

**BANK SADERAT PLC**

**CORPORATE BANKING**

**Terms and Conditions**

These Corporate Banking Terms and Conditions ("Terms") will apply to new and existing customers from [1<sup>st</sup> November 2009]. Please read and keep these Terms in a safe place. They form a contract between you and Bank Saderat PLC which will continue until terminated in the manner described in these Terms. No third party will have any rights under this contract.

In these Terms "we", "us" and "our" refer to Bank Saderat PLC ("Bank Saderat") and the terms "you" and "your" refer to the company to which Bank Saderat provides **Services**. Please note that words in these Terms in **bold** are defined in Section 5.

These Terms:

- apply to all corporate accounts with us in the United Kingdom ("UK")
- explain our obligations to you and your obligations to us
- apply to all our services provided to you in the UK
- may be added to or varied by specific terms and conditions for certain **Services**

We reserve the right to change these Terms and our charges for providing **Services**. When we do so we will give you at least 2 months' notice and inform you in writing by post.

If we notify you of a change to these Terms or to our charges for providing **Services** you may, at any time up to 2 months from the date we tell you of the change, close your account with immediate effect by notice to us. In these circumstances, you will not have to pay any additional charges or interest, except that you will still be required to pay to us amounts that are due and payable by you at the time that you inform us that you wish to close your account. Once your account is closed and all amounts due to us have been paid in full, the contract between us which is created by these Terms will be terminated.

If we give you notice of a change to the Terms or our charges and you do not notify us within 2 months that you wish to close your account, you will be deemed to have accepted the change to these Terms or the charges (as the case may be). We will inform you when the change comes into effect.

We may also agree separate terms with you in writing which amend or supplement these Terms.

In certain circumstances we may vary our interest rates immediately following notice being provided to you. When we change the interest rates that apply to your account, this will be advised on your account statement.

To contact us:

- Visit our office at 5 Lothbury, London EC2R 7HD
- Write to us at the above address
- Telephone us on 020 7600 0133 if you are calling within the UK or +44 20 7600 0133 if you are calling from overseas. All lines are open from 9 a.m. to 5 p.m. every UK **Business Day**
- Via the Internet at [www.saderat-plc.com](http://www.saderat-plc.com)
- Via email at [enquiries@saderat-plc.com](mailto:enquiries@saderat-plc.com)

All written communications between us should be in the English language. We may monitor and/or record telephone calls and other communications with us for quality and training purposes.

Following a request from you we will send you a copy of these Terms and in any event, we will send you a new copy of these Terms following each amendment of them.

## Section 1 – General Terms

### 1 Opening an account

- 1.1 Bank Saderat is committed to ensuring the safety of its clients' funds. In order to ensure that our banking system is not used for money laundering, terrorist financing or any fraudulent activity it is necessary that we know our customers and their business. For us to meet this requirement and comply with UK law, certain documents need to be completed and others provided to us in order to open a corporate account.
- 1.2 You must tell us of any changes to your circumstances.
- 1.3 To open a corporate account, we will ask for completion of a Corporate Account Opening Form which also details additional documentation required and contains the corporate resolution and the **Mandate**. For more information please contact us.

### 2 Paying Into Your Account

- 2.1.1 The terms set out below in this clause 2 apply to cheques, amounts with respect to **Payment Transactions** and any other amounts paid into your account.
- 2.1.2 Any documentation, including cheques sent to Bank Saderat, should be sent using recorded delivery. In no circumstances should you send cash to us by post.
- 2.1.3 Cheques paid in to your account are normally subject to the **Central Clearing Cycle**.
- 2.1.4 If items are paid into your account on a **Business Day** they will normally be dealt with and the amount stated on the paying in slip will be added to your account balance on that day, so long as we receive them before 2.00 p.m. (UK time). Items paid in after the cut off time or on a non **Business Day** will be dealt with on the next **Business Day**. Please also see clause 2.2 regarding cheques paid into your account.
- 2.1.5 Where you are the recipient of a payment under a **Payment Transaction**, the credit value date in relation to that **Payment Transaction** will be the date of the **Business Day** that the payment is credited to us, if we receive the payment before 2 p.m. on that **Business Day**. If we receive the payment after this time, the credit value date of the payment will be the date of the following **Business Day**. The amount of the payment will be at your disposal immediately after it has been credited to us.
- 2.1.6 Where you are the recipient of a payment under a **Payment Transaction**, we will deduct any charges that are payable by you before crediting the amount of the transaction into your account. The breakdown between the amount of the charges and the amount credited to you will be clearly set out in your account statement.
- 2.1.7 We have facilities to accept cash deposits into your account in amounts not exceeding £5,000 (or its equivalent in other currencies) at our office at 5 Lothbury, London EC2R 7HD.

### 2.2 Cheques

- 2.2.1 We will only accept cheques for the account of the company named or a commonly accepted abbreviation. Alterations of a cheque (other than by the originator and signed) will not be accepted.
- 2.2.2 You will normally have to wait five **Business Days** after the day a cheque has been paid into your account before you can withdraw the proceeds of the cheque. The five **Business Day** time period may be extended, as necessary, if there are credit or fraud prevention reasons to do so.
- 2.2.3 The cheque amount must be included in your balance before you can withdraw the money unless you ask us to send it for **Special Presentation**.
- 2.2.4 When referring to the day you pay a cheque into your account we mean the day that we receive the cheque, or the first Business Day thereafter if we receive the cheque after 3.00 p.m. (UK time) or on a day that is not a Business Day.
- 2.2.5 We treat cheques as being cleared for interest calculation purposes five clear **Business Days**

after they have been paid in (e.g. on Monday if paid in on the previous Monday). If you withdraw money which is not cleared for interest calculation purposes, you may be charged interest even though your account shows a credit balance.

- 2.2.6 If you want to pay in a cheque in one currency into an account in another currency (e.g., a cheque drawn in euro into a sterling account), we will convert the amount of the cheque at the relevant **Exchange Rate**. We will tell you the **Exchange Rate** and, where applicable, the fees we charge prior to effecting the conversion, or if you instruct us to effect the conversion at the best rate possible, we will not tell you this information in advance but will provide it to you as soon as possible after effecting the conversion.

