RBS
International

Non-Personal Terms

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Glossary

The meaning of certain words used in these Terms

- An **arranged overdraft** is a limit on your payment account we agree with you in advance that allows you to borrow money up to that agreed limit.
- **Arranged overdraft interest** is interest that we charge you for using your arranged overdraft.
- A **business day** means Monday to Friday excluding bank holidays in the United Kingdom and bank or public holidays in the jurisdiction in which your account is maintained. Some services may be used on non-business days but transactions carried out on such days may be treated as carried out on the next business day. For payments, further details can be found in the "Paying Money Into Your Account" and "Taking Money Out Of Your Account" sections of the General Terms.
- Your **charging period: we calculate and apply interest and other charges periodically to your account on the basis agreed between us.** You can find out your charging period by contacting us.
- **Cheque** - means a sterling or Gibraltar pound cheque issued by a UK Payment Area bank or building society.
- The **European Economic Area (EEA)** is a collection of countries. The countries in the EEA are all the countries in the European Union plus Iceland, Liechtenstein and Norway.
- A **Direct Debit** is a payment set up on your account following a request from an organisation. You may be asked to sign a form which authorises the organisation to request payments from your account.
- A **payee** is the person you intend to pay (for example, the recipient of a Direct Debit).
- A **payer** is the person or organisation you receive a payment from.
- A **quick deposit facility** is a cash machine which allows you to pay cash or Cheques into your account.
- If there's a **reference rate** that applies to the credit interest paid by us, it will usually be the Bank of England current Bank Rate. The current rate and any changes to it will be available:
  - at **bankofengland.co.uk**
  - [on notices or leaflets in our branches]; and
  - from us on request.
- An **unarranged overdraft** is an overdrawn balance on your account which you didn't arrange with us in advance.
- **You** or **your** means any customer operating an account with us (for example, a sole trader, a partnership, an incorporated company or an unincorporated association such as a club or society). Where you've authorised anyone else to operate the account, you or your refers to any one, both or all of you depending on the context.
- A **protected customer** is given extra rights by law. You may be a protected customer if your account is with our London branch and is:
  - a microenterprise, who at the time they enter into this agreement, is a business (or a group of businesses of which it forms part) whose annual turnover and /or balance sheet total does not exceed €2 million (or the equivalent in sterling) and employs fewer than 10 people; or
  - a charity whose annual income is less than £1 million at the time they enter into this agreement.
- **SEPA** is the Single European Payments Area in which you can make and receive euro payments. It's made up of the countries in the EEA as well as the UK and a number of regions including Gibraltar, Guernsey, Jersey and the Isle of Man.
- A **standing order** is when you tell us to pay a fixed amount to someone straight from your account at regular intervals. You specify how much, how often and for how long the payments will continue.
- **UK Payment Area** means the United Kingdom, Jersey, Guernsey, Isle of Man and Gibraltar.
- **We, us** or **our** means The Royal Bank of Scotland International Limited.

Any reference in the Terms to a time of day is to UK time unless otherwise stated.

GENERAL TERMS

1. INTRODUCTION

1.1 Your agreement with us

These Terms form part of the agreement between you and us. The following also form part of our agreement:

- any mandate for your account;
- the charges tariff that applies to your account;
- the interest rate that applies to your account;
- any overdraft agreement setting out the terms of your arranged overdraft;
- the applicable online or Mobile Banking Terms; and
- the terms for any other service we provide to you.

Please ask if you need up-to-date copies of these Terms. You can also find them at **rbsinternational.com/terms-and-conditions.**

The Terms are split into three parts:

- General Terms (which apply to all accounts unless otherwise stated);
- Account Specific Terms (which apply to particular accounts only);
- Luxembourg Terms (which apply to all accounts held with our Luxembourg branch only).

If there are inconsistencies between the Terms, the following order of priority will apply:

- For any Luxembourg customers, the Luxembourg Specific Terms;
- Any applicable Account Specific Term;
- The General Terms.

1.2 The law that applies to your account

These Terms are governed by the laws of the jurisdiction in which the branch where your account is held is located, and the courts there have non-exclusive jurisdiction, although we may take proceedings against you in any court.

If your account is in Jersey or Guernsey the agreement is entered into between us for cause.

The Payment Services Directive ("PSD") from the EU provides consumers with rights and protection when using payment services. If you are not a Protected Customer and your place of business is within, and/or your account is with one of our branches in, the United Kingdom, Gibraltar or the EU, by requesting us to open or allow the continued use of accounts governed by these Terms, you agree we can opt you out of the PSD and implementing Regulations (to include, without limitation, the EU's Cross Border Payment Regulations) and all successor or analogous legislation (in whichever jurisdiction your account is held) in so far as we are able.

If your place of business is within and/or your account is with our branch in Luxembourg, you and we agree to waive the application of certain regulations under Payment Services and Cross Border Payment Regulations as set out in the Luxembourg Terms.

If your place of business is within, and/or your account is with one of our branches in, Jersey, Guernsey or Isle of Man, you and we agree to waive the application of the following legislation (including all successor or analogous legislation) in so far as we are able:

- Jersey: EU Legislation (Payment Services – SEPA) (Jersey) Regulations 2015
- Guernsey: The Single Euro Payments Area (Guernsey) Ordinance, 2016
- Isle of Man: Payment Services Regulations 2015

1.3 Joint Accounts

If your account is held jointly by more than one party, all account holders shall be jointly and severally liable for any sums owed to us under your agreement with us. This means that we can ask all or just one of you to repay the full amount of any money you owe us and not just a share.

1.4 Using your Online Banking

If you haven't logged into Online Banking for 12 months your Online Banking access will be deactivated, and you'll have to re-register in order to use Online Banking again.

2. USE OF ACCOUNTS AND GIVING US YOUR INSTRUCTIONS

2.1 Use of your account

Your account must be used for business purposes only.

Your account must not be used for an illegal purpose, which includes tax evasion, or for tax avoidance. You are responsible for your own tax affairs and are required to remain compliant with both the letter and the spirit of tax laws. As we do not provide tax advice, you should seek independent tax advice, as necessary.

High Value Payments are a single payment (or series of intraday payments cumulatively) which amount to or exceed the figures published or notified to you from time to time. All inward or outward High Value Payments must be pre-approved by us.

The amount of and notice period for a High Value Payment may be varied by us at any time, but we will give five business days' notice of any change. Amounts and notice periods will be published at **rbsinternational.com/terms-and-conditions** found within the high value payment amounts and notices documents.

We may, at our discretion, refuse any inward or outward High Value Payment which is not pre-approved. We do not guarantee approval and will not be liable to you for any loss a refusal may cause.

If we accept an inward or outward High Value Payment where notice has not been provided in accordance with the notice periods applicable at the time, or which we have not pre-approved, you will be responsible for all costs associated with the acceptance of the High Value Payment. Where practicable, costs will be notified to you in advance. In some cases, it may not be possible or practicable to tell you the costs in advance, if this is the case we will confirm the costs to you as soon as we can after they have been incurred. Costs will be deducted from any account you hold with us within 30 days unless alternate arrangements are agreed.

2.2 Giving us your instructions

If they're given to us in accordance with the authority we hold for your account, we'll act on your instructions.

You can give us instructions in a number of different ways including in writing, by cash machine, by telephone, online, using your mobile phone, by card or by any other means we tell you are available. This may also include asking you to take extra steps (for example, entering a one-time passcode that we send you or using biometric data such as a fingerprint) to authorise transactions.

You can also give us instructions through third parties you've authorised to act on your behalf, for example third party providers (such as account aggregation services).

If you ask us to make a payment (including standing orders and other regular payment instructions set up on your account) and the payee has switched accounts using the Current Account Switch Service, we'll normally update the account details of the payee on your payment instruction, but if your instructions are received through our digital services we are unable to change the details automatically. In that case we will write to you with the new details.

2.3 Delaying or refusing to act on your instructions

We'll always follow your instructions (including to pay in cash or cheques or to withdraw cash) unless:

- we reasonably believe it's appropriate to protect your account;
- we reasonably believe that you didn't give the instruction;
- we reasonably suspect the instruction is for an illegal purpose;
- we reasonably suspect your instruction is connected to a scam, fraud or any other crime, or we reasonably suspect that your instruction is of a type where there is a high risk of there being such a connection;
- your instructions are unclear or incomplete or inaccurate or you have not supplied the information (mandatory or recommended) to process your payment instruction;
- we reasonably suspect following your instruction may mean that we breach a law or regulation with which we must comply with or may expose us to action from a government, regulator or law enforcement agency;
- you request an unarranged overdraft and we decide not to accept your request;
- your instructions appear unusual and we want to carry out further checks, such as contacting you for more information;
- a restriction which applies to your account prevents us from following your instruction (for example, the instruction exceeds the daily or annual payment limits or any deposit or withdrawal limits set on your account);
- we're told about a dispute between joint account holders (for example, partners on a partnership account) which means the account can't be used until the dispute is resolved unless we receive an instruction from all account holders in writing; or
- you've broken any term of our agreement in a serious way.

