

JANUARY 2022



Service Terms:
Unregulated
Financial Markets

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1. INTRODUCTION

- 1.1 These service terms cover the provision of unregulated financial market services by Bank ABC SA (the “**Unregulated FM Terms**”) as described herein. They are to be read together with Bank ABC SA’s General T&Cs and will apply to you (the “**Customer**”), in addition to the General T&Cs, for as long as we provide such services to you.
- 1.2 Unless the context requires otherwise, Clause 2 (*Definitions & Interpretation*) of the General T&Cs shall apply to these Unregulated FM Terms.

2. YOUR TRANSACTIONS WITH US

- 2.1 On the date you instruct the Bank to enter into a Transaction (as defined in Clause 2 of the General T&Cs) governed by these Unregulated FM Terms, you represent and warrant that you are entering into such Transaction:
 - (i) **as principal and not as agent or trustee on behalf of someone else;**
 - (ii) **having made your own independent decision to enter into the Transaction, on an execution-only basis, without advice or recommendation from us; and**
 - (iii) **having an understanding as to the nature and risks of such Transaction, including with respect to credit risk (i.e. the risk that we may fail to perform our obligations to you), market risk (i.e. the risk of your exposure to foreign exchange fluctuations and market volatility which may result in the market rate being more favourable to you than the rate agreed with us) and liquidity risk (i.e. the risk of an inability to execute or settle a Transaction in an illiquid currency).**
- 2.2 You agree to effect payment to us in respect of a Transaction governed by these Unregulated FM Terms in cleared funds. If you fail to make any payment in cleared funds we shall be entitled to charge interest until the payment is received in cleared funds or to close out the relevant Transaction by selling out or buying in and to debit your Account (as defined in Clause 2 of the General T&Cs) with any costs and losses incurred by us in or in connection with closing out that Transaction.

3. MONEY MARKET TRANSACTION

- 3.1 Any Transaction which represents a fixed deposit of funds by you with us is a Money Market Transaction (a “**Money Market Transaction**”). The provisions of Clause 2 of the Unregulated FM Terms shall apply to any Money Market Transaction which we agree to from time to time.
- 3.2 After a deposit is placed, we will send you a confirmation on the same trading day to the contact details which we have on record (a “**Confirmation**”), such Confirmation setting out the amount, the interest rate, the deposit period, and the interest payment date(s).
- 3.3 The amount of your deposit will be fixed for the deposit period stated in the Confirmation, and the deposit cannot be added to or withdrawn in whole or in part during that period without our permission, which may be: (i) given or withheld at our absolute discretion; and (ii) given on such terms, and subject to such additional charges as we may notify to you. Subject to our discretion, additional deposits will be placed as a separate Transaction.
- 3.4 You must nominate an Account to which all repayments of, and interest payments on, the deposit will be credited. If you wish to nominate an account held elsewhere, a written request must be provided to Bank ABC SA which will be considered at our sole discretion.
- 3.5 Subject to the terms outlined in the Confirmation, interest shall accrue in your favour from the relevant value date until the designated maturity of the deposit and will be paid up to the end of the deposit period.
- 3.6 For deposits placed in excess of one (1) year, interim interest may apply based on terms agreed at the time of the deposit.
- 3.7 At the end of the fixed period stated in the Confirmation, the maturing deposit plus interest will be reinvested for a similar term, unless you instruct us otherwise. Any such Instructions (as defined in Clause 2 of the General T&Cs) must be received by us two (2) Business Days (as defined in Clause 2 of the General T&Cs) prior to the maturity of the deposit and no later than the cut-off time for the corresponding currency as specified by Bank ABC SA from time to time.

4. FOREIGN EXCHANGE SPOT TRANSACTIONS

- 4.1 The provisions of Clause 2 of the Unregulated FM Terms shall apply to any foreign exchange spot transaction (“**FX Spot Transaction**”) we agree to. A FX Spot Transaction means any Transaction for which the delivery of one currency for another falls on a specified payment date (the “**Settlement Date**”) being no more than, for major currency pairs, two (2) Business Days after the Transaction is entered into and, for all other currencies, the period generally accepted as the standard delivery period for the relevant currency pair.
- 4.2 A FX Spot Transaction request should clearly state the necessary details which include: the currency pairs being exchanged, amounts, the Settlement Date and any other relevant details. Incomplete requests may cause delay in the timely execution of a FX Spot Transaction and we will not be liable for any commercial costs or losses incurred by anyone in connection with any delay.
- 4.3 Payments under a FX Spot Transaction can be settled through your Accounts held with us, or alternatively, at our sole discretion, we may agree to settle according to the settlement instructions provided by you in writing.
- 4.4 A FX Spot Transaction request should be received no later than two (2) Business Days prior to the proposed Settlement Date. Requests received outside of this period may be considered at our sole discretion.

5. FOREIGN EXCHANGE FORWARD TRANSACTIONS

5.1 On the date you instruct the Bank to enter into a purchase or sale of a specified amount of a specified currency at an agreed rate of exchange to be delivered on a Settlement Date falling more than two (2) Business Days after the Bank enters into the Transaction (a “**FX Forward Transaction**”) with you, you represent and warrant that you are entering into such FX Forward Transaction (as defined in Article 10 of the Commission Delegated Regulation (EU) 2017/565 of 25 April 2016):

- (i) **as a means of payment; and**
- (ii) **in order to facilitate payment for identifiable goods, services or direct investment;**

You may wish to speak with your Relationship Manager for further information on this.