### 2.3 **Cheques Returned Unpaid**

- 2.3.1 If a cheque paid into your account is returned unpaid, the amount shown on it will be deducted from your account if the cheque amount had previously been included in your balance. We will tell you that this has been done. Depending on why the cheque was unpaid, we will either re-present it for payment from the bank of the person who issued it or return it to you.

- 2.3.2 A cheque may be returned unpaid even if we have let you withdraw the money and/or the amount on the cheque has been included in your available balance. When a cheque is returned unpaid it will usually happen three or four **Business Days** after the cheque has been paid into your account, but it could be later.

- 2.3.3 If you withdraw against a cheque which is later returned unpaid and the deduction of the amount of the unpaid cheque from your account would result in your account being overdrawn or (as the case may be) over an existing formally arranged overdraft limit, you must immediately deposit sufficient funds into your account to ensure that your account has at least a zero balance or a debit balance within the existing overdraft limit (as the case may be). Please see clause 6.3 for details of charges and interest that we may apply if your account goes overdrawn.

- 2.3.4 Different procedures apply to **Foreign Cheques**.

### 2.4 **Foreign Cheques**

- 2.4.1 We may agree to **Negotiate a Foreign Cheque** or **Collect a Foreign Cheque** although we are not obliged to do so. We may appoint an agent/correspondent to help us. For cheques or other items marked on the front as "not transferable" or "account payee", we reserve the right to reject cheques payable to a third party and endorsed to your account. We will only accept cheques for the account of the company named or a commonly accepted abbreviation. Alterations (other than by the originator and signed) will not be accepted.

- 2.4.2 If we **Negotiate a Foreign Cheque** we will deduct our fees at the time that you pay it in. If a cheque is returned unpaid we will also deduct a further fee at the time it is returned. For the **Collection of a Foreign Cheque** we will deduct a fee from the proceeds at the time we receive them or, if it is not paid, we will charge a fee at the time we receive the unpaid cheque.

- 2.4.3 In addition to our fees, agents'/correspondents' fees and/or fees of the bank on which the cheque is drawn may be payable whether the cheque is paid or not. These will be deducted from your account when we receive notice of them. This may be after the **Foreign Cheque** has been dealt with.

- 2.4.4 We will credit your account with the amount of the **Foreign Cheque** (subject to clauses 2.4.1 to 2.4.3 above) when we or our agents/correspondents are satisfied that the funds have been received and can be credited to your account.

- 2.4.5 Before we credit your account there may be a delay after receiving funds from the bank upon which the **Foreign Cheque** was drawn so we or our agents/correspondents are certain that it has cleared and has not been returned.

- 2.4.6 You should be aware that a **Foreign Cheque** can be returned unpaid even after we have credited your account with the amount of the cheque. If this happens we will have recourse against you (as well as anyone who has signed or endorsed the cheque) and we reserve the right to debit your account with either:

- (a) the amount credited to your account; or

- (b) if we converted the cheque into another currency, the amount reconverted at the **Exchange Rate** applicable on the date we make the deduction.

This means that the amount we deduct from your account could be greater than the amount we originally added.

- 2.4.7 While we take care in choosing our agents/correspondents for the **Negotiation of Foreign Cheques** or **Collection of Foreign Cheques**, we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. Please also see clause 10.4.
- 2.4.8 If exchange restrictions or some other cause result in us receiving payment in a currency different from that of the cheque we and/or our agents/correspondents will not be liable for any loss in exchanging the proceeds into the currency of your account.
- 2.4.9 Owing to difficulties that can sometimes occur with **Foreign Cheques** drawn on banks not located in the UK (e.g., exchange restrictions), we may not always be able to **Negotiate Foreign Cheques** or **Collect Foreign Cheques** for you.
- 2.4.10 The Uniform Rules for Collections, as published by the International Chamber of Commerce also govern any **Negotiation of Foreign Cheques** or **Collection of Foreign Cheques** or other forms of foreign payment. Details of how to obtain a copy of the Uniform Rules for Collections are available at [www.iccuk.net](http://www.iccuk.net).

## 2.5 **Mistaken Payments into your Account**

If an amount is fraudulently or mistakenly paid into your account the amount of the payment may subsequently be deducted. This may happen even if you have used the funds to make a payment, transferred or withdrawn all or part of them. If the deduction of the amount from your account would result in your account being overdrawn or (as the case may be) over an existing formally arranged overdraft limit, you must immediately deposit sufficient funds into your account to ensure that your account has at least a zero balance or a debit balance within the existing overdraft limit (as the case may be). Please also see clause 6.4 generally for details of charges and interest that we may apply if your account goes overdrawn.

## 2.6 **Our responsibilities**

- 2.6.1 We are only responsible for amounts paid into your account to the extent that we have received the amounts from you, or, in the case of a **Payment Transaction**, to the extent that the **Payer's** payment services provider can prove that we have received the amount of a **Payment Transaction** from it.
- 2.6.2 Where you are the **Payee** under a **Payment Transaction** and the **Payer's** payment service provider can prove that we have received the amount of a **Payment Transaction**, we are liable to you for the correct execution of the **Payment Transaction** and we will immediately make available the amount of the **Payment Transaction** to you unless it is unlawful for us to do so.

## 3 **Payments From Your Account**

### 3.1 **Methods of Payment**

- 3.1.1 We will make payments from your account if you authorise them in the manner set out in these Terms, and provided:
  - (a) there are sufficient cleared funds in your account; or
  - (b) they are covered by a formally arranged overdraft that we have agreed.
- 3.1.2 Cheques paid from your account are normally subject to the **Central Clearing Cycle**.
- 3.1.3 If we receive:
  - (a) any **Payment Order**, other payment instruction or withdrawal instruction; or
  - (b) request made by you authorised in accordance with the **Mandate**;

that would, if honored by us, make your account go overdrawn or over an existing formally arranged overdraft limit (as the case may be), we will not honour that **Payment Order** or request unless you deposit sufficient cleared funds in your account to cover the payment and

confirm your previous instructions to us.