If you'd like to understand why we didn't follow your instruction you can call your relationship director or business director or speak to a member of branch staff. If we can, we'll explain why we didn't follow your instruction, unless there's a legal or security reason which means we can't provide an explanation.

You may only give us Direct Debit instructions to process debits originated in sterling and operated by BACS Payment Schemes Limited (or any successor organisation). We may refuse to accept other Direct Debit instructions or instructions on payment accounts. Direct Debits are not available on Luxembourg accounts.

3. PAYING MONEY INTO YOUR ACCOUNT

3.1 Electronic payments

When we receive an electronic payment on a business day, the money will usually be available for you to use and will start earning credit interest (if payable) on the same day, subject to cut-off times. The table below sets out the cut-off times for common currency payments.

Currency of the electronic payment	What is the cut-off time (UK time) to start earning credit interest (if payable)?
Pounds sterling	5.30pm
Euro	2pm SEPA / 3.30pm SWIFT
US dollar	4.45pm
Canadian dollar	2.30pm
Swiss franc; Danish krone and Swedish krona	3pm
Norwegian krone	10am

Payments received after the times detailed in the table above will usually be available to use immediately and will start earning credit interest (if payable) on the next business day.

For further information on our cut-off times, including other currencies, please refer to your usual point of contact with us.

If you've received a payment in another currency from the currency of your account, we'll tell you the actual exchange rate used to convert it as soon as we can after the payment has been processed. If a payment in another currency is returned to your account, it'll be converted to the currency of your account at the exchange rate applicable at the time the payment is credited to your account. This means that the payment may be more or less than the original payment you made from your account.

We may credit your account on receipt of a payment instruction but before we are paid by the sending bank. If the covering funds from the sender's bank are not received we may debit your account with the funds advanced to you in full. For the avoidance of doubt we may also debit your account with any costs, interest or other charges we may incur.

We will apply the value date to credits to your account that are requested by the sending bank unless we are unable to do so because the cut-off time for that value date and currency has passed when we process the instruction.

If we pay a credit to your account because we have received a payment notification of funds received for you from a sender but we do not receive a properly authenticated payment instruction authorising us to credit your account (or we subsequently become aware of information which was not known to us when we credited your account) we may debit your account with the payment and any costs, interest or other charges incurred.

We may not accept and credit an electronic payment to your account if we reasonably suspect that:

- It's fraudulent or related to other criminal activity on your account or we reasonably consider that there is a high risk of such; or
- Accepting it might cause us to breach a law or regulation with which we must comply or may expose us to action from a government, regulator or law enforcement agency.

3.2 Transfers between your currency accounts

If we receive an instruction from you to transfer money in different currencies between currency accounts you hold with us, the money will be available for you to use and will start earning credit interest (if payable) within two business days from the date of conversion from one currency to another.

3.3 Cash

Sterling cash will be available for you to use and will start earning credit interest (if payable) at different times depending on how and when the cash is paid into your account:

How is the cash paid in?	When will the cash be available for use and start earning credit interest (if payable)?
Branch counter (within normal branch opening hours)	Same day
Quick deposit facility before 3.30pm on a business day	Same day
Quick deposit facility after 3.30pm or on a non-business day	Next business day

Cash may not be deposited in our London or Luxembourg Branches, or into London or Luxembourg accounts.

3.4 Cheques

When you pay a cheque from a UK Payment Area bank or building society into your account before 3.30pm, the money will be in your account before 11.59pm the next business day at the latest.

If a cheque is paid into your account after 3.30pm or on a non-business day, this process will begin on the next business day. For example, if you pay a cheque into your account at 4pm on a Thursday, the money will be available for you to use before midnight on the Monday evening at the latest.

If a sterling cheque is paid into your account at Sark Post Office®, this process will begin when we receive the cheque from the Post Office® (normally two business days after you pay it in).

Cheques not written by a UK Payment Area bank or building society and foreign currency cheques cannot be processed by us.

Occasionally, there may be legal reasons, processing limitations or limited circumstances beyond our control which stop us from receiving the cheque or cause delays to these time periods.

Where you have arranged for your own cheques to be printed by third party printers you will need to use image survivable features ("**Image Survivable Features**") printed on those cheques. Image Survivable Features are payment security features as advised by your third party cheque printer. We reserve the right, but without obligation on us, to refuse to process cheques that do not contain Image Survivable Features and any failure to include Image Survivable Features on your cheques which we then process may adversely affect your liability.

This service is not available for accounts held in Luxembourg. Please speak to your Relationship Director for alternative arrangements.

3.5 Business Quick Deposit Service

If you register to use the Business Quick Deposit Service to deposit cash or Cheques into an account, we'll provide you with instructions on how to use the service and supply wallets on request. If you make a deposit using this service, you must include a completed bank giro credit in the wallet. The amount shown on the bank giro credit will be credited to your account as follows:

When do we receive the wallet?	When will the money be credited to your account?
Before 3.30pm on a business day	The amount shown on the bank giro credit will be credited to the account on the same day. Any cash will be available to use on the same day. Any cheque issued by a UK bank or building society will start the clearing process on the same day.
After 3.30pm on a business day or on a non-business day	The amount shown on the bank giro credit will be credited to the account on the next business day. Any cash will be available to use on the next business day. Any cheque issued by a UK bank or building society will start the clearing process on the next business day.

The amount in the wallet may not be checked until after the account has been credited. If the amount in the wallet is greater or less than the amount shown on the bank giro credit or the wallet contains any forgeries:

- we'll adjust your account balance to reflect the difference; and
- we'll try to tell you within five business days.

You must not put foreign currency in a wallet.

Business Quick Deposit Service is not available in all jurisdictions.

4. PAYMENT OF INTEREST

We'll pay interest on money in your account if it's a credit interest bearing account which has a positive interest rate. We'll set the rate for your account and will inform you of that rate when you open your account. You can request details of your current interest rate at any time.

Interest will be calculated daily, usually based on a 365 day year. If you have a non-sterling currency account, interest may be calculated on a 360 day year depending on the market practice of the currency concerned.

Interest will be paid into your account monthly, quarterly or annually depending on the type of account you hold. Please see the account specific terms for more details on when and how interest will be applied.

We reserve the right to charge you a negative rate of interest. If we intend to charge negative interest, we'll always give you notice in accordance with General Term 10.3.

If you have a non-sterling currency account, interest may not be paid during periods of currency instability.

5. KEEPING YOUR ACCOUNT SAFE AND LIMITING THE USE OF YOUR ACCOUNT

5.1 What you need to do to keep your account safe

You must:

- keep all your security details safe and secret (including your card PIN and any security device, passwords or log-in details for telephone, mobile or online banking) and take all reasonable precautions to prevent unauthorised or fraudulent use of them. This means that you must not give these details to any person who is not authorised by you;
- sign your card as soon as you receive it;
- keep your card and security device secure at all times and not let anyone else use it;
- when you're logged on to one of our online or mobile banking services, not leave the device (for example, the mobile phone or computer) you're using unattended and you must make sure that any information stored or displayed on your device is kept secure; and
- be aware that if you give your online banking password and log in details to a third party provider, we're not responsible for what they do with your details or account information.

We'll never ask you to disclose your full security details to us or to any other person or organisation. Even if the person requesting your details is using our name and logo and appears to be genuine, you must not share your details with them.

Some third party providers might ask you for your online banking log in details and password to provide their service to you. If you decide to give them this information, this means that they'll be able to see and do anything you can on your accounts with them.

5.2 What you need to do if you think someone knows your security details or you've lost your card

If your card is lost, stolen or misused and, you think that someone else might know your card or security details or if you suspect that someone may have used your account without your permission, you must tell us immediately by contacting your branch, Relationship Director, or by calling +44 (0)1534 620050. If you can't call us or visit your branch, you must immediately write to your account holding branch or Relationship Director. In the case of a lost, stolen or misused card, write to us at RBS International Card Loss Centre, PO Box 64, St Helier, Jersey, JE1 1AE.

