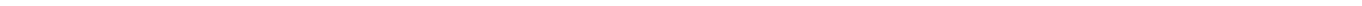




eQ Terms



These Terms apply to **eQ**, the Electronic Banking Service provided by The Royal Bank of Scotland International Limited, The Royal Bank of Scotland International Limited trading as NatWest International (NatWest International) and Isle of Man Bank Limited (each the **Bank**). They form part of the eQ Agreement made between the Customer and the Bank.

The **eQ Agreement** consists of the Customer's mandate with the Bank (**Mandate**), the **eQ Application Form** and these Terms.

These Terms are in addition to the Bank's Non-Personal Terms and Conditions applicable to the Customer's Accounts and the Luxembourg Branch - Terms & Conditions applicable to the Luxembourg Accounts (**Luxembourg Terms**) which also apply to eQ unless derogated from in these Terms.

Part 1 of these Terms applies to all Customers.

Part 2 of these Terms applies (in addition to Part 1) to the Customer's Foreign Exchange (**FX**) and **Deposit Transactions**, being Notice Deposits and Fixed Term Deposits (including Money Market deposits as referred to on eQ only) through eQ.

Part 3 of these Terms applies (in addition to Part 1 and Part 2) in relation to accounts held with The Royal Bank of Scotland International Limited, Luxembourg branch (**Luxembourg Accounts**).

Part 1 GENERAL TERMS

1. SETTING UP eQ

- 1.1 eQ enables the Customer to access and give **Instructions** and enables the Customer's specified Payment Authoriser to give Instructions on the Customer's behalf regarding the Customer's Accounts (**Accounts**) included in eQ.
- 1.2 The Customer must appoint one or more **eQ Administrators** and (if payments are to be made) **Payment Authorisers** using the eQ Application Form. eQ Administrators may also be Payment Authorisers. The eQ Application Form and any instruction to the Bank to make changes to these appointments must be signed on behalf of the Customer by those authorised under the eQ Mandate. The Bank will comply with those instructions.
- 1.3 The Customer gives the eQ Administrators authority to administer and operate eQ on behalf of the Customer. Each eQ Administrators' powers include authorising, appointing, supervising and removing other individuals (**Users**) who can access and view Accounts and create payment Instructions for and on behalf of the Customer. Each Payment Authoriser is also a User. An eQ Administrator may also be a User. The Customer must ensure that there is always at least one eQ Administrator.
- 1.4 Payment Instructions created by a User must be authorised by a Payment Authoriser.
- 1.5 The Bank will send any security devices required for the operation of eQ to the address specified on the eQ Application Form and will provide individual passcodes to each of the Payment Authorisers.

2. AVAILABILITY OF eQ

- 2.1 The Bank does not guarantee the availability of eQ. eQ may be disrupted or the Bank may withdraw all or any part of eQ. The Bank is not liable for any loss arising from the non-availability of eQ. Where possible, the Bank will notify the Customer in advance of any suspension or withdrawal of eQ.
- 2.2 The Bank may suspend all or any part of eQ to carry out maintenance work.
- 2.3 The Bank may suspend the Customer's use of eQ for security reasons or where the Bank suspects unauthorised or fraudulent use of eQ. Unless there is a security or other legal reason not to, the Bank will notify the Customer either before it takes any action, or immediately after, and give reasons for doing so.

- 2.4 The Bank may suspend or cancel an individual's (Payment Authoriser or User) or a Customer's use of eQ. Unless there is a legal or security reason not to, the Bank will inform the Customer in advance and give the Bank's reasons for doing so. In other cases, the Bank will notify the Customer immediately after.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer will, through its eQ Administrators, Users and Payment Authorisers and others responsible:
 - 3.1.1 control and monitor the use of eQ to prevent unauthorised or erroneous Instructions and to minimise the risk of fraud;
 - 3.1.2 comply with the rules, procedures and security measures and operate the security devices, as required by the Bank;
 - 3.1.3 prevent the security measures, passcodes and security devices from becoming known to or accessible by any unauthorised person;
 - 3.1.4 keep secret and confidential the operation and details of eQ even after termination of the eQ Agreement;
 - 3.1.5 back up the Customer's data in case of any failure, suspension or withdrawal of eQ;
 - 3.1.6 use equipment and systems suitable for eQ, as specified by the Bank; and
 - 3.1.7 maintain the Customer's hardware and software and take appropriate measures to prevent contamination by viruses or similar threats.