- 3.1.4 If you know a payment is to be deducted from your account and you pay in funds to cover it you should inform us of this. We will try to ensure that the payment is met by these funds although we cannot guarantee we will be able to do this.
- 3.1.5 If you are making a **Book Transfer**, payment will be deducted from your account immediately and will normally reach the account into which the payment is being made on the same day. For interest calculation purposes, if applicable, the payment is treated as being cleared from your account the same day.
- 3.1.6 We do not currently offer services to our customers of the nature described in Schedule 1, Part 1(c)(i), (c)(ii), (d)(i) and (d)(ii) of the **Regulations**.

### 3.2 **Beneficiary Details**

- 3.2.1 Payments out of your account will be processed in accordance with the details provided in the **Payment Order**. It is normally the account number information that takes precedence as opposed to the name of the beneficiary.
- 3.2.2 If incorrect details have been provided to us in relation to a payment into or out of your account:
  - (a) the payment may be delayed or credited to a wrong account; and
  - (b) we will not be liable for any loss incurred by anyone, including without limitation, any loss which is attributable to the delay to the payment being made.
- 3.2.3 We may charge you if you subsequently ask us to try and recover a payment that has been made following incorrect details of a payment from your account being provided to us.

### 3.3 **Currency Payments**

- 3.3.1 If we make a **Currency Payment** from your account, we will tell you the rate of exchange and any fees due prior to effecting that payment, or if you instruct us to effect the **Currency Payment** at the best rate possible, we will not tell you this information in advance but will provide it to you as soon as possible after effecting the payment.
- 3.3.2 Depending on the currency involved and certain other factors, we may not be able to convert the amount and complete the transaction on the day that you give us the instructions.
- 3.3.3 If you require the transaction to be conditional on the **Exchange Rate** for conversion or on the date of completion you must inform us of this when giving us your instructions. We will not be liable for any loss incurred by anyone if you fail to do so and we make a **Currency Payment** from your account without having regard to any such conditions.

### 3.4 **Refusal of Payment Orders**

- 3.4.1 If we refuse to execute a **Payment Order**, we will notify you of:
  - (a) the refusal;
  - (b) the reasons for such refusal, provided it is not unlawful for us to do so; and
  - (c) the procedure for you to take in order to rectify any factual errors that led to the refusal.
- 3.4.2 Any notification under clause 3.4.1 must be given to you in writing (including by email or facsimile) or by telephone at the earliest opportunity, and in any event within the period that the payment would otherwise have been credited to the account of the **Payee's** bank or other financial institution pursuant to clause 3.8.
- 3.4.3 We reserve the right to charge you a fee for providing the notification under clause 3.4.1(c) (whether such notification is provided together with notification of the other matters described in clause 3.4.1 or separately). The amount of this fee is set out in the **Charges and Fees Sheet**.
- 3.4.4 Where you have otherwise complied with all of your obligations under these Terms in relation to a **Payment Order** and the **Payment Order** is permitted by these Terms, we will not refuse to execute the payment unless such execution would be unlawful.

3.4.5 For the purposes of clauses 3.8 and 3.9, a **Payment Order** of which execution has been refused is deemed not to have been received by us.

### 3.5 **Stopping a Payment**

3.5.1 When you instruct us to make a payment we will do this as soon as we can. Subject to clause 3.5.2, in relation to **Payment Transaction** initiated by you, you may not revoke a **Payment Order** after it has been received by us from you.

3.5.2 You may revoke payment instructions given to us in advance (including in relation to a series of payments) up to the end of the **Business Day** before any payment is due to be made. Such cancellation must be notified to us in writing in accordance with clause 10.7.

3.5.3 In all circumstances, once we have made the payment you will not be able to revoke your instructions.

### 3.6 **Making the Payment**

3.6.1 Circumstances beyond our control or that of any agent/correspondent we may select may cause delays in whole or in part. These may include, but are not limited to, the following:

- (a) the action of any government or government agency;
- (b) industrial action (whether involving our staff or not);
- (c) equipment failure, or interruption to power supplies;
- (d) information that you have given us being incorrect; or
- (e) complications in the routing of your payment or in overseas banking systems.

3.6.2 All banks apply different cut off times for the processing of payments in foreign currencies and variations in cut off times between banks can cause delays in the making of a **Currency Payment** from your account.

3.6.3 Where we select any agent/correspondent in respect of a **Currency Payment** from your account we shall exercise reasonable care in making any such selection but, subject to that, we shall not be liable for any failure to perform or any act of omission of any such correspondent which will act for your account and at your risk. Please also see clause 10.4.

3.6.4 If a **Currency Payment** is returned to us we will convert the amount at the **Exchange Rate** applicable at that date and credit it to your account.

3.6.5 Any charges that are payable by you in relation to a **Payment Transaction** will be separately charged by us by debiting the account from which the payment is to be made (unless you specifically request us to deduct any charges from the payment itself).

### 3.7 **Unauthorised Payments**

3.7.1 Subject to clause 3.7.4, you are entitled to a refund of the full amount of a **Payment Transaction** if you have not authorised the transaction in writing in accordance with clause 10.7 prior to or after the execution of the transaction and you notify us of the unauthorised transaction within 13 months after the debit date.

3.7.2 Subject to clauses 3.7.3 and 3.7.4, in relation to any payment debited to your account that is initiated by the **Payee**, you are entitled to a refund of the full amount of the payment if all of the following conditions are satisfied:

- (a) you have authorised the transaction but did not specify an amount for such transaction;
- (b) the amount of the transaction exceeds the amount that you could reasonably have expected to have authorised, taking into account your previous spending pattern and the circumstances of the payment;
- (c) you request a refund within 8 weeks from the date on which your account is debited; and
- (d) you provide to us on our request such information as is reasonably necessary to ascertain that you are entitled to such a refund.

