under Article L. 511-33 of the Monetary and Financial Code whenever the information covered by the banking secrecy is necessary for such transactions;
  - to any person who may assume our rights under these Conditions;
  - if we have a right or duty to disclose or are compelled to do so by law, for example to comply with anti-money laundering or anti-bribery and corruption regulations;
  - to Tax authorities in France and elsewhere if we are obliged by law to do so.
- 23.3 You may also release us from our obligation to secrecy by indicating expressly to us the third parties to which we are authorised to provide information about you.

## **24. Data Protection**

- 24.1 You agree that we may use your Data for our NBKONLINE, for risk assessment, for behaviour and credit scoring and analysis generally.
- 24.2 If you ask, we agree to tell you what information we hold about you and provide a copy to you. There may be a charge for this, as permitted by law.
- 24.3 Pursuant to Law No. 78-17 dated 6 January 1978 relating to data protection, as amended, you have a right to access to the Data and also to rectify, delete any Data which is inaccurate. You may inform us of your unwillingness to receive commercial solicitation, such as marketing material.
- 24.4 You may exercise your access, rectification and deletion of Data rights by written notice to National Bank of Kuwait (International) Plc, Paris Branch, 90 Avenue des Champs Elysées 75018.
- 24.5 With respect to Data regarding anti-money laundering and financing of terrorism, your request should be made to Commission Nationale de l'Informatique et des Libertés, 8 rue Vivienne, CS 30223, 75083 PARIS Cedex 02.

24.6 After your account is closed we will keep your Data on record at least 5 years pursuant to Article L. 561-12 of the Monetary and Financial Code.

## 25. Financial crime: compliance requirements

25.1 We are obliged to take any reasonable action which we consider necessary in order to comply with mandatory international and domestic compliance standards.

25.2 Pursuant to the Monetary and Financial Code, we are required under anti-money laundering regulations to verify the identity of potential account holders and authorised persons when opening an account. You will not be allowed to operate your account until all the money laundering checks have been completed.

25.3 We may also need to hold up payments, or ask you for:

- additional details of the source or the recipient of funds;
- the underlying reason for a payment;
- information concerning your tax status.

25.4 Where lawful, we will inform you of any action taken or required, with the reasons for this and the expected time to clear any pending transactions.

25.5 We or our clearing agent may carry out Financial Crime Risk Management Activity. This may result in delays in processing your instructions to make a payment or it may mean the instructions not being carried out at all. Neither we nor our clearing agent will be responsible to you or any third party for any loss incurred as a result of such delay or refusal to carry out your instructions.

## 26. Fraudulent payments on your account

The table below sets out responsibilities for unauthorised or fraudulent payments on your account

|       |  |                      |
|-------|--|----------------------|
| (i)   | You act fraudulently.  | You are responsible. |
| (ii)  | You let another person use your security devices or your security details or your account.   | You are responsible. |
| (iii) | You intentionally or with gross negligence do not use NBKONLINE in accordance with these Conditions.   | You are responsible. |
| (iv)  | You do not keep your security devices or your security details safe.   | You are responsible  |
| (v)   | You intentionally or with gross negligence do not notify us as soon as possible of the loss or theft of your security devices or security details, or if you suspect someone has tried to use any of them. | You are responsible. |

|        |   |   |
|--------|---|---|
| (vi)   | If someone else uses your details before you received them.   | We are responsible unless you have acted fraudulently or with gross negligence. |
| (vii)  | Transactions on your account after you have told us that your security device or security details have been lost or stolen. Once you have received a new card or security device or have re-set your security details, liability for subsequent losses reverts to what it was before the initial loss or theft. | We are responsible unless you have acted fraudulently.                          |
| (viii) | If we have not provided the facilities for you to tell us that your security device or security details have been lost or stolen.   | We are responsible unless you have acted fraudulently.                          |
| (ix)   | You have provided us with incorrect payment details.  | You are responsible.  |

The above table refers to instances where you have acted with gross negligence. Some instances of gross negligence by you would include:

- failing to notify us of a change of address and this leads to the security details being sent to the wrong address;
- failing to notify us (or only notifying us after an undue delay) that your security details have been, or may have been, compromised.

## **27. Closure or termination of your account**

### *27.1 Your right to close your account*

You may at any time give us written notice that you wish to close your account, provided the account is in credit or has a nil balance. If the account is a joint account we will accept instructions in accordance with the most recent signing instructions we have accepted. If you have a debit balance on your account you cannot close it until you have repaid all sums due to us on that account.