4. INSTRUCTIONS

- 4.1 Instructions given to the Bank through eQ provide the Customer's consent to make a payment or carry out the Instructions given by the eQ Administrators, Users or Payment Authorisers.
- 4.2 Receipt of Instructions by the Bank is not guaranteed by the use of eQ.
- 4.3 The Bank may request additional authorisation or details for any Instruction.
- 4.4 The Bank will act on Instructions received during the Bank's hours of operation on a day on which the Bank is open for business, other than weekends and local bank holidays (**Business Day**), subject to the cut off times set out in eQ.
- 4.5 All Instructions must contain the correct receiving account number or International Bank Account Number (**IBAN**). The account name is not part of the payment system identification and the omission of a required number or the inclusion of an incorrect number may result in delay or loss, even if the correct account name has been provided. The Bank may charge for trying to recover funds where an incorrect number was provided and recovery is not guaranteed. The Bank is not responsible for checking the receiving account name or other details.
- 4.6 The Bank will not be liable for acting on an Instruction even if it is ambiguous, incomplete or inaccurate. If the Bank does refuse to make a payment, unless there is a security or other reason not to, the Bank will notify the Customer through eQ or will contact the Customer directly and, if possible, give the Bank's reasons for the refusal.
- 4.7 Any confirmation that a payment should reach the receiving bank by a certain date is no guarantee that the funds will be available to the beneficiary by that date.

Instructions on accounts at other banks

- 4.8 If the Customer provides instructions to the Bank or requests services in relation to any account held with another bank (including any other member of the RBS Group) (a **Third Party**) for use within eQ, the Bank will not be liable to the Customer for any loss, damage, delay or failure to perform caused by the acts or omissions of any such Third Party. Where eQ delivers to the Customer any information supplied to the Bank by a Third Party, the Bank makes no warranty as to the accuracy or sufficiency of the information provided by that Third Party.
- 4.9 The Customer shall ensure that all appropriate Third Party authorisations and any other authorisations or documents are in place with any relevant Third Party before issuing (and at all times during the performance of) access, use or instructions relating to any account held with any Third Party. The Customer shall liaise directly with the relevant Third Parties for such purpose.
- 4.10 The Bank shall not be responsible for ensuring any pro forma documentation or other materials are supplied by the Bank relating to a Third Party or if supplied, are accurate, sufficient or fit for such purpose. Without prejudice to the above, the Bank may, but shall not be obliged to, notify the Customer from time to time of any changes in any Third Party authorisations or requirements of such Third Parties of which it becomes aware.
- 4.11 The Customer shall ensure that all appropriate consents, approvals or authorisations are in place from any entity whose accounts the Customer wishes to include on the eQ service or access, view or issue Instructions on prior to and at all times during any such access or use.

Reimbursement for third party accounts and third party claims

- 4.12 The Customer will reimburse the Bank against any claims, liabilities, costs, expenses, damages or losses that the Bank incurs from Customer Instructions affecting a third party's Account(s) or any third party claim arising out of or relating to the Customer's use or failure to use eQ. This clause 4.12 will not apply in the case of negligence, wilful default or fraud by the Bank.

5. FEES AND CHARGES

- 5.1 The Customer may be charged fees for the use of eQ. These will be notified in advance of eQ being provided. The Bank may vary these fees by giving 60 days' notice (and not less than two months' notice for Luxembourg Accounts).
- 5.2 The Bank may apply all amounts due, to an Account of the Customer with the Bank, even if it causes that Account to be overdrawn or exceed any limit.