3.7.3 You will not be entitled to a refund pursuant to clause 3.7.2 if you have authorised us in advance to execute any transactions initiated by the relevant **Payee** regardless of the amount concerned, or if you have authorised such transactions in an amount up to a specified limit, and

the amount of the transaction does not exceed that limit.

3.7.4 You will not be entitled to a refund under clause 3.7.1 or clause 3.7.2, where, in relation to the transaction in question, you have acted fraudulently.

3.7.5 If you request a refund under clause 3.7.2 and that request is declined by us, we will provide the reasons for this to you and will indicate the bodies to which you may refer the matter if you do not accept our reasons for declining your request.

### 3.8 **Timing of receipt**

3.8.1 This clause only applies to a **Payment Transaction** denominated in euro or sterling or involving one currency conversion between euro and sterling (provided that the currency conversion is carried out in the United Kingdom and in the case of cross-border **Payment Transactions**, the cross-border transfer takes place in euro) (a "**Regulated Payment**").

3.8.2 Subject to clauses 3.8.3 and 3.8.4, a Regulated Payment will be credited to the account of the **Payee's** bank or other financial institution by the end of the **Business Day** following the time of receipt of the **Payment Order** from you.

3.8.3 Until 1st January 2012, a Regulated Payment will be credited to the account of the **Payee's** bank or other financial institution by no later than the end of the third **Business Day** following the time of receipt by us of the **Payment Order** from you.

3.8.4 Where a Regulated Payment is initiated by way of a paper **Payment Order**, the periods of time set out in clauses 3.8.2 and 3.8.3 shall each be extended by one **Business Day**.

3.8.5 Where a transaction is not a Regulated Payment but is to be executed wholly within the European Economic Area, the transaction will be credited to the **Payee's** account by the end of the fourth **Business Day** following the time of receipt of the **Payment Order** from you.

3.8.6 In this clause 3.8, the "time of receipt" of a **Payment Order** is the time that we receive written instructions under clause 10.7 constituting that **Payment Order**, or, if such time does not fall on a **Business Day** or is after 2.00 p.m. (UK time) on a Business Day, the first **Business Day** thereafter.

3.8.7 Following provision by you of a **Payment Order** to us, we will inform you at your request of the maximum execution time of the payment, the total charges payable by you for the payment and, where applicable, a breakdown of these charges.

3.8.8 The debit value date of a **Payment Transaction** in relation to which you are the **Payer** will be no earlier than the time at which the amount of the **Payment Transaction** is debited from your account.

### 3.9 **Our responsibilities**

3.9.1 We are liable for the correct execution of a **Payment Transaction** initiated by a **Payment Order** made by you as **Payer** until the **Payee's** payment service provider receives the amount of the **Payment Transaction**. Following this, we will have no further liability to you in relation to the execution of the **Payment Transaction**.

3.9.2 Upon request by you we will make efforts to trace a payment that you initiated as **Payer** which has not been received within the relevant period of time described in clause 3.8 and notify you of the outcome of our efforts.

3.9.3 If we are liable for a **Payment Transaction** of the type of described in clause 3.9.1 which has not been correctly executed or has been defectively executed, we will within 14 **Business Days**:

- (a) refund to you the amount of the non-executed or defective **Payment Transaction** (to the extent that your account has been debited with respect to such **Payment Transaction**); and
- (b) pay to you any interest that would have accrued on the balance of your account had such amount not been originally debited from your account.



## 4 **Bank Charges**

- 4.1 When you open your account we will give you the relevant **Charges and Fees Sheet**. You can also find out about these charges by contacting us (see page 2 for contact details).
- 4.2 We may change our charges for the day to day running of your account or any other **Services** we provide to you. The procedure which we would follow, and your rights in relation to such changes, are described on page 2 of these Terms.
- 4.3 We will deduct fees and charges from your account at month end for the day to day running of your account and overdraft interest and default interest which is payable under clause 5 or clause 6 will be deducted from your account at the end of each charging period.
- 4.4 If you ask us to deal with a transaction which needs the services of an agent/correspondent bank in a country outside of the United Kingdom you may have to pay their additional charges. These charges may not be calculated in the same way as our charges.

## 5 **Interest Rates**

- 5.1 You will receive interest, if payable, and pay interest, at the rate(s) applicable to your account. Details of our rates are available at our office at 5 Lothbury, London EC2R 7HD. You may also contact us (see page 2 for contact details) for information about our current interest rates and for details of foreign currency or money market account rates.
- 5.2 We may vary our interest rates at any time with immediate effect if the **Reference Rate** changes.
- 5.3 We may vary our interest rates in all circumstances other than those described in clause 5.2 by giving you at least 2 months' written notice by post. You may, at any time up to 2 months from the date we tell you of the change, close your account without having to pay any additional charges or interest (subject to clause 7.4). If we give you notice under this clause of a change to the interest rate and you do not notify us within 2 months that you wish to close your account, you will be deemed to have accepted the change. We will inform you when the change comes into effect.
- 5.4 Interest on sterling accounts which you pay us or we pay you will be calculated on a daily basis on the cleared balance on your account on the basis that there are 365 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 in leap years).
- 5.5 In the case of most foreign currencies whilst interest will still be calculated on a daily basis on the cleared balance on your account, by convention, it is both quoted and calculated on the basis that there are 360 days in a year. Interest calculated on this basis will be payable in respect of each of the 365 days in a calendar year (366 in leap years).
- 5.6 Any interest to be received or paid by you will be debited or credited (as the case may be) to your account either monthly, quarterly or half-yearly depending upon the charging period applicable to your account. On the dates debit interest (or any other charge) is debited to your account, interest will accrue on any borrowings created by such debit.
- 5.7 We reserve the right to recover our costs should the prevailing market interest rate applicable to a credit balance of your account become negative.