5.3 Limiting the use of your account or our services

We may suspend or restrict the use of your accounts or certain services (such as your card or online banking) if:

- we reasonably believe that your security details, security devices or card details haven't been kept safe;
- we reasonably suspect that your security details or your card have been used fraudulently or without your permission;
- as a result of a change in the way you operate your account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments;
- we reasonably believe it's appropriate in order to protect your account;
- your country or place of residency changes (and we are unable to operate your account in the same way);

- you've broken in a serious way any term of this agreement or of any other account you hold with us;
- you give us any false or materially misleading information;
- we reasonably suspect that your account or any other account you hold with us (or another member of NatWest Group) has been, is being or is likely to be used for an illegal purpose;
- we reasonably suspect that you're involved in fraud or other serious criminal activity; or
- we reasonably believe that by not taking these steps we might breach a law or regulation with which we must comply with or may expose us to action from a government, regulator or law enforcement agency.

We'll explain why we've taken any of these steps, unless we're unable to contact you or there's a legal or security reason which means we can't provide an explanation.

5.4 Payment limits

We may apply limits to payments to and from your account – for example, to the amount of cash you pay in or withdraw, or to payment types where there is a high risk of fraud, scams or other crimes. We monitor these limits, may change them over time and will make information on them available to you, unless there is a security reason that prevents us from doing so.

5.5 Notifying you of concerns

We'll do our best to contact you if we have any concerns about the activity on your account (such as any unusual transactions that we notice).

If we suspect or become aware that your account may be subject to fraud or security threats, we'll contact you using the contact details we hold for you.

We'll never:

- Phone you to ask for your four-digit card PIN or your online banking password, even by tapping them into the telephone keypad.
- Ask you to withdraw money to hand over to us for safe-keeping.
- Ask you to transfer money to a new account for fraud reasons, even if we say it's in your name.
- Send someone to your premises to collect your cash, PIN, payment card or cheque book if you're a victim of fraud.
- Ask you to purchase goods using your card and then hand them over for safe-keeping.

5.6 Availability of our services

While we will make reasonable efforts to provide our telephone and online banking services, we will not be liable for any failure to provide them for any cause that is beyond our reasonable control. This includes, in particular, any suspension of our services resulting from maintenance, repairs or upgrades to our systems or the systems of any party used to provide our services, other disruptions to our systems, outages on any phone network or in the case of mobile networks, where you are not in an area of mobile coverage.

6. COMMUNICATIONS AND STATEMENTS

6.1 How we'll contact you

We'll contact you and provide communications to you (which will be in English) by any of the following means:

- post;
- phone;
- email to the email address you gave us;
- secure message to digital banking services;
- text message to the mobile phone number you gave us; or
- notifications through the mobile banking app.

Any documentation we send you by email, secure message or through the mobile app may be sent as an electronic attachment (for example, as a PDF). You should make sure that your electronic device(s) are set up to receive our communications (for example, they have the correct hardware, software, operating system and browser). All communication may be recorded.

6.2 Statements

We'll provide you with statements every month if you ask us to. Statements are available more frequently on request.

6.3 Contact details

If any of your contact details change, you should tell us as soon as you can to ensure you receive our communications.

7. TAKING MONEY OUT OF YOUR ACCOUNT

7.1 Withdrawals and payments

You can make payments or withdrawals if the available balance on your account (including any available arranged overdraft and any card transactions that have been approved but have not yet left your account) is sufficient.

You can withdraw cash from cash machines up to the daily cash withdrawal limit. This limit applies to withdrawals inside and outside the UK Payment Area and we may change it from time to time.

You may make withdrawals from a Business current account at the account holding branch. We may allow you to make withdrawals from another branch if you've submitted a written request to do so to your account holding branch.

7.2 About debit cards on your account

You can ask us to issue a card, or an additional card to a person you nominate. Each card will display the name of the cardholder. You may only use the card issued in your name. We may disclose information to any cardholder. This information will include, but won't be restricted to, details of your account.

When we send you a replacement card, we may issue it under a different card scheme (for example, Visa or Mastercard).

Some services let you create a digital copy of your card (for example, by adding your card to your mobile device to make contactless mobile payments or by saving your card details online to let you make payments more quickly). If you use your card in this way, any payments will be treated as if you used the physical card.

Cards are not available on all accounts, and are not available on accounts in London or Luxembourg.

We may limit the number of debit cards you can order or replace on your account. You must not request a replacement debit card if the existing card is in working order and has not been damaged, lost or stolen.

7.2a Charges for using your debit card

Sometimes we'll charge you fees for using your card in addition to any service charges that apply to the transaction. We've explained these fees and when they'll be charged below, but this doesn't include any fees a third party might charge you (for example, a cash machine fee).

Transaction type	Charges
Cash withdrawals in a non-sterling currency; **Inside the UK Payment Area:** • from a cash machine **Outside the UK Payment Area:** • from a cash machine; • purchase of currency; • purchase of travellers' cheques	• Non-Sterling Transaction Fee of 2.75% of the value of the transaction. (If you ask for the transaction to be converted into pounds sterling at the point of sale or withdrawal, we won't charge a Non-Sterling Transaction Fee however, the transaction handler may charge you a separate fee.)
Inside or outside the UK Payment Area: Payments made in a non-sterling currency. For example, purchase of goods in a shop while you are travelling, which includes any cashback requested as part of the purchase, and online/telephone purchases.	

If you make a payment outside the UK Payment Area, or in a non-sterling currency and you receive a refund of that payment, the Non-Sterling Transaction Fee charged for the original payment won't be refunded.

Where a fee is shown as a percentage, this means a percentage of the value of the transaction in pounds sterling.

We'll convert any payment made in a non-sterling currency using your debit card into pounds sterling using the **Payment Scheme Exchange Rate** (the rate provided by Visa, Mastercard or any other payment scheme) at the time the payment is taken from your account. If you'd like to see the most up-to-date exchange rates you can visit the website of the payment scheme shown on your card (for example, Mastercard or Visa).

If you'd like to view currency conversion charges with reference to the daily rate which is issued by the European Central Bank, you can visit **rbsinternational.com/businesscardabroad**. The figures displayed on that page change daily and are there to help you compare our fees with other banks across Europe.

7.3 Timescales for making card payments

We'll only take a card payment from your account when we receive the request from the payee's bank. This means there may be a delay between using your card to make a purchase and the payment being taken from your account. We'll take the payment from your account within one business day of receiving the request for payment.

If you claim a refund from a payee, we'll credit the amount of the refund to your account when we've been notified of the refund by the payee.

7.4 Cheques

You must not issue future dated cheques. If you do and a cheque is presented for payment, we may pay it before the specified date.

Cheques not written on a bank or building society based in the UK Payment Area and foreign currency cheques can not be processed by us and will not be accepted.

7.5 Timescales for making other payments

Where you instruct us to make a payment, you authorise us to use any payment or clearing system or intermediary bank that we may reasonably select.

Where a payment is made in sterling and within the UK Payment Area, we may use the Faster Payments Service which will mean that the money is added to the payee's account immediately. In limited circumstances (for example, we suspect fraud) the payment may take longer to reach the payee's account.

For other methods of payment, the following timescales will apply:

Type of payment	Cut-Off Time (UK)	When will the payment reach the payee's account after we receive your instruction?
Sterling electronic payment to a UK Payment Area account or euro electronic payment to another EEA or UK Payment Area account.	3.30pm	By the end of the next business day.
Sterling paper-based payment (for example a giro payment) to a UK Payment Area account or euro paper-based payment to a EEA or UK Payment Area account.	3.30pm	By the end of the second business day after processing by us.
Sterling electronic payment to a UK Payment Area account or euro electronic payment to another EEA or UK Payment Area account made in connection with an instruction to withdraw funds from a Notice Deposit.	N/A	By the end of the business day following the end of the notice period that applies to the Notice Deposit.
SEPA credit transfer payment made through eQ to a SEPA country.	2pm	Same day before 2pm. Next business day after 2pm.
All other payments.	3.30pm	Usually no more than four business days but this may depend on the country the money is being sent to.

If a payment instruction is received on a non-business day or after the cut-off time stated above on a business day, the process for making the payment will start on the next business day.

Unless you tell us otherwise, we usually send payments in the currency of the account (or currency line) they're made from, no matter where the payee is. For example, if you ask us to make a payment from a sterling account to a payee in United States of America, we'll send it in sterling unless you tell us otherwise.

If your payment is being sent outside the SEPA area, you may be able to choose to:

- pay our charges and the payee will pay their own bank's charges,
- have all charges paid by the payee, or
- pay all charges for the payment (including agent charges from other banks in the payment chain).