6. SECURITY

- 6.1 Reduced security risks for eQ are achieved through various security measures described in eQ Material supplied by the Bank. The Bank will use all reasonable endeavours to keep eQ secure.
- 6.2 The Bank does not guarantee that eQ is free from viruses or other security risks. The Bank will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
- 6.3 The Customer must tell the Bank immediately, if the Customer:
- 6.3.1 suspects or believes that:
- any security device is lost, misused or stolen;
 - any security measures or passcodes may be known to a person other than an eQ Administrator or User;

- there has been unauthorised use of eQ;
- eQ security measures may no longer be adequate.

- 6.3.2 wishes to change an eQ Administrator or Payment Authoriser;
- 6.3.3 knows or suspects there has been a failure or delay in the Bank receiving an Instruction or a programming or transmission error, defect or corruption in any Instruction. The Customer will assist the Bank to remedy the problem;
- 6.3.4 discovers that any information in eQ is incorrect.
- 6.4 If the Customer tells the Bank that there has been a breach of security, the Bank will promptly cancel the security measures, passcodes and any security devices, as necessary.
- 6.5 If information accessed or received through eQ is not intended for the Customer, the Customer will:
- 6.5.1 immediately notify the Bank;
- 6.5.2 not access the information further and immediately delete it, and
- 6.5.3 keep the information confidential.

7. INTELLECTUAL PROPERTY

- 7.1 eQ and any eQ Material are the property of the Bank and its suppliers and protected by copyright and other intellectual property rights. The Bank grants the Customer a non-transferable licence to use eQ for the duration of the eQ Agreement.
- 7.2 The Customer will use any equipment and material supplied by the Bank solely for the purposes of operating eQ.

8. CONFIDENTIALITY

- 8.1 The Bank will take reasonable care to maintain the confidentiality of information (or Covered Information) relating to the Customer. The Customer authorises the Bank to provide third parties with information the Bank believes necessary, where it engages a third party (Third Party Supplier) in connection with eQ, or to carry out an Instruction.
- 8.2 To carry out an Instruction, the Bank may need to transfer personal information to third parties. This may mean personal information (or Personal Data) is transferred to countries which do not provide the same level of protection for personal information as the UK or Luxembourg (as applicable). By giving an Instruction, the Customer confirms the authorisation to instruct the Bank to transfer personal information relating to others. Information transferred to third parties may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. Information transferred to third parties may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

9. EXCLUSIONS OF LIABILITY

- 9.1 The Bank is not liable for any loss arising from any cause beyond the Bank's control or arising from unauthorised access to any confidential information accessible through eQ, unless caused by the Bank's or its Third Party Supplier's negligence or wilful default.
- 9.2 The Bank is not liable for:
- 9.2.1 loss or corruption of data, injury to reputation, business interruption, loss of revenue, goodwill, opportunity or anticipated savings.
- 9.2.2 any indirect or consequential loss.

- 9.3 The Bank does not guarantee that eQ is error free.
- 9.4 The Bank is not liable for any:
- 9.4.1 errors, failures or costs arising from any malfunction of the Customer's equipment or provision of services from the Customer's Internet Service Provider;
 - 9.4.2 security-related information or advice provided by the Bank.

10. TERMINATION

- 10.1 The Customer may terminate the eQ Agreement by giving the Bank 30 days' notice.
- 10.2 The Bank may terminate the eQ Agreement by giving the Customer 60 days' notice.
- 10.3 The Bank may terminate the eQ Agreement without notice and with immediate effect, or suspend or limit the Customer's or any eQ Administrator's, User's or Payment Authoriser's use of eQ, if:
- 10.3.1 the Bank's licence for any eQ software is terminated or suspended;
 - 10.3.2 the Customer breaches the eQ Agreement;
 - 10.3.3 the Customer proposes a voluntary arrangement with its creditors;
 - 10.3.4 there is any resolution or petition for liquidation or bankruptcy (or the equivalent) or insolvency proceedings are commenced, in relation to the Customer in any jurisdiction, except as part of a re-organisation agreed by the Bank;
 - 10.3.5 any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Customer; and
 - 10.3.6 there is an application or petition for an administration order (or the equivalent), or notice is given to any person of intention to appoint an administrator or similar official, or one is appointed, in relation to the Customer.
- 10.4 The eQ Agreement will terminate automatically if the Account on which eQ is set up is closed, unless the Customer nominates an alternative account.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination of the eQ Agreement:
- 11.1.1 the Bank may act on Instructions received before the date of termination.
 - 11.1.2 the Customer will within 14 days, return to the Bank all eQ Material.
- 11.2 Termination of the eQ Agreement will not affect any accrued rights of either party.