## 6 **Borrowing From Us**

### 6.1 **Introduction**

- 6.1.1 If we agree to lend you money, this does not mean that we are advising you that your business or proposition will succeed. It is your decision as to whether you proceed to borrow money from us and in no circumstances shall we provide any advice, whether express or implied, to you in making this decision.
- 6.1.2 We recommend that independent advice is taken from your accountant, solicitor, valuer and/or other professional adviser before you provide security for your obligations to us. You should also consider seeking such advice before you proceed with borrowing money from us.

## 6.2 Formally Arranged Borrowing

- 6.2.1 Formally arranged borrowing can be either by overdraft on current account, a separate loan or another method which is suitable for the purpose. The form of borrowing will be agreed between us. In some cases we may need security.
- 6.2.2 We will tell you what information you will need to provide before we can formally arrange borrowing.
- 6.2.3 If we do not agree to a formal request for an overdraft from you or a request for a loan we will tell you why. If you ask us to do so we will give this explanation to you in writing.
- 6.2.4 Unless we otherwise agree, overdrafts granted following a formal request will be reviewed after a set period of up to 12 months, at which time you or we may wish to discuss your future requirements. Authorised borrowing may lapse (depending on your circumstances), become unauthorised borrowing and become due.
- 6.2.5 If we agree to a formal request for an overdraft from you or a request for a loan we will normally confirm our agreement in writing in a facility letter or offer document. This document will normally set out:
- (a) the amount we are lending to you;
  - (b) the interest rate being charged;
  - (c) how we calculate the interest;
  - (d) any fees we may charge for agreeing, reviewing and/or continuing your overdraft or loan;
  - (e) how and when the borrowing must be repaid; and
  - (f) any security we require.
- 6.2.6 Where the loan is repaid early a "prepayment" fee or an early repayment charge may be due. If this applies to your loan it will be agreed with you at the time your loan is negotiated. Where we have agreed to make a loan available to you and you do not use it a "non-utilisation" fee may be due. If this applies to your loan it will be agreed with you at the time your loan is negotiated. The terms of the agreement of your loan will not be altered without discussion with you.

## 6.3 Fees, Charges and Interest

- 6.3.1 When we agree to an overdraft or to an increase to an existing overdraft limit on your account, following a formal or an informal request from you, we may charge overdraft fee(s). Unless a different fee has been agreed with you in writing these overdraft fees will be those set out in our **Charges and Fees Sheet**.
- 6.3.2 You will have to pay to us all costs and fees incurred or charged by us in connection with the negotiation, preparation, investigation, administration, supervision or enforcement of your overdraft or loan, any facility letters, offer documents or any security for your borrowings. These will include expenses, fees (e.g. legal, security and valuation fees), stamp duty, taxes and other charges, and registration costs. We will debit these costs and fees to your account and tell you the amounts before doing so.
- 6.3.3 In addition to the charges, costs and fees referred to in clauses 6.3.1 and 6.3.2 above, we will charge interest (in accordance with clause 5) on your formally arranged overdraft at the rate we have agreed with you (as referred to in clause 6.2.5 above).
- 6.3.4 If your account becomes overdrawn and you do not have an existing overdraft limit on your account or becomes overdrawn in an amount exceeding your existing overdraft limit, we may charge you an overdrawn fee. The amount of this fee will be as set out in our **Charges and Fees Sheet**.
- 6.3.5 In the circumstances referred to in clause 6.3.4, we will also charge interest on the overdrawn amount at our default rate for the period that your account is overdrawn. Details of our default rate are available at our office at 5 Lothbury, London EC2R 7HD. You may also obtain this information by contacting us (see page 2 for contact details).
- 6.3.6 Different arrangements apply both in relation to overdraft charges and interest if your Foreign Currency Corporate Account exceeds an existing overdraft limit.

## 6.4 Repayment

- 6.4.1 Unless we have agreed other terms with you in writing, we may at any time withdraw or reduce your borrowing limit and/or demand that you immediately pay all the money you owe us. However, we would only do so after serious consideration of the situation and your circumstances.
- 6.4.2 If we make demand for repayment we may debit interest and/or accrued fees and charges to your account on the day demand is made. We may also change the charging date. After demand you will still have to pay interest, at the same rates as before demand, on the amount demanded and any other sums debited to your account until you have repaid us in full, unless we agree otherwise with you.
- 6.4.3 If any accounts you hold with us (whether in sterling or any other currency) on current account or on any term or deposit account are in credit, we may use any of them to reduce or repay any amounts you owe on other accounts you hold with us.

If we exercise our rights under this provision we will notify you in writing and, in doing so, we may (and you irrevocably authorise us to):

- (a) bring to an end any fixed deposit period applying to any of the accounts you hold with us and adjust any interest payable by us to reflect the reduced period of the fixed deposit based on market rates applied and the amended period of the deposit; and
- (b) convert to sterling (or the account currency) at the prevailing market rate of exchange any balance that is in a currency other than the account currency and in doing so we will have no liability to you.

Nothing in this clause will prevent us from exercising at any time any other right of set off or combination of accounts to reduce or repay any amounts you owe us.

## 7 Closing Your Account

- 7.1 If we wish to close your account we will give you at least 2 months' notice in writing.
- 7.2 If you wish to close your account you must tell us in writing and, subject to your rights to close your account earlier as set out in these Terms, you must provide 14 days' notice of your intention to close your account.
- 7.3 Upon the closure of your account pursuant to this clause 7, the contract between us created by these Terms will be terminated.
- 7.4 Regardless of the reason for the closure of your account, you must repay any money you owe us and pay to us any charges in relation to the period up to the date of closure of the account which have not already been taken out of your account. We will refund to you proportionally the amount of any charges that you have paid to us in advance in relation to the period following the closure of the account.

## 8 Your Information, Credit Reference and Fraud Prevention Agencies and Third Party Data

In this section, for **Corporate Customers**, "you" means both the customer and (where applicable), the directors, officers, shareholders and other parties responsible for the operation of the business of the **Corporate Customer**. This section explains how we will use information about you and your business once you have applied for any of our products and services.