7.6 Exchange Rates – Making a payment

Before you make a payment which involves a currency exchange you can ask us to tell you the actual exchange rate that'll be applied to the payment. We'll provide or make this available to you where it is possible to do so. Where we can't tell you the actual exchange rate, we'll provide it to you as soon as we can afterwards.

If you choose to make a payment in a currency which is different to the currency of the payee's account or the receiving country, our chosen bank or the payee's bank may convert your payment to the currency of the payee's account at their market exchange rate.

7.7 Cancellation of a payment

We can't stop a payment you've asked us to make unless it's made by a cheque, standing order, Direct Debit or future dated payment.

To stop a cheque or cancel a standing order, Direct Debit or future dated payment, you should contact your branch, your Relationship Director or telephone banking. To cancel these payments you must tell us at least one business day before the payment is due to be made, or in the case of a cheque, presented for payment.

You can also cancel a standing order or Direct Debit through online banking. Payments can't be stopped after they have been processed.

We may cancel any standing order or Direct Debit on your account if it's unpaid on more than one occasion and we reasonably believe that the balance on your account is unlikely to be sufficient to meet future payments.

7.8 Return of a payment

If a payment you've instructed us to make is returned, it'll be paid back into the account you made the payment from.

If the amount returned is not in the same currency as that account, it'll be converted at the reference exchange rate applicable at the date and time that it's paid into your account. This means that the amount that's paid into your account may be more or less than the sterling amount of the original payment instruction.

If you made the payment from a multi-currency Cash Management account the payment may be re-credited in the currency in which it is received.

7.9 Paying charges from your account

Any charges you incur (including your service charge) will be taken directly from your account, unless we agree otherwise in writing.

7.10 Tax

If you owe tax (or other charges) to an authority in connection with your account, we may take this payment from your account.

7.11 Using money in your account to repay money you owe us

If you owe us money (for example, through a loan, credit or charge card or overdraft or a guarantee liability) and the money is overdue for payment, we may take money from your account to repay some or all of the money you owe us, including any fees or interest. This is called "set-off". We may also do this even if you don't have enough money in your account and it becomes overdrawn as a result. We'll never set-off a debt on your account against money held in an account that you hold with someone else.

We may refuse to return to you any items deposited with us for you (including but not limited to items in safe custody or cheques (or their proceeds) for collection) until any money owed to us which is overdue for repayment is repaid.

We may set-off any money we owe you (for example, as a refund or compensation or to settle a complaint you've made against us) to repay or reduce any money you owe us which is overdue for payment.

If you have claimed a refund from us for a payment that you have understood to have been made from your account in error (for example, a Direct Debit or other similar recurring payment collection) and our investigations conclude that you were not entitled to that refund, we may reverse that refund and take this payment from your account. If a payment is being made to you and we credit your account with the payment before we have received the funds from the payer's bank or provider or any agent used by the payer's bank or provider and the funds are not subsequently received by us then we may reverse the crediting of this payment and take it from your account.

8. WHAT HAPPENS WHEN SOMETHING GOES WRONG?

8.1 When you need to contact us

If you suspect that an incorrect or unauthorised payment has been made from your account, you must contact us as soon as possible by calling:

Jersey: 01534 282850
From abroad: +44 1534 282850

Guernsey: 01481 703860
From abroad: +44 1481 730860

Isle of Man: 01624 637190
From abroad: +44 1624 637190

Gibraltar: 20077737 or 200 73200
From abroad: 00350 200 77737 or 00350 20073200

United Kingdom: +44 (0)345 800 0280

Luxembourg: +352 270 330 260

Please be prepared to answer some security questions so we can verify your identity.

If you are a protected customer	If you are not a protected customer
You must tell us if an unauthorised payment is taken from your account within 13 months of the payment being taken from your account or you may not be entitled to a refund.	You must tell us if an unauthorised payment is taken from your account within 30 days of the payment being taken or you may not be entitled to a refund.

8.2 What we'll do if an incorrect or late payment has been made to or from your account

The sort code and account number (or International Bank Account Number (IBAN)) of an account identifies it, not the name of the account.

If you give us incorrect payment details (for example, the wrong sort code or account number or IBAN) then, once you've told us, we'll make reasonable efforts to recover your payment for you but we may not be able to recover the payment and we may charge you a fee for trying to recover it. If we're unable to recover the payment we won't refund you. If the payment has been received by the payee's bank you should contact them for a refund. If you write to us we will provide you relevant information regarding the payment to help you recover it yourself.

If we make a payment which was our error, we'll refund you (including any charges or interest which you've paid as a result of the payment being taken).

If we make or credit a payment later than we said we would, then we will put your account back in the position it would have been had we not made the error. You can also ask us to contact the other bank and ask them to correct the amount of interest on their customer's account.

If an error is made in a sterling Direct Debit, you'll be entitled to a refund from the payee or from us. This is known as the Direct Debit Guarantee. For more information please see **directdebit.co.uk.**

If we pay money into your account by mistake, we can take the money out of your account.

8.3 What we'll do if the payer's bank tells us about an incorrect payment

If the payer's bank tells us a payment was sent to you incorrectly, we'll contact you. If you confirm the payment was sent incorrectly, we'll return it to the payer. If you tell us the payment is correct or don't respond, the money will stay in your account but we may share your name and contact details with the payer's bank. If your account is held in Luxembourg, we will contact you first to obtain your consent to share this information.

8.4 What we'll do if you tell us about an unauthorised payment

If an unauthorised payment has been taken from your account (which means that someone else has made a payment without your consent) you should tell us as soon as possible.

Whether you're entitled to a refund may depend on whether or not you're a protected customer.

We'll assess whether you're a protected customer when you tell us about an unauthorised payment.

What's happened?	If you're a protected customer	If you're not a protected customer
Unauthorised payments have been made by using your card, card details, security device or security details before you have received them.	We'll refund you for any unauthorised payments.	We'll refund you for any unauthorised payments.
Your card, card details, security device or security details are lost, stolen or misused.	We'll refund you for any unauthorised payments but we may hold you responsible for up to £35 in relation to any losses you incur. If you were not able to detect the loss, theft or misuse prior to the unauthorised payment, or if the unauthorised payment was our fault, you will not be liable for any loss.	We won't refund you for any unauthorised payments if you fail to tell us about the loss or theft without delay.
You've authorised another person to use your account.	We'll only refund you for unauthorised payments made after you contact us.	We won't refund you for any unauthorised payments.

You've failed to use your card, card details, security device or security details in accordance with these Terms (for example, keep your card safe).	If your account is overdrawn and you're a sole trader or partnership of three or less partners, we'll refund you for all unauthorised payments. Otherwise, if you've acted intentionally or with gross negligence we'll only refund you for unauthorised payments made after you contact us.	We won't refund you for any unauthorised payments.
You've failed to tell us as soon as you became aware that your card, card details, security device or security details were lost, stolen or misused or an unauthorised payment was made on your account.		
You've acted fraudulently.	We won't refund you for any unauthorised payments.	We won't refund you for any unauthorised payments.

If you're entitled to a refund, we'll normally refund the unauthorised payment by no later than the end of the next business day. If we reasonably suspect that you're not entitled to a refund, we may need to investigate your claim before offering a refund and we may need additional information from you to help our investigation.

8.5 Payments processed without you agreeing the amount

Where a payment is requested by or through the payee (for example, a card payment or a Direct Debit) and you authorise it without knowing how much the final payment will be (for example, when hiring a car or booking a hotel room), then you can ask for a refund provided:

- you didn't know the exact amount of the payment when you authorised it;
- the amount of the payment exceeded what you could reasonably have expected to pay (excluding increases resulting from exchange rate fluctuations);
- the payment was made in the case of (i) a euro payment, to a payee in the UK Payment Area or the EEA or (ii) all other payments, to a payee in the UK Payment Area. For accounts with our Luxembourg branch, the payment must have been made to a payee in the EEA; and
- you ask for a refund within eight weeks of the date the payment left your account.

You won't be refunded if you gave your consent to the payment directly to us and at least 4 weeks in advance:

- We or the payee provided you with information about the payment; or
- Information about the payment was made available to you through online banking at any branch.

We may ask you for additional information to decide whether you should be refunded. We'll refund you, or explain why we're refusing the refund, within 10 business days of your request for a refund or (if we've asked you for additional information) within 10 business days of us receiving that information.

8.6 Loss not caused by an incorrect payment, unauthorised payment or payment processed without you agreeing the amount

We won't be responsible for any losses caused by circumstances beyond our control as the situation was abnormal or unforeseeable (for example, due to extreme weather, terrorist activity or industrial action).