12. TRANSFERS

- 12.1 The Bank may give to anyone any information about the Customer or the eQ Agreement in connection with any proposed transfer of, or financial arrangement by reference to, the eQ Agreement. The Bank may allow any person to take over any of its rights and duties under the eQ Agreement. References to the Bank in the eQ Agreement include its successors.
- 12.2 The Customer may not transfer the benefit of the eQ Agreement.

13. WAIVER

If the Bank waives any of its rights under the eQ Agreement, it does not mean the Bank will waive that right again in the future.

14. ENTIRE AGREEMENT

- 14.1 The eQ Agreement forms the entire agreement between the parties in relation to eQ. To the maximum extent permitted by law, all implied terms in relation to the Customer's use of eQ are excluded.
- 14.2 The Bank and the Customer have not relied on any representation, warranty or collateral contract made before the eQ Agreement in relation to eQ.

15. CHANGES

- 15.1 The Bank may change any of these Terms. If the change is to the Customer's advantage, the Bank may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will give not less than 60 days' advance notice (and not less than two months' written advance notice for Luxembourg Accounts) of the changes made on the expiry of which, the Customer will be deemed to have accepted the changes made.
- 15.2 The Bank may change the eQ Material, at any time.

16. COMMUNICATIONS

- 16.1 All notices and other communications must be in writing.
- 16.2 The Bank may deliver a notice or communication to the Customer through eQ, by e-mail or at the contact details last known to the Bank or the Customer's registered office.
- 16.3 For all accounts except for Luxembourg Accounts, a notice or communication by the Bank will be effective at the time a message is posted on eQ; at the time of personal delivery; on the second Business Day after posting; or, if by e-mail, at the time of sending, if sent before 6.00 p.m. (GMT) on a Business Day, or otherwise on the next Business Day.
- 16.4 For Luxembourg Accounts, a notice or communication by the Bank will be effective at the time a message is posted on eQ; at the time of personal delivery; on the second Business Day after posting; or, if by fax or e-mail, at the time of sending, if sent before 7.00 p.m. (CET) on a Business Day, or otherwise on the next Business Day.
- 16.5 A notice from the Customer to the Bank must be addressed to the Customer's Relationship Director and will be effective on receipt.

17. ERROR OR MISTAKE

The Customer must promptly notify the Bank of any error or mistake if it has identified any error or mistake when using eQ.

18. LAW AND JURISDICTION

- 18.1 For all accounts except for the Luxembourg Accounts, the eQ Agreement is governed by Jersey law and the Jersey Courts have exclusive jurisdiction. A judgment in the Jersey Courts will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction.
- 18.2 For Luxembourg Accounts only, the eQ Agreement is governed by Luxembourg law and the Luxembourg courts shall have non-exclusive jurisdiction.

19. LAW AND COMPLIANCE - AGENCY BANK AND FINANCIAL INSTITUTION CUSTOMERS

- 19.1 Where the Customer is an agency bank (or other financial institution) it shall comply with all applicable laws and regulations in relation to the performance of its obligations as an agency bank (or other financial institution) under this Agreement, including, the Payment Services Regulations. The Customer acknowledges that RBS International has no responsibility for the Customer fulfilling the Customer's own legal or regulatory obligations in relation to the Services.
- 19.2 Where the Customer acts as an agency bank (or other financial institution) or otherwise provides transfer of funds services on behalf of its own customers, it confirms that (i) in respect of its client that in accordance with laws for the prevention of money laundering, terrorist financing and the provision of financial services to persons which may be subject to sanctions (**Compliance regulations**), it has identified all customers and counterparties for whom it acts and warrants its compliance with such regulations and (ii) it shall (where applicable) be responsible for ensuring payment Instructions are accompanied by accurate information about the payer in accordance with the Compliance regulations (including Council Regulation (EC) No. 1781/2006 on Information on the payer accompanying transfers of funds).