### 8.1 Confidentiality

Information we hold about you will not be disclosed to anyone (including other members of the group of companies that we are part of (the "Bank Saderat Group") other than where:

- (a) we are legally required to disclose;
- (b) we have a public duty to disclose;
- (c) the disclosure is required to protect our interests as a party to any litigation or other dispute in relation to **Services** that we have provided to you;
- (d) the disclosure is made with your consent;
- (e) the disclosure is otherwise made on the terms set out below.

## 8.2 **Corporate Customers**

We may share information about you with **Credit Reference Agencies** in order to verify your identity. If you apply for a current account or credit we may use details of your credit history to assess your suitability for an account and your ability to meet your financial commitments.

## 8.3 **Crime Prevention and Debt Recovery**

To prevent crime, verify your identity and to recover debt we may exchange information (both within the UK and, where appropriate, overseas) with other members of the Bank Saderat Group and, where appropriate, with fraud prevention, law enforcement, debt recovery agencies and other organisations including other lenders.

## 8.4 **Data Sharing**

Bank Saderat PLC may use and share relevant information about you, your transactions and your relationships with the Bank Saderat Group for credit assessment, customer service, market research, insurance, audit and administrative purposes. This may include information provided by you or someone acting on your behalf. Where appropriate, (for example if you have relationships with other members of the Bank Saderat Group in other countries) this information may be shared with members of the Bank Saderat Group outside the UK. Where data is shared with group companies it may not be as secure as it is in the UK. By acceptance of these terms you explicitly authorize us to share your data in the manner described.

## 8.5 **Data Processing**

We may use other members of the Bank Saderat Group and/or third parties to process information in accordance with our instructions to provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected in accordance with data protection legislation and confidentiality undertakings which members of the Bank Saderat Group, their staff and any third parties are subject to on specific transactions. Information may also be processed for the purpose of complying with applicable laws including, without limitation, anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to a UK or other governmental or regulatory authority or to any other person we reasonably think necessary for these purposes.

## 9 **Miscellaneous**

9.1 To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security we may monitor and/or record your telephone calls and other communications with us. Any recordings remain our sole property.

9.2 We will obtain your written consent before providing a banker's reference about you. However, if we receive a request from another financial services institution to verify your identity for money laundering prevention purposes we will provide this information.

## 10 **Additional Terms and Conditions and Information**

### 10.1 **Statements**

10.1.1 In each calendar month in which a **Payment Transaction** occurs in relation to your account, we will send you an account statement in respect of that calendar month by mail to the address that you provide to us. We will only otherwise provide account statements to you at the time intervals agreed between us.

10.1.2 Account statements are generated on movement across the account, showing the details of the transactions passing through your account during the relevant period, including:

- (a) the amount of interest debited or credited to your account;
- (b) a reference enabling you to identify each transaction and, where appropriate, information relating to the other party to that transaction;
- (c) where you are the **Payee** in relation to any **Payment Transaction**, any information provided by the **Payer** with the transaction;
- (d) the amount of each transaction in the currency in which the your account is debited or credited;
- (e) the amount of any charges for each transaction and, where applicable, a breakdown of

- the amounts of such charges;
- (f) where applicable, the **Exchange Rate** used in a transaction and the amount of the transaction after that currency conversion (where you are the payer) and before that currency conversion (where you are the payee);
- (g) for transactions in which you are the payer, the debit value date or the date of receipt of the payment instructions in relation to each transaction;
- (h) for transactions in which you are the payee, the credit value date.

10.1.3 You must carefully check your statements for all your accounts and tell us as soon as possible if there are entries which you do not agree with or which you think are mistakes. If we make an incorrect entry on your account and, either you tell us about it or we notice it, then we will correct it.

## 10.2 **Account Balance**

The balance on your account may include transactions that are still being processed such as cheques that are in the process of being cleared and so may be subject to change. It may not represent funds that are available for you to withdraw. We may also provide you with details of the available balance on your account. Unless we agree otherwise, this represents funds you are able to withdraw (subject to any restrictions on withdrawal) and includes the amount of any overdraft we have agreed with you. Your account and the transactions passing through it may be affected by a Court Order, for example a Bankruptcy Order, Freezing Order or Injunction Order. If so, the balance may change and transactions may not be processed or may be reversed.

## 10.3 **Regulator Involvement**

We or any other member of the Bank Saderat Group may take whatever action it considers appropriate to meet any obligations either in the UK or elsewhere in the world relating to the prevention of fraud, money laundering or terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of your accounts (particularly in the case of international transfers of funds) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally this may delay the carrying out of your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay.

## 10.4 **Our Liability**

10.4.1 Notwithstanding any other clause of these Terms, we shall not be liable to you for any loss you may suffer if we or any of our agents/correspondents are prevented from or delayed in providing you with banking or other services or otherwise complying with our obligations under these Terms due to abnormal and unforeseeable circumstances beyond our reasonable control.

10.4.2 Neither we nor any other member of the Bank Saderat Group shall be responsible to you or any third party for any loss suffered as a result of us or any other member of the Bank Saderat Group carrying out the activities set out in clause 10.3 above.

10.4.3 Except as stated below in clause 10.4.4, we will not be liable to you in contract, tort (including negligence) or otherwise for any indirect or consequential loss or damage, however arising (including, but not limited to, loss of business, loss of data, loss of profits and third party claims), whether or not that loss or damage was foreseeable by us.

10.4.4 We do not exclude or limit liability for loss of interest on your credit balances or interest incurred on your debit balances as a result of any of your instructions to us which we have processed or failed to process in breach of our duties to you.

## 10.5 **Transfer of Rights**

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to a person or entity we consider reasonably capable of performing them. References to us in these Terms would then be read as references to the person or entity to whom any relevant right or obligation was transferred. You may not transfer any of your rights or obligations in relation to your account.