We won't be responsible for any losses caused if we delay or refuse to act on your instructions, accept a payment to your account, close your account or limit the use of your account or services:

- as a result of checks carried out as part of the proper operation of our payment processing systems;
- as a result of actions of any payment schemes to the extent they are outside of our reasonable control including clearing and settlement systems or central banks;
- where we reasonably believe it is prudent to do so to prevent a crime or comply with laws or regulations;
- for a reason we give in these Terms;
- where you have broken in a serious way any of these Terms; or
- where a payment instruction is ambiguous, incomplete or inaccurate or you have not provided information (mandatory or recommended).

We won't be responsible for any indirect loss.

9. OVERDRAFTS AND UNPAID TRANSACTIONS

9.1 Arranged overdrafts

Arranged overdrafts may be available on request on the Business Current Account and the Business Treasury Cash Management Account if you satisfy our lending criteria.

If we provide you with an arranged overdraft, we'll send you an overdraft agreement setting out its terms.

9.2 Unarranged overdrafts

If you give us an instruction which would result in:

- your account becoming overdrawn (or further overdrawn) without an arranged overdraft; or
- your arranged overdraft limit being exceeded,

we'll treat this as a request for an unarranged overdraft.

To decide if your instruction would create an unarranged overdraft, we'll only consider the available balance (including any available arranged overdraft and any card transactions that have been approved but not yet left) on your account.

We'll decide whether or not to accept your request for an unarranged overdraft, taking your financial circumstances into account. If we allow an unarranged overdraft to be created, this doesn't mean that your arranged overdraft limit has been changed or that we must make any future payment which would have the same effect.

We may take overdraft interest or any of our fees from your account even if this creates or increases an unarranged overdraft. You will pay interest on the overdrawn amount, at our unarranged borrowing rate. The unarranged borrowing rate is available on request.

Unarranged overdrafts are repayable on demand which means we can request that you repay them at any time.

If you have a non-sterling currency account and we demand repayment of your unarranged overdraft, we may convert the balance into sterling if the amount demanded is in another currency. Any conversion will be made using our prevailing rate at the date and time of the conversion.

9.3 Our costs

You're responsible for paying any costs we reasonably incur to obtain repayment of any money you owe us (for example, court fees).

9.4 Repaying or reducing an overdraft

If your account is overdrawn, any money paid into your account will be applied in the following order:

- in repaying or reducing any part of the overdrawn balance which represents a Paid Referral Fee or an Unpaid Item Fee;
- in repaying or reducing any remaining unarranged overdraft balance; and
- in repaying or reducing any arranged overdraft balance.

10. MAKING CHANGES TO OUR AGREEMENT

10.1 Reasons for changes to the agreement

We may change these Terms (this includes changing or introducing new fees and interest rates) if we have a valid reason for doing so.

10.2 Converting your account

We can convert your account to another account in our range which we reasonably believe is appropriate for you. We can do this if:

- we decide to no longer offer that particular type of account;
- you're no longer eligible for the account (for example, your turnover exceeds the threshold set for your account type); or
- you're paying for an account you no longer or rarely use; or
- you're not using your account for its intended purpose or in line with this agreement.

10.3 Notification of changes to the agreement

If we:	The notice we'll provide
Introduce a new service	We may make the change **immediately**.
Decrease or remove a fee	
Decrease the unarranged overdraft interest rate	

Change your account (by converting it to another account)	We will give you at least **60 days'** notice.
Increase a credit interest rate (and that increase does not reflect a reference rate movement)	We'll make the change immediately and either: • notify you in writing within 30 days of the new rate coming into effect; or • show the new rate on our website and digital banking platforms, mobile banking app, in our branches and on your account statement at the earliest opportunity after the changes come into effect.
Decrease a credit interest rate (and the decrease does not reflect a reference rate movement) or start charging negative interest	We'll give you at least **14 days'** notice by: • notifying you in writing (for eQ users, this may be by displaying a notice on eQ); and displaying the new rate on our website, digital banking platforms and mobile banking app. • In the event of a change to the relevant central bank rate, on the day of that central bank announcement or shortly thereafter, we'll notify you of the planned changes by publishing the new rates and implementation dates on our website, eQ and Business Banking digital platforms. • We will show the new rate on your account statement at the earliest opportunity after the change comes into effect.
Increase or decrease a credit interest rate to reflect a change in the reference rate	We'll make the change **immediately**.
Make any other changes to these Terms (including the introduction of new or revised charges)	We'll give you at least **60 days'** notice.
We'll assume that you have accepted the changes unless you switch or close your account during the notice period. You always have the right to switch or close your account without paying extra charges or losing interest unless: • you have an account where the interest rate is fixed for the duration of the contract; • you have an account whose price depends on fluctuations in a financial market; • you have an account where the interest rate is fixed subject to a notice period.	

10.4 Transferring rights or obligations under this agreement

We may transfer our rights or responsibilities under the agreement to another person or organisation in the future. We'll only do this if we reasonably believe that you'll be treated to the similar standard after the transfer as we treated you beforehand.

11. CLOSING YOUR ACCOUNT

11.1 How to close your account

You can close your account at any time and there are no closure fees.

If you'd like to close your account, please write to your Relationship Director or Branch Manager at RBS International Account Closures, PO Box 64, St Helier, Jersey, JE1 1AE. We'll forward any money in your account to you after:

- you've given us notice that you want to close your account;
- you've returned all unused cheques and cards cut through the magnetic strip and the chip; and
- you repay any money you owe us.

11.2 When we can close your account

We can close your account by:

- giving you at least 90 days' notice; and
- telling you our reason for closing your account.

We may close your account on less notice (including immediately) and we may not tell you our reason for closing your account, if:

- we can't complete the checks that we need to carry out to understand our relationship with you, including how you're using your account;

- we reasonably suspect that your account has been used, is being used or will be used in connection with a serious crime;
- we're required to close your account by a government or a regulator in a jurisdiction in which we operate;
- you gave us incorrect information when you opened your account and we would not have opened your account had you given us the correct information;
- you behave in a threatening or violent or offensive manner towards or in the presence of, our staff; or
- providing 90 days' notice or a reason for closure would conflict with any other legal or regulatory requirement we're required to follow;
- we reasonably believe that:
  - in the course of providing goods or services to a third party, you have engaged in conduct that involves, or is likely to involve, the commission of an offence; and
  - you have used your account in connection with that conduct.

11.3 When your account is closed

If your account is closed (either by us or on your instruction), you'll have to pay any charges for services you've used before your account closes (for example, if you've used an arranged overdraft, in addition to any overdrawn balance you'll need to pay any Interest due for using the overdraft). We'll forward any remaining credit balance in your account to you after you repay any money you owe us.

12. MAKING A COMPLAINT

If you're not completely happy with our service, we'd like you to let us know so that we can resolve your complaint as quickly as possible. You can contact us by:

(a) visiting your nearest branch;

(b) calling your Relationship Director, or Jersey +44 (0)1534 282961, Guernsey +44 (0)1481 703845, Isle of Man +44 (0)1624 697741, Gibraltar 00 350 20014400, Luxembourg +352 270 330 260. When you call you'll need to have your account information or your telephone banking details handy. We may record your call.

(c) Visiting **rbsinternational.com** and you'll be able to write to us using our online form; or

(d) writing to your Relationship Director or the Manager at your account holding branch.

Our complaints process is set out in full in our leaflet Making Things Better – Unhappy with our service? which you can see online or request from your Relationship Director or one of our branches.

We'll do our best to respond to your complaint and resolve it as soon as we can but if you're not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Services. The Financial Ombudsman acts independently of us and provides a free service as an impartial adjudicator. If together we cannot reach a satisfactory resolution of your complaint you may refer to the Financial Ombudsman. Financial Ombudsman schemes exist in the Channel Islands and, the Isle of Man and the UK.

Isle of Man

You can contact the Isle of Man Financial Services Ombudsman at:

The Financial Services Ombudsman Scheme
Thie Slieau Whallian
Foxdale Road
St Johns
Isle of Man
IM4 3AS
Telephone: +44 (0)1624 686500
Fax: +44 (0)1624 686504
Email: ombudsman@iomoft.gov.im
Website: gov.im/oft

You must bring a complaint to the Isle of Man Financial Services Ombudsman Scheme within six years of the act or omission which led to your complaint and within two years of when it should have come to your notice if you weren't aware of it immediately.

In the Isle of Man you may ask the Ombudsman to review your complaint if we have been unable to resolve it within eight weeks.