Part 2 (FX) and deposit Terms

1. TRANSACTIONS

- 1.1 The Customer may use eQ to enter into FX transactions and/or Deposit Transactions with the Bank, on the basis of these Terms and the user guides, forms and instructions provided for eQ in relation to FX transactions and Deposit Transactions. The Customer authorises the Bank to act on all FX transaction and Deposit Transaction instructions given through eQ even if those instructions conflict with or are inconsistent with, any other instructions received by the Bank from the Customer.
- 1.2 The Users appointed by the Customer's eQ Administrators are authorised to **Request** FX transactions and/or Deposit Transaction for the Customer through eQ. A User may have authority to input an FX transaction and will require another User to verify it for the Request to be made. Or a User may have authority to input and verify the FX transaction so as to Request it without requiring another User's verification. The Users' authority is set by the eQ Administrators. Any User may Request Deposit Transactions without verification from another User.
- 1.3 FX transactions and Deposit Transactions are always linked to an Account, from which settlement will be taken for the FX transaction or Deposit Transaction. If the Account does not have a sufficient credit balance or available overdraft facility for an FX transaction or Deposit Transaction, an unarranged overdraft may arise. If a third party's Account is identified by the Customer for an FX transaction or Deposit Transaction, the counterparty to the FX transaction or Deposit Transaction is the third party.

2. EXECUTION

- 2.1 To execute an FX transaction or Deposit Transaction:
- 2.1.1 a User submits a Request via eQ to enter into the FX transaction or Deposit Transaction.
- 2.1.2 following a Request the Bank may make an Offer via eQ to enter into the FX transaction or Deposit Transaction referred to in the Request, at a rate of exchange, price and/or interest rate (as applicable) specified in the Offer.
- 2.1.3 if the Customer wishes to proceed, the User (with authority to verify, in the case of a FX transaction) must notify the Bank of Acceptance by clicking in

the place on the screen during the few seconds acceptance period. The terms of the Bank's Offer may change during the acceptance period. The FX transaction or Deposit Transaction is only concluded when the Bank both receives the Acceptance notification and confirms receipt of the Acceptance on screen. The FX transaction or Deposit Transaction is then irrevocable by the Customer.

- 2.1.4 the Bank may withdraw an Offer at any time prior to its confirming receipt of the Acceptance from the Customer.
- 2.1.5 the Bank is under no obligation to cancel or amend any FX transaction after it has been accepted, but it may agree to do so if possible. The fact that the Bank agrees to do this at any time does not mean it will do so another time.

- 2.2 The Bank's records relating to Offers, Acceptances, confirmations and any agreed cancellations or amendments are conclusive.

3. SIGNIFICANT DEVIATION FROM THE MARKET

- 3.1 If there is a technical malfunction or an operating error in the Bank's systems or eQ and an Offer is made by the Bank at a rate which obviously deviates significantly from the market price of the subject of the FX transaction or Deposit Transaction prevailing at the time, the Customer agrees that it will not attempt Acceptance and that it will inform the Bank immediately.
- 3.2 If an FX transaction or Deposit Transaction is concluded at a rate which obviously deviates significantly from the market price of the subject of the FX transaction or Deposit Transaction prevailing at the time of the Offer or Acceptance as a result of a technical malfunction or an operating error in the Bank's systems or eQ, then the FX transaction or Deposit Transaction will not be binding on the Bank or the Customer, unless the parties agree otherwise, and each party will return any premium or payments made immediately to the other.

4. NO ADVICE BY THE BANK

No information in eQ, or otherwise provided by the Bank, in relation to proposed FX transactions or Deposit Transactions, constitutes tax, legal or investment advice and the Customer must take independent advice to decide whether or not to proceed with an FX transaction or Deposit Transaction.

5. TERMINATION OF FX AND DEPOSIT TRADING

- 5.1 The Customer may terminate its access to FX and Deposit Transactions via eQ, by giving the Bank 30 days' notice.
- 5.2 The Bank may terminate the Customer's access to FX and Deposit Transactions via eQ, by giving the Customer not less than 60 days' notice.
- 5.3 Termination will not affect the accrued rights of either party under any FX transaction or Deposit Transaction.
- 5.4 If the Bank considers it necessary, the Bank may, immediately and without notice, suspend the Customer's access to FX and Deposit Transaction via eQ.