## 10.6 **Banking Service Changes**

- 10.6.1 We may introduce additional benefits on your account such as enhanced services, preferential terms, preferential interest rates and/or special promotions. We may limit the period for which such benefits may apply or be available and we may extend such a period, each at our sole discretion. At the end of any such period, the benefit will finish.
- 10.6.2 Any banking terms and conditions implied by law will also apply to our relationship with you unless varied or amended by any particular terms and conditions relating to an account or service or by these Terms.
- 10.6.3 We may occasionally, at our sole discretion, allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, if we do so, we can still insist on the strict application of these Terms later on.

## 10.7 **Instructing Bank Saderat**

- 10.7.1 If you wish to make a payment under a **Payment Transaction** you must provide a **Payment Order** to us in the manner required under clause 10.7.2.
- 10.7.2 Notices or instructions under these Terms (including **Payment Orders**) will not be accepted and acted upon by us in any form other than:
- (a) in writing with original signatures authorised in accordance with the **Mandate**; or
  - (b) so long as you have signed an **Indemnity Form**, in writing issued by a person authorised to do so by the **Mandate** and transmitted by facsimile or scanned and e-mailed to the facsimile number or e-mail address provided by us to you from time to time for these purposes.
- 10.7.3 Without limitation to the terms of the **Indemnity Form**, we will not be liable for any losses which you suffer if we act on instructions or notices received by facsimile or e-mail from any person not authorised to provide such instructions or notices provided that we believed such person to be so authorised pursuant to the **Mandate**.
- 10.7.4 You will indemnify us at all times against all actions, proceedings, claims, losses, damage, costs or expenses which may be brought against us or suffered or incurred by us as a result of acting on instructions or notices received by facsimile or e-mail from a person who was not authorised to provide such instructions or notices provided we believed that person to be so authorised pursuant to the **Mandate**.

## 10.8 **Legal Jurisdiction**

- 10.8.1 These Terms are governed by the laws of England and Wales.
- 10.8.2 You and we submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any dispute arising out of or in connection with these Terms.

## Section 2 – GBP and Foreign Currency Fixed Deposit and Call and Notice Deposit Accounts

The terms set out in this section apply to Fixed Deposit Accounts or Call and Notice Deposit Accounts. They form part of the Terms.

If the terms in this section conflict with any other provision in the Terms then the terms in this section will prevail to the extent of the inconsistency.

### 1 Opening Your Deposit

- 1.1 If you do not already have a current account in the same currency as your proposed Fixed Deposit Account or Call and Notice Deposit Account you will have to open one before a Fixed Deposit Account or Call and Notice Deposit Account can be opened for you.
- 1.2 Such current account must be kept open for the duration that your Fixed Deposit Account or Call and Notice Deposit Account is open and will be subject to our normal account opening criteria and to any applicable terms and conditions.
- 1.3 There is no maximum deposit for a Fixed Deposit Account or a Call and Notice Deposit Account. We will only accept cleared funds by way of deposit into a Fixed Deposit Account or a Call and Notice Deposit Account.
- 1.4 You must instruct us at least two **Business Days** before each Fixed Deposit matures to let us know what you wish to do with balance of the Fixed Deposit account on maturity.
- 1.5 The minimum balance for Call and Notice Deposit Accounts is GBP 100 (or the equivalent amount from time to time in euro). If the balance falls below the minimum balance after a withdrawal the balance on the Call and Notice Deposit Account will be transferred to your current account.
- 1.6 If for any reason your current account has been closed or we are otherwise unable to transfer the balance to your current account, the balance will remain on the Call and Notice Deposit Account but will no longer be interest bearing and an annual maintenance fee will be applied according to our **Charges and Fees Sheet**. Call and Notice Deposit Accounts having less than the minimum required balance for two years will be closed and the balance transferred to a dormant account in our books. Provided we are permitted to do so under all applicable laws and regulations, following a written request by you authorised in accordance with the **Mandate**, we will release these funds to you by transfer to a bank account designated by you within 14 days of your request.
- 1.7 The minimum balance for Fixed Deposit Accounts is GBP 5,000 (or the equivalent amount from time to time in euro).
- 1.8 A cheque used as a deposit must be placed in a current account you hold with us until it has cleared. We will then open your Fixed Deposit account or Call and Notice Deposit Account by transferring the cleared funds. Please also see clauses 3 and 1.2 in this section which will apply to such current account.

### 2 Interest

- 2.1 The interest rate you receive is fixed for the term of each Fixed Deposit and is calculated daily. If you instruct us to place your funds on a Fixed Deposit and those instructions are received by us on a day that is not a **Business Day** or after 2.00 p.m. on a **Business Day**, the term of the Fixed Deposit will commence on the next **Business Day** and interest will accrue on and from that day. Fixed Deposit Interest is paid gross on maturity.
- 2.2 We will notify you of what the applicable call interest rate is when you take out a Call and Notice Deposit.
- 2.3 Call interest rate is variable based on the Bank Saderat variable rate and will fluctuate based on market conditions. The market conditions dictate that rates are not linked to base rate or "Libor" but are calculated at 0.375% below the average rate for the day received for Interbank deposits.

- 2.4 We will send you an acknowledgement of deposit which includes details of the applicable interest rate in relation to each Fixed Deposit or Call and Notice Deposit.
- 2.5 The interest to be paid on your Call and Notice Deposit is paid at the end of the pre-agreed period and is credited to the Call and Notice Deposit account. An interest statement will be sent at your request (not more than once in each calendar month) detailing the interest rates applied.
- 2.6 Interest will be paid gross on deposits irrespective of your tax status unless it is unlawful for us to do so. You will be responsible for the payment of any tax which may be due.
- 2.7 Any interest rate that is displayed in any way or quoted to you may be withdrawn by us without giving notice at any time before you take out a Fixed Deposit.