Channel Islands

You can contact the Channel Islands Financial Ombudsman (CIFO) at:

Channel Islands Financial Ombudsman (CIFO)
PO Box 114 Jersey
Channel Islands
JE4 9QG
Jersey phone number: +44 (0)1534 669800
Guernsey phone number: +44 (0)1481 722218
Email: enquiries@ci-fo.org
Website: ci-fo.org

You must contact CIFO about your complaint within six months of the date of your final response letter or CIFO may not be able to review your complaint. You must also contact CIFO within 6 years of the event complained about or (if later) 2 years of when you could reasonably have been expected to become aware that you had a reason to complain.

In the Channel Islands you may ask the Ombudsman to review your complaint if we have been unable to resolve it within three months.

United Kingdom

You can contact the Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR, on 0800 023 4567 or you can visit their website financial-ombudsman.org.uk.

You must contact FOS about your complaint within six months of the date of your final response letter or FOS may not be able to review your complaint. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Gibraltar

For accounts held in Gibraltar, depending on the nature of the complaint you can contact the following at:

Lending	Payments
If your facility is regulated under the Financial Services (Consumer Credit) Act 2011 ("Act"), you have the right to ask the Chief Executive Officer ("CEO") of the Gibraltar Financial Services Commission to arbitrate between us. The CEO is the Director for the purposes of the Act. The address of the CEO is: Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar	You may submit complaints to the Gibraltar Financial Services Commission (FSC) where your complaint relates to an alleged infringement of the provisions of the Financial Services (Payment Services) Regulations 2020 by us. You may write to the Gibraltar FSC at the following address: Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar.
Luxembourg For accounts held in Luxembourg, you may be entitled to file an out-of-court complaint with the Commission de Surveillance du Secteur Financier (CSSF). The address of the CSSF is: Commission de Surveillance du Secteur Financier, 283 Route d'Arlon, L-1150, Luxembourg direction@cssf.lu	Timescale: You must contact the CSSF about your complaint within 1 year of the date you informed us of your complaint. You may also ask the CSSF to review your complaint if we have been unable to resolve it within 6 weeks.

Financial Services Commissions

You can also review the regulator's website, for the jurisdiction where your account is held:

Jersey: jerseyfsc.org

Guernsey: gfsc.gg

Isle of Man: iomfsa.im

Gibraltar: fsc.gi

United Kingdom: fca.org.uk/ and bankofengland.co.uk/prudential-regulation

Luxembourg: cssf.lu/en

13. HOW WE USE YOUR INFORMATION

13.1 Who we are

Your account is with us (The Royal Bank of Scotland International Limited). We are a member of NatWest Group, being NatWest Group plc and its subsidiary companies (NatWest Group). For more information about our group of companies please visit **natwestgroup.com**, or contact your branch or Relationship Director.

13.2 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. We have a duty to keep customer information confidential. This section sets out how we may share your information with other NatWest Group companies and third parties.

13.3 For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our "Privacy Notice") provided on our website **rbsinternational.com/privacynotice.**

13.4 We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website **rbsinternational.com/privacynotice**. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.

13.5 In respect of any personal information relating to a third party that you provide to us, you must:

a) notify the third party that you are providing their personal information to us and obtain their permission;

b) provide the third party with a copy of our Privacy Notice and these Terms;

c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and

d) ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.

13.6 We will use and share your information with other NatWest Group companies to lawfully carry out our business activities as a group of companies. This includes, without limitation, to enable us and other NatWest Group companies to:

a) provide or improve customer services including relationship co-ordination and access to appropriate product expertise;

b) identify and market products and opportunities that may be of benefit to you;

c) have a consolidated view of your relationship with NatWest Group;

d) access outsourced services from other members of NatWest Group; and

e) comply with laws and regulations.

13.7 We will not share your information with anyone outside NatWest Group except:

a) where we have your permission;

b) where required for your product or service;

c) where we are required by law and where lawful to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;

d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;

e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;

f) with social media companies (in secure format) or other third party advertisers so they can display relevant messages to you and others about our products and services on our behalf. Third party advertisers may also use information about your previous web activity to tailor adverts which are displayed to you;

g) with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;

h) with debt collection agencies and insolvency practitioners;

i) with credit reference and fraud prevention agencies;

j) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;

k) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;

l) in anonymised form as part of statistics or other aggregated data shared with third parties; or

m) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.

13.8 If you ask us to, we will share information with any third party that provides you with services such as account information or payment initiation services. If you ask a third-party provider to provide you with these services, you're allowing that third party to access information we hold. We're not responsible for any such third party's use of the information shared with your agreement. Their use of the information will be governed by their agreement with you and any privacy statement they provide to you. Where you agree to information being shared with a third party for provision of services, it should be noted that we may charge the third party as part of a commercial arrangement to provide the service.

13.9 Where you ask us to make a euro payment to a recipient in Europe, we will share your personal information with other banks on a joint controller basis in order that the transaction may be progressed. This means that each bank will work together to decide why and how your personal information is processed. It also means that we are jointly responsible to you for that processing. We share this information in order that we and other banks can perform our contractual and legal obligations. However, where you have a query or issue with regard to your euro payment instruction, you should contact us accordingly.

13.10 We also share your information on a joint controller basis with The Society for Worldwide Interbank Financial Telecommunications (known as SWIFT) to enable us to send and receive financial messages and files, and to pre-validate, track and manage financial transactions. We share this information in order that we and SWIFT can perform our contractual and legal obligations. SWIFT will onward share your personal information with other financial institutions for the purpose of managing and progressing the transaction. You can find out more information on SWIFT activities at 2.swift.com/knowledgecentre/products/Swift/publications. Your rights remain unaffected; you may exercise them against either us or SWIFT. Any questions about SWIFT's responsibilities regarding the processing of personal information in this context can be directed to S.W.I.F.T. SC, to the attention of Data Protection Officer, Avenue Adèle 1, 1310 La Hulpe, Belgium, or by email to privacy.officer@Swift.com.

13.11 In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.

13.12 NatWest Group will not share your information with third parties for their own marketing purposes without your permission.

13.13 We may transfer your information to organisations in other countries (including to other NatWest Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. In the event that we transfer information to countries outside of the European Economic Area (which includes countries in the European Union as well as Iceland, Liechtenstein and Norway) or the jurisdictions we operate in, we will only do so where:

a) the European Commission has decided that the country or the organisation we are sharing your information with will protect your information adequately;

b) the transfer has been authorised by the relevant data protection authority;

c) we have entered into a contract with the organisation with which we are sharing your information (on terms approved by the European Commission or the Data Protection Authorities in the jurisdictions we operate in) to ensure your information is adequately protected; or

d) you instruct us to make a payment to such a country. In order to make this payment through the banking payments system the Bank may transfer relevant personal information, including your address, to third parties. Information transferred to these third parties may subsequently be accessed and used by law enforcement agencies and other authorities in those countries to prevent and detect crime and comply with legal obligations.

14. ADDITIONAL TERMS

14.1 If we consider that any of the money in your account is or may be the subject of a claim by someone else we can take any steps we consider necessary to protect ourselves, which may, for example, include taking legal advice for our benefit, or asking a court to decide who the money belongs to. If we take that action we will be entitled to act on any judgement or order of the court and any money we pay from your account as a result will be as if we had received your valid instructions to make the payment. Until the court makes any judgement or order we do not have to act on your instructions to pay money from your account and we will have no liability to you if we refuse to do so. We have the right to take from your account all costs, charges and legal expenses we incur under this Term.

14.2 We may allow you extra time to comply with your obligations or decide temporarily not to insist on any of our rights but if we do we are still entitled to ask you to comply with these Terms in full at any time afterwards and we are not obliged to act in the same manner subsequently.

ACCOUNT SPECIFIC TERMS

PAYMENT ACCOUNTS

1 BUSINESS CURRENT ACCOUNT

1.1 You can apply for an arranged overdraft on this account.

1.2 No credit interest is payable unless we agree otherwise.

1.3 If interest is payable, it will be applied on the last business day in March, June, September and December.

2 BUSINESS TREASURY CASH MANAGEMENT ACCOUNT

2.1. Interest is calculated and applied in March, June, September and December.

2.2. Overdrafts are available on request, subject to our assessment of your financial standing and at our sole discretion. We can change your overdraft limit by notifying you personally of what the new limit will be.

2.3. Each Cash Management account may be denominated in more than one currency.

2.4. Each currency will be accounted for separately on a sub account and statements will be provided for each sub account held.