5.2 Following any agreement between us to terminate an FX Forward Transaction earlier than the Settlement Date for a specified quote, you acknowledge that there shall be an additional cost due to us from you, or due to you from us, arising as a result of such early termination, as such cost shall be calculated by us (an “**Early Termination Cost**”). You will be notified of such Early Termination Cost following our calculation of it, whereupon such amount shall be due and payable.

Such Early Termination Cost may differ from the mid-market valuation of the Transaction due to a number of factors including, without limitation, the timing of the execution, credit-worthiness and market liquidity. Following payment of the Early Termination Cost, no further obligations shall be owed between in respect of the early terminated FX Forward Transaction.

6. COMPLAINTS

- 6.1 If you want to make a complaint, in the first instance please contact your Relationship Manager.
- 6.2 Alternatively, please contact Bank ABC SA's Head of Compliance (whose details appear below) so that we have an opportunity to answer your concerns.

Head of Compliance
Arab Banking Corporation SA
8 rue Halévy
75009 Paris
FRANCE

If you remain dissatisfied and would like to have further information about our procedure for resolving complaints, please let us know. Our aim is to resolve all your concerns internally.

7. DATA PROTECTION

7.1 Pursuant to the Data Protection Directive (EU) 95/46/EC and the General Data Protection Regulation 2016/679 (hereafter the “**GDPR**”), and according to Law No. 78-17 of 6 January 1978 concerning data protection (hereafter the “**Law on Information Technology, Data Files and Civil Liberties**”) as amended by GDPR, the information that may be collected from the Customer shall be used and communicated to third parties only for the purposes of managing the transactions or to meet legal or regulatory requirements.

You have the right to access, correct, delete and limit the processing of data under the conditions stipulated by the said Law on Information Technology, Data Files and Civil Liberties as amended by GDPR.

The personal data of the Customer collected under the Unregulated FM Terms, the General T&Cs and any Additional terms by the Bank responsible for their processing, is essential for its operation and performance of the Transaction. Therefore, the delivery of such data by the Customer is mandatory. Otherwise, the Bank will be unable to execute the Transaction.

7.2 The personal data of the Customer may, in the course of various operations carried out under the Unregulated FM Terms, the General T&Cs and any Additional terms, be transferred to companies outside the EEA within or outside Bank ABC Group.

In the event that such personal data are transferred to countries outside the European Union which do not offer an adequate level of protection of personal data, the Bank shall take all necessary measures to protect the personal data transferred, including the conclusion of agreements for transfers outside the European Union based on standard contractual provisions of the European Commission.

You can withdraw your consent at any time. To this end, you should contact the Head of Compliance, although in certain circumstances it may be lawful for us to continue processing your personal data without your consent.

The data collected may be transmitted to service providers for the performance of subcontracted services and/or to companies of Bank ABC Group for the sole purpose of performing the relevant services provided for. The list of recipients of the information may be obtained from the Bank.

7.3 In accordance with the law no. 78-17 of 6 January 1978 as amended by GDPR, the Customer has the right of access to his/her personal data, as well as rectification, deletion of data concerning him or her that are inaccurate or out of date the right of objection for legitimate reasons, and the right to request the portability of such data.

The Customer has the right to request the limitation of processing of his or her personal data under the conditions defined by the GDPR. He/she also has the right to object to the use of his/her personal data for commercial purposes which he/she may exercise at any time. Finally, the Customer has the right to define guideline for the processing of personal data after his/her death.

When the Customer exercises his rights of access, rectification, limitation of processing and deletion on his/her data, he/she shall specify in writing as far as possible the process to which the request relates. The Customer may exercise his rights by letter accompanied by a copy of an identity document addressed to:

Head of Compliance
Arab Banking Corporation SA
8 rue Halévy
75009 Paris

As an exception, the exercise of the access right to certain processing in connection with anti-money laundering and terrorist financing is carried out at the CNIL:

CNIL
3 Place de Fontenoy
TSA 80715
75334 PARIS Cedex 07

The Customer is informed that he can file a claim to the CNIL to the above address in case of dispute regarding the processing of his personal data.

The length of retention of the Customer's personal data by the Bank shall vary in accordance with the purposes of the processing specified above. Under no circumstances will the Bank retain the Customer's personal data for a period exceeding what is required for those purposes.

The Customer is informed that certain of those purposes imply that the Bank shall retain personal data of the Customer for the duration of the Unregulated FM Terms, the General T&Cs and any Additional terms and archive them for the period prescribed by law.

8. GOVERNING LAW & JURISDICTION

These Unregulated FM Terms, the General T&Cs, any Confirmation, any Transaction and any Additional Terms are governed by

and shall be construed in accordance with French law and are subject to the exclusive jurisdiction of the French courts.

T: +33 1 49 52 54 00

F: +33 1 49 52 54 19

www.bank-abc.com

Arab Banking Corporation SA, 8 Rue Halévy, Paris, 75009, France.

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For details of how we process your personal data, please see our [data privacy notice](#).