### **3 Operating Your Account**

- 3.1 We will accept your instructions in writing to transfer money between your current account and your Fixed Deposit Account or Call and Notice Deposit Account:
- (a) to renew a Fixed Deposit which has matured; or
  - (b) to pay to you withdrawn or matured Fixed Deposits.
- 3.2 We may act on telephone instructions from you or purporting to be from you immediately and before receipt of written confirmation.
- 3.3 We will also accept instructions from a person authorised by you in writing.
- 3.4 A Fixed Deposit Account and a Call and Notice Deposit Account must be in the same name as the associated current account which is used to transfer funds to and from the Fixed Deposit Account and Call and Notice Deposit Account or to which you have nominated interest to be paid.
- 3.5 You cannot make additions to your Fixed Deposit Account during the term of a Fixed Deposit but you can open more than one Fixed Deposit Account.
- 3.6 Subject to clause 3.7, no withdrawals of capital from a Fixed Deposit Account are allowed during the term of a Fixed Deposit.
- 3.7 We may, solely at our own discretion, permit you to make an early withdrawal of capital (in full or in part) from a Fixed Deposit Account during the term of a Fixed Deposit. Where we agree to such an early withdrawal, we will charge you a fee to cover our administration costs and an early repayment fee.
- 3.8 We will tell you the amount of the fee when you request a withdrawal. There is presently a minimum early repayment fee of £50 (or its equivalent in the relevant currency) for the early withdrawal of Fixed Deposits (in full or in part).
- 3.9 If you wish you can provide us with standing instructions when you make a Fixed Deposit or set up an automatic renewal so that until further notice your Fixed Deposit is renewed for the same term at the prevailing interest rate each time it matures.



### **Section 3 - Our Information**

Bank Saderat is a company registered and established in England and Wales under registration number 1126618.

Our registered office is at 5 Lothbury, London EC2R 7HD.

Our VAT registration number is 564 4624 30.

We are authorized and regulated by the Financial Services Authority under registration number 204488.

### **Section 4 - How to Complain to Us**

If we do not deliver the standard of service you expect or if we make a mistake, please let us know. We will then investigate the situation and if necessary set about putting matters right as quickly as possible. In addition, we will take steps, where appropriate, to prevent a recurrence. Please allow the manager of the department concerned the first opportunity to answer your concerns and put matters right. If you remain dissatisfied and would like further information about our process for resolving complaints please call us on 020 7600 0133 if you are calling within the UK or otherwise +44 20 7600 0133 or write to our Compliance Officer at 5 Lothbury, London EC2R 7HD.

## Section 5 – Glossary of Terms

**Book Transfer** means the transfer of funds between two accounts (in the same currency) held with Bank Saderat.

**Business Day(s)** means Monday to Friday, except for public holidays in the UK.

**Central Clearing Cycle** (normally 5 **Business Days**) means the time taken for cheques paid from or into your account to be deducted or added. This applies to cheques drawn in sterling or in euro (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Irish banks in England, Scotland, Wales, Northern Ireland the Channel Islands and the Isle of Man.

**Charges and Fees Sheet** means a document detailing the prices we charge for the day to day running of your account and our most frequently used business services, in the UK. A copy is attached to these Terms and additional copies may be obtained at any time upon request.

**Collect (Collection of) a Foreign Cheque** means either:

- (a) sending the cheque directly to the bank on which the **Foreign Cheque** is drawn for payment, or
- (b) passing the **Foreign Cheque** through the appropriate clearance system in the country where the **Foreign Cheque** needs to be presented for payment through our agent.

**Corporate Customers** means companies (both incorporated in the UK and abroad), limited liability partnerships and other corporate bodies to which we provide **Services**.

**Credit Reference Agencies** means agencies that collate information about customers of banks and other providers of credit.

**Currency Payment** means a payment denominated in a currency other than sterling or euro.

**Exchange Rate** means, in relation to the exchange of one currency for another at a particular time, the rate determined by us based on the rate that is able to be obtained for the currency exchange in the foreign exchange market.

**Foreign Cheques** means cheques drawn in a foreign currency other than in euro (whether on a bank in the UK or outside the UK) or cheques drawn in sterling or in euro on a bank abroad. When we refer to **Foreign Cheques**, we also mean other forms of foreign payment.

**Indemnity Form** means a fax/electronic communication indemnity form on such terms as we may determine in our sole discretion from time to time.

**Mandate** means a document showing a specimen of your signature(s) and telling us who is authorised to make payments from your account. If you are unable to provide a specimen signature because of a disability please let us know so we can make alternative arrangements.

**Negotiate (Negotiation of) a Foreign Cheque** means that we will credit your account on the day we receive the **Foreign Cheque** with the full amount if credited to a sterling account, or with the converted amount at a predetermined forward value if credited to a foreign currency/euro account.

**Payee** means the person who is the intended recipient of funds which are the subject of a Payment Transaction.

**Payer** means the person from whose account a payment will be made in relation to a Payment Transaction.

**Payment Order** means an instruction given by you (acting as Payer or Payee) to us in the form required under clause 10.7.2 requesting the execution of one or a series of **Payment Transactions**.

**Payment Transaction** means an act, initiated by a **Payer** or a **Payee**, of placing transferring or withdrawing funds and includes any transactions of a type described in Part 1 of Schedule 1 of the **Regulations** and does not include any transactions of a type described in Part 2 of Schedule 1 of the **Regulations**.

**Reference Rate** means, in relation to any particular period of time, the rate per annum equal to the offered quotation for deposits in GBP which appears on REUTERS BBA Page LIBOR 01 at or about 11.00 a.m. (UK time) or such other page as may replace REUTERS BBA Page LIBOR 01 for the purpose of displaying rates comparable to that rate (or on such other service as may be nominated by the British

Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for GBP).

**Regulations** means the Payment Services Regulations 2009.

**Services** means banking and credit services provided by Bank Saderat incorporating current accounts and a range of call and fixed deposit options.

**Special Presentation**, in relation to a cheque, means the sending of the cheque by post to the bank it is drawn on. Upon receipt, the other bank will confirm whether the cheque has been paid. If it has, we may allow you to withdraw against it earlier than we would normally do, but it may be longer if there are postal delays. **Special Presentation** does not affect the **Central Clearing Cycle** for interest calculation purposes and there is a charge for using this service, see Section 1, clause 4. If you ask us to specially present a cheque you will need to complete a declaration form.