2.5. Each sub account will have its own unique identifier which will be advised to you when the sub account is opened. You must use the unique identifier when giving us instructions to ensure transactions are applied to the correct currency sub account.

2.6. Credits received for a Business Treasury Cash Management account in a currency for which a sub account does not exist will automatically be applied to a new sub account denominated in the currency in which the payment is received, unless we are unable to offer accounts or sub accounts in the currency of the payment. In such cases we may contact you for disposal instructions for the payment received and will not be liable to you for any loss however caused for any delay in applying the funds received to your account.

2.7. Where cleared credit balances are held on a Business Treasury Cash Management sub account interest will be calculated and applied to each sub account separately at the rate set for that sub account.

2.8. You must activate your account by making a payment within 90 days of your account opening date.

2.9. You can not pay in or take out cash from your account.

NON-PAYMENT ACCOUNTS

3 FIXED TERM DEPOSITS

3.1 All Fixed Term deposits are automatically linked to a Business Treasury Cash Management account through which all account transactions will be routed.

3.2 If a Business Treasury Cash Management account is not open then a new one is required.

3.3 The interest rate will be the rate offered (which may be negative) at the time the deposit is made, for deposits of that amount and term. This information may also be detailed within individual Term Sheets where applicable.

3.4 The rate may not be available if cleared funds are not available before the rate is withdrawn.

3.5 Minimum and maximum balance criteria may apply. This information can be obtained from your usual point of contact with us. This information may also be detailed within individual Term Sheets where applicable.

3.6 Interest payment frequency will be at maturity unless alternative interest frequency options are available and have been elected. This information may also be detailed within individual Term Sheets where applicable.

3.7 Renewal instructions on sterling Fixed Term deposits must be given by you by 12 noon UK time on the day of maturity and for non-sterling deposits two business days before the maturity date. We may (but are not obliged to) disregard any contrary instructions received after the above designated times.

3.8 These products are unbreakable and therefore early withdrawal or closure instructions on Fixed Term deposits are not permitted.

4 NOTICE DEPOSITS (35, 60 & 90 Day Notice)

4.1 All Notice deposits are automatically linked to a Business Treasury Cash Management account through which account transactions are routed.

4.2 If a Business Treasury Cash Management account is not open then a new one is required.

4.3 **Notice**

Where you are required to give notice the following will apply (Relevant Notice)

- 35 Day Notice Deposit: 35 days' notice;
- 60 Day Notice Deposit: 60 days' notice; or
- 90 Day Notice Deposit: 90 days' notice.

We may give you Relevant Notice in accordance with these account specific terms or notice in accordance with General Term 10.3.

4.4 **Minimum and Maximum Balances and Eligibility**

Minimum and/or maximum balance or eligibility criteria may apply to a Notice Deposit and/or to your cumulative Notice Deposits.

We may change or introduce these without notice. Further details can be found at **rbsinternational.com/notice-deposit** or can be obtained from us or your Relationship Director.

Minimum Balance

If your balance falls below the minimum we will give you Relevant Notice to increase the balance; if you do not do so, we reserve the right to close the Notice Deposit.

Maximum Balance

If you seek to make a deposit that would cause you to exceed a maximum balance limit, we reserve the right to refuse some or all of the deposit.

If we introduce a new maximum balance limit, and your balance (or cumulative balance) exceeds that maximum, we may give you Relevant Notice to reduce the balance. If you do not do so we reserve the right to close your Notice Deposit(s).

4.5 **Interest**

The Interest Rate which applies will be:

- Until Relevant Notice to withdraw, the Notice Deposit Interest Rate we set based on the duration of the Notice Deposit. This rate is subject to change in accordance with General Term 10.3.
- If you give notice to withdraw funds or close your Notice Deposit, the funds being withdrawn will be placed on a Fixed Term deposit and the Step Down Rate will apply for the Relevant Notice period.
- If we give you notice to close your Notice Deposit pursuant to clause 4.6.2, the Notice Deposit Interest Rate will continue to apply during the Relevant Notice period and the Step Down Rate will not be applied.

Further details can be found at **rbsinternational.com/notice-deposit**

Interest will be accrued and applied quarterly on the last business day of March, June, September and December and calculated on the business day before it's applied. Positive accrued interest can be paid to your Notice Deposit or, if you request, a Business Treasury Cash Management account. Negative accrued interest can only be deducted from your Notice Deposit. At closure, when notice is given to withdraw all funds from the Notice Deposit, any interest will be added to, or subtracted from, the Notice Deposit and any balance placed in a Fixed Term deposit for the Relevant Notice period.

4.6 **Withdrawal and Closure**

4.6.1 To make a withdrawal or close your Notice Deposit you must give us Relevant Notice by 12 noon UK time by phone, email, through eQ or by contacting your Relationship Director. Deposits must be held for a minimum of one business day before an instruction to withdraw or close is permitted. If your instruction is received after 12 noon or on a non-business day, the Relevant Notice will start on the next business day. The funds being withdrawn will be placed on a Fixed Term deposit for the Relevant Notice period.

4.6.2 We can close your Notice Deposit and repay your deposit at any time either immediately (in accordance with General Term 11.2) or by providing you with Relevant Notice.

4.6.3 Upon expiry of the required notice period the withdrawal amount will automatically be repaid to your Business Treasury Cash Management account.

4.6.4 We reserve the right to close or suspend any Notice Deposit product to new or additional deposits without notice.

4.7 **Changes**

Where we give notice of a change to your Notice Deposit, we'll assume you have accepted the change unless you tell us during the notice period before that change comes into effect that you do not accept it.

If you tell us that you do not accept a change that will be treated as an instruction from you to close your Notice Deposit in accordance with account specific term 4.6.

5 BUSINESS RESERVE ACCOUNT

5.1 Credit interest will be applied on the last business day of each month and calculated on the business day before it's applied.

6 CLIENT DEPOSIT MANAGER ACCOUNT

6.1 This account must only be used for client money. If we reasonably believe that you are using this account for another purpose, we may convert your account to a Business Reserve Account. We'll give you 60 days' notice before we convert your account.

6.2 Credit interest will be applied on the last business day in March, June, September and December and calculated on the Business Day before application.

6.3 We won't set-off money you owe us against any money in your account which belongs to someone else.

LUXEMBOURG TERMS

These supplemental Luxembourg Terms apply to accounts held with our Luxembourg branch only and form part of the Terms.

1 APPLICABLE LAW/CORPORATE OPT OUT

We and you agree to waive the application of articles 59 to 77 (Inclusive), 79(1), 81(3), 86, 88, 89, 90, 93 and 101 of the law of 10 November 2009 on payment services, as amended, as well as paragraphs (5) and (6) of Article 4 of Regulation (EC) 2021/1230 on cross-border payments in the Community, and all successor or analogous legislation. As a result, these articles do not apply to the payment services we provide you.

Your continued use of your account will constitute your agreement to and acceptance of the Corporate Opt Out.

2 TRANSFERS BETWEEN YOUR CURRENCY ACCOUNTS

If we receive an instruction from you to transfer money in different currencies between currency accounts you hold with us, the money will be available for you to use and will start earning credit interest (if payable) immediately, if the conversion is between Euro and a Member State currency or between the currencies of two Member States. All other conversions will be in accordance with the General Terms.

3 SEPA INSTANT

3.1 Paying Money into your Account

Euro SEPA Instant payments will usually be credited to your account immediately once received and will start earning credit interest (if payable) from the day of receipt.

3.2 Taking Money Out Of Your Account

When a payment is made in euro and within SEPA, we may use the SEPA Instant Payment Scheme, which will mean that money is added to the payee's account immediately.

We'll tell you if a payment was successful through your online banking or by contacting you using the latest contact details we hold. You must ensure your contact details are up to date.

We may re-credit your account if a payment instruction exceeds the maximum time frame for completing the payment and a final response has not been received from the receiving bank. You should not resend the payment or use those funds until we confirm if the payment was successful or not. If we are required to settle a payment instruction with the receiving bank, we are authorised to deduct this amount from your account. If there are insufficient funds in your account, this may result in your account becoming overdrawn.

4 VERIFICATION OF PAYEE

Verification of Payee is only available for certain SEPA Credit Transfer and SEPA Instant payments.

If you send multiple euro payments in a batch, you agree to opt out of using our Verification of Payee service for those payments. You can opt in to this service at any time by clicking "New Payment" in eQ to submit your payment using SEPA Credit Transfer or SEPA Instant or following any other method we tell you. Without Verification of Payee, we can't confirm that the account you're sending money to belongs to the person you think it does. If the payment goes to the wrong person or there's a mistake in the details, you accept liability for any loss.