If you want to close your account because you do not wish to accept an advised change in these Conditions or in our Tariff you must do so (and also confirm this by writing to our business address) within two months of the changes being posted in order to avoid being deemed to have accepted the change(s).

Please note that notice to close an account will not affect:

- accrued interest earned or incurred up to the date of closure;
- instructions irrevocably committed to;
- any engagements entered into as agent on your behalf;
- debits or credits on any account, whether posted or pending;

- foreign exchange or travellers cheque transactions entered into;
- charges already agreed or incurred for any non account services.

Please also note that notice to close a fixed term account will not take effect until the fixed term finishes. Closure of a notice account cannot take place until you have given us the required period of notice and that period has passed.

Accrued interest and account debits and credits are those amounts which are computed and applied correctly in accordance with these Conditions. Where this is relevant, debit or credit interest will be payable up to the date of closure.

27.2 When you open a notice account with us you are entitled to a cancellation period of 14 days. This means that you can tell us within 14 days of the account being opened that you do not want to it and you will be able to withdraw your funds immediately and without any penalty. You will still receive interest for the period during which the account was open.

27.3 *Termination by us*

If we wish to terminate our banking relationship with you or close your account, we will give you at least two months' notice unless there are special circumstances, such as we suspect you have committed or attempted fraud.

By the time such notice expires, all outstanding business must be concluded and settled and you must inform the originator (payee) of any direct debits set up on your account that such direct debit payments will cease.

## **28. Variation of these Conditions**

28.1 We may vary these Conditions and any of our fees and charges set out in our Tariff.

28.2 These are the reasons why we may vary these Conditions, interest rates and or charges:

- to meet legal, financial and regulatory requirements;
- to take account of any corporate reorganisation in the National Bank of Kuwait Group;
- to reflect a change in market conditions or the overall cost of providing our products or services (or both) to you;
- to reflect a change in technology or to cover a development change in our products or services;
- to make them clearer;
- if we reasonably believe there is any other valid reason to make a change.

28.3 All proposed changes will be advised by means of writing to you at least two months before the date when they are to take effect.

28.4 Unless you disagree with the amendment made to the Conditions and/or to our Tariffs within this two month period, you are deemed to have accepted the amendment.

28.5 If you do not accept any advised change and wish to close your account, you may do this immediately by notifying us in writing. In any event you should do so before

the change takes effect. This does not permit you to terminate a fixed term deposit early.

## **29. Assignment**

29.1 You hereby authorise us to assign our rights under these Conditions and the obligations set out herein to a suitable third party. In such circumstances your rights under these Conditions will be preserved and will only be amended if you agree.

29.2 You do not have the right to assign your rights or obligations under these Conditions to any other person, or to create a charge over any account held with us, without our written permission.

## **30. General matters**

30.1 Any banking terms and conditions implied by law will also apply to our relationship with you unless, where the law so permits, implied terms and conditions have been varied by these Conditions.

30.2 In these Conditions the masculine includes the feminine and the singular includes the plural and vice versa.

30.3 Headings in these Conditions are for convenience only and will not affect the interpretation of these Conditions.

30.4 Failure by us to enforce any Condition does not amount to any waiver of our rights.

30.5 If any provision of these Conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions will not in any way be affected.

30.6 Any reference in these Conditions to any statute, regulation or other legislation will include any legislation that amends, supersedes or replaces it.

30.7 These Conditions and any communication with you about any of the services referred to in these Conditions will be in English. Any translation of these Conditions into any other language is provided only for information. In the event of any dispute between us which turns on the interpretation of these Conditions, the version which will prevail will be the English version.

30.8 You have a right at any time while these Conditions apply to you to obtain copies of these Conditions and all other documents that form part of our agreement with you.

## **31. Applicable law and court jurisdiction**

These Conditions will be governed by the laws of France. You and we agree to submit to the non-exclusive jurisdiction of the Paris courts. Furthermore, you agree to us conducting debt recovery and other proceedings in any jurisdiction in which you may have any asset.

**NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC, PARIS BRANCH**

National Bank of Kuwait (International) PLC, Paris branch – its registered address is 90, Avenue des Champs-Élysées – 75008 Paris – France. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 171532 and by *the Autorité de Contrôle Prudentiel et de Résolution* under number 41639. It is registered with the Paris Commercial Register under number B 404 503 054 – VAT number FR 83 404 503 054. NAF number 651C.

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