6. GOVERNING LAW OF TRANSACTIONS

- 6.1 Each FX transaction or Deposit Transaction will be governed by Jersey law and the Jersey Courts have exclusive jurisdiction.
- 6.2 A judgement in the Jersey Courts in relation to an FX transaction or Deposit Transaction will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction.

Part 3 Additional Terms applicable to Luxembourg Accounts

The following terms supplement these Terms in relation to Luxembourg Accounts as follows:

1. When an Instruction involves a Payment Instruction, eQ shall be interpreted as a Payment Instrument within the meaning of the Luxembourg Terms.

2. SERVICES SUPPLIER

eQ services are supplied by the Bank to the Customer. The Bank operates in several jurisdictions and some services are provided centrally, including technological support. Account data is available in Jersey, Guernsey, Gibraltar, the Isle of Man, Luxembourg, the United Kingdom, Poland, other jurisdictions within the European Union, India and other places where RBS International conducts its business from time to time (the Jurisdictions).

3. BANKING SECRECY

- 3.1 Any Information and Personal Data (each as defined in the Luxembourg Terms) belonging to the Customer, eQ Administrators, Users and Payment Authorisers, as well as privileged information in relation to the Customer's Accounts, Instructions and underlying transactions (altogether, the Covered Information) may be accessed by the Bank in any of the Jurisdictions.
- 3.2 When agreeing to use eQ, the Customer agrees, consents and acknowledges, and the Customer shall procure that any eQ Administrator, User and Payment Authoriser agrees, consents and acknowledges, that any Covered Information, whether of a confidential nature or not, and necessary or useful for the operation of eQ, will be made available to the Bank in the Jurisdictions.
- 3.3 The Customer expressly releases the Bank (which for the avoidance of doubt includes also the Luxembourg Branch) from its professional secrecy obligations in respect of the foregoing and the Customer expressly waives, and the Customer shall procure that any eQ Administrator, User and Payment Authoriser also expressly waives, all rights to bring any claim whatsoever against the Bank, and/or the directors or officers, employees or contractors of the Bank, both present and future, in respect of any harm or consequences suffered or which may be suffered by the Customer or any other person as a result of the authorisation given in this Clause 3.

4. USE OF YOUR INFORMATION

The Bank will use your information in accordance with the clause headed 'YOUR INFORMATION' in the Luxembourg Terms which shall be incorporated into these eQ terms, as well as our Privacy Notice available at rbsinternational.com/privacynotice and any reference "Terms" shall be to these Terms.

The Royal Bank of Scotland International Limited (RBS International). Registered Office: Royal Bank House, 71 Bath Street, St. Helier, Jersey JE4 8PJ. Tel. 01534 285200. Regulated by the Jersey Financial Services Commission. Guernsey business address: Royal Bank Place, 1 Glatigny Esplanade, St. Peter Port, Guernsey, GY1 4BQ. Tel. 01481 710051. Regulated by the Guernsey Financial Services Commission and licensed under the Banking Supervision (Bailiwick of Guernsey) Law, 1994, as amended, the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002, and the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended. Isle of Man business address: 2 Athol Street, Douglas, Isle of Man, IM99 1AN. Tel. 01624 646464. Licensed by the Isle of Man Financial Services Authority in respect of Deposit Taking, Investment Business and registered as a General Insurance Intermediary. Luxembourg business address: 46 Avenue J F Kennedy, L-1855, Luxembourg. Authorised and supervised by the Commission de Surveillance du Secteur Financier.

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Isle of Man Bank Limited (IOMB). Registered Company Number: 1C Isle of Man. Registered Office: 2 Athol Street, Douglas, Isle of Man, IM99 1AN. Tel. 01624 637000. Licensed by the Isle of Man Financial Services Authority in respect of Deposit Taking, Investment Business and registered as a General Insurance Intermediary.

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