Services provided to check account details, such as Verification of Payee, must only be used for confirming information in relation to a payment transaction.

5 NOTICES AND CHANGES

5.1 All references to 60 days' notice in the General Terms will be to two months for Luxembourg accounts, unless the reference relates to our 60 day notice product.

5.2 We reserve the right to change these Luxembourg Terms from time to time and shall give you notice of changes in accordance with General Term 10. We will only notify you of changes to these Luxembourg Terms if you hold an account in Luxembourg.

6 RECORDINGS AND EVIDENCE

6.1 Telephone conversations may be recorded for evidential purposes and verification of transactions and communications. You consent to the recording of telephone conversations between your staff and us and you agree to notify your staff in advance.

6.2 Telephone recordings will be retained in accordance with our record retention policy, which may extend beyond the duration of the banking relationship.

6.3 You have a right of access to the telephone recordings and agree to inform your staff of: (i) their right of access to the recordings concerning them; (ii) the purpose of the recording of telephone conversations and (iii) the period for which these recordings will be retained.

6.4 We shall be entitled to prove instructions received and any other documents and communications against you by any legally admissible means in commercial matters including the use of witnesses and affidavits. You accept that any telephone or other recording shall constitute proof of your instructions to us and that these may be used in court proceedings with the same evidential value as written documents. You expressly agree that the provisions of Article 1341 and the following of the Luxembourg Civil Code shall not apply.

7 PLEDGE

We shall have the benefit of a general pledge over all of your claims vis-à-vis us and all assets from time to time deposited with us. The purpose of this general pledge is to secure all present and future liabilities to us. The general pledge shall be governed by the Law of 5 August 2005 on financial collateral arrangements, as amended. We reserve the right to enforce our general pledge without formal notice to you and as permitted by the above law every time any of your liability vis-à-vis us becomes due and remains unpaid.

8 PROFESSIONAL SECRECY AND OUTSOURCING

This section supplements the How we use your information section of the General Terms. We are subject to professional secrecy and may not disclose your information (the Information) to third parties, unless in accordance with or required by law, or with your consent.

We outsource services to NatWest Group plc, its subsidiaries, including to our other offices, and other third-parties (the Service Providers), to carry out our lawful business activities.

The outsourced services include all activities required to provide you with our products or services and to comply with our regulatory requirements, including, but not limited to:

- Customer onboarding and in-life management
- Product set up, management and servicing
- Marketing
- Legal and e-disclosure services
- IT infrastructure and/or applications
- Payment platforms and related services
- Financial and regulatory accounting and reporting
- Reporting in the framework of compliance any applicable regulations and law
- Management of cash flow, credit and debit analysis

Services are outsourced to entities established in the United Kingdom, Jersey, Luxembourg, the Isle of Man, India, Guernsey and Gibraltar. The outsourced activities may be undertaken in these locations, or in any other location in which the entities hold business operations. To provide the outsourced activities, the Service Providers may access any or all of the types of information set out in paragraph 2 of our privacy notice available on our website rbsinternational.com/privacynotice.

Service Providers may be regulated or unregulated and will be subject to obligations of professional secrecy or confidentiality by law or contract. The secrecy or confidentiality obligations may not be the same as Luxembourg professional secrecy and could be less stringent. Service Providers may be legally required to provide Information to authorities.

Information is kept by Service Providers for the period necessary for our purposes and, if applicable, to comply with their legal obligations.

You agree to the outsourcing to the Service Providers and to the transfer and/or disclosure of your Information to the Service Providers.

You may at any time, in writing, request we do not disclose or transfer some or all of your Information to a Service Provider, but this may impact our ability to continue to provide services to you. We have the right to close your account immediately if we cannot accommodate your request or objection.

9 PLACE OF PERFORMANCE

Our premises in Luxembourg are deemed to be the place of performance of all the commitments taken between you and us.

10 OPERATION AS A BRANCH

We operate in Luxembourg as a branch ("succursale") of a credit institution (The Royal Bank of Scotland International Limited) authorised in another non-EU jurisdiction and are subject to the prudential supervision of the Jersey Financial Services Commission and the Luxembourg Commission de Surveillance du Secteur Financier (CSSF).

In case of our winding up, dissolution and liquidation, we would be subject to the laws, regulations and procedures applicable in Jersey and in Luxembourg.

The Royal Bank of Scotland International Limited trading as RBS International is registered in Jersey (no. 2304) as a private company with limited liability. Authorised and regulated by the Jersey Financial Services Commission. Registered and Head Office: Royal Bank House, 71 Bath Street, St. Helier, Jersey, JE4 8PJ. Tel. 01534 282787. Registered in the United Kingdom as an overseas company with registration number FC034191 and UK establishment number BR019279. United Kingdom business address: 250 Bishopsgate, London, EC2M 4AA. Authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority (reference number 760675) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available on request.

Guernsey business address: Royal Bank Place, 1 Glategny Esplanade, St. Peter Port, Guernsey, GY1 4BQ. Tel. 01481 703860. Regulated by the Guernsey Financial Services Commission (reference no. 70) and licensed under the Banking Supervision (Bailiwick of Guernsey) Law, 2020, as amended, and the Protection of Investors (Bailiwick of Guernsey) Law, 2020, as amended, and The Lending, Credit and Finance (Bailiwick of Guernsey) Law, 2022.

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 (reference no. 1189) and registered as a General Insurance Intermediary (licence no. IB0053).

Luxembourg business address: Espace Kirchberg, The Square, Building A-40 Avenue J.F. Kennedy, L-1855 Luxembourg. Tel. + 352 270 330 355. Authorised and supervised by the Commission de Surveillance du Secteur Financier (authorisation code: B00000399), as a branch of a credit institution originating from a non-Member State of the European Union.

RBS International is a participant in the Jersey Bank Depositors Compensation Scheme (the Scheme). The Scheme aims to provide protection for eligible depositors of up to £50,000. For further information about the Scheme and to understand your eligibility, please refer to www.jrdca.org.je/jdcs.

RBS International is a participant in the Guernsey Banking Deposit Compensation Scheme. The scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Details are available from: Website: www.dcs.gg. Telephone: +44 (0)1481 722756 Post: P.O. Box 380, St Peter Port, GY1 3FY. Deposits made in a Guernsey Branch will not be covered by any equivalent scheme in any jurisdiction outside of the Bailiwick of Guernsey.

RBS International is a member of the Isle of Man Depositors' Compensation Scheme (DCS) as set out in the Depositors' Compensation Scheme Regulations 2010. To understand your eligibility under the scheme you may wish to visit https://www.iomfsa.im/consumer-material/isle-of-man-depositors-compensation-scheme-dcs/.

In the UK Eligible deposits are protected up to a total of £120,000 by the Financial Services Compensation Scheme, the UK's deposit guarantee scheme. Any eligible deposits held above this limit are unlikely to be covered. Please ask for further information or visit www.fscs.org.uk.

The Royal Bank of Scotland International Limited trading as RBS International Luxembourg Branch. Authorised and supervised by the Commission de Surveillance du Secteur Financier (authorisation code: B00000399), as a branch of a credit institution originating from a non-Member State of the European Union. RBS International Luxembourg Branch is a member of the Luxembourg Deposit Guarantee Fund (FGDL). Eligible deposits with the branch are protected up to EUR 100,000 per depositor, or per account holder for joint accounts. Higher limits may apply in specific circumstances. Full eligibility rules are available at www.fgdl.lu or on request. Protection is provided exclusively by the FGDL.

Under the scheme(s) customers are entitled to make only one claim per licensed entity regardless of the number of brands or trading names contained within that licensed entity and customers are entitled to make one claim only per licensed entity in the jurisdiction where the deposits are held. Not all accounts will be covered by these schemes, and further details of these schemes are available on request. Deposit protection schemes apply only to eligible depositors and eligible deposits. Certain non-personal and corporate customers may not qualify for protection or may be subject to different limits.

RBS International is a member of NatWest Group. NatWest Group plc - Registered in Scotland No 45551. Registered office: 36 St Andrew Square, Edinburgh EH2 2YB. The latest report and accounts are available at Investors.natwestgroup.com. RBS International places funds with other parts of NatWest Group and thus its financial standing is linked to the Group. Depositors may wish to form their own view on the financial standing of RBS International and the Group based on publicly available information. The latest report and accounts are available at www.rbsinternational.com/financial-results.

If you are not satisfied with any of our products or services, we have a complaints procedure that you can use. A leaflet, giving details of the procedure, is available from your branch upon request.

Calls may be recorded.

RBSI 369 December 2026