💥 QNB

QNB London - Safe Deposit Locker General Terms & Conditions

These terms, together with the document titled "UK Safe Deposit Facility Agreement" (the "Commercial Agreement"), as amended from time to time, (together the Agreement") sets out the contract between you (the Customer, You or Your) and us.

The Agreement applies to Customers who wish to store documents or valuables ("Items") with Qatar National Bank (Q.P.S.C.) (London Branch) (QNB, Bank, we, or our) and arranged through the UK Retail Department of QNB via a safe deposit locker (the "Service"). The Agreement is legally binding and shall take effect and be deemed accepted following the earlier of (a) 14 UK business days following issuance by us of the Agreement, (b) receipt by us of your signed document titled "UK Safe Deposit Facility Agreement", or (c) the date you first use the Service. These terms shall also override any terms that we have sent to you previously. In the event of any inconsistency between these terms and any other document (e.g. the Commercial Agreement) provided to you, the terms of the other document shall prevail.

It is, therefore, very much in your interest to read this document carefully. Please let us know as soon as possible if there is anything which you do not understand.

The Bank may provide the Service to two persons on a joint basis and in such cases the Bank will need to receive an appropriate mandate as to how instructions are provided (e.g. for any access, withdrawal or any parts of the service). Unless stated otherwise, a reference to a Customer, you or your herein shall mean both persons that have access to the Service.

- QNB agrees that it shall accept the Items as part of the Services as are delivered to it by you for the purposes of safekeeping in accordance with the Agreement. The Service is only available to Customers over the age of 18 and that have an existing bank account with Qatar National Bank (Q.P.S.C.) London Branch and passed any of the Bank's due diligence requirements Such due diligence requirements will also apply to any third party acting on your behalf.
- 2) In consideration of QNB providing the Service, the Customer agrees to pay the fees set out in the Commercial Agreement. You agree that the Bank is authorised to debit via standing order (or otherwise) from any of your accounts (either sole or joint accounts) held with Qatar National Bank (Q.P.S.C.) the fees payable for the Service. Unless stated otherwise, the fees for the Service include VAT. Fees are generally payable annually in advance and may be revised by the Bank from time to time. The standard fees for the Service can be accessed via our website (www.gnb.com) and any revised tariff of charges shall be available on this website. QNB will inform you with at least 30 days' written notice in advance if we intend to change the annual charge. Those changes will apply automatically to your next payment date unless we state otherwise. If you fail to pay the fees on time, you may incur an administrative charge for late payment and we may not allow you to access the Items until you pay

any outstanding amount owed. Details of these charges are available on request. If your Service fees remain unpaid for 60 days, we may use any money in any of your accounts with us (either sole or joint accounts) to reduce or repay what you owe us. In addition, the Bank has the right to access your safe deposit locker and replace the keys. Such right will be available to the Bank if the fees remain unpaid for 60 days and the Bank has tried to contact you to pay the fees and/ or your accounts do not have a sufficient balance to pay the fees. We will charge you the costs for opening the safe deposit locker and replacing the lock and key on the safe deposit locker.

- 3) Any deposit or withdrawal of Items must be done in person by you or (if QNB consents) one or more of your officers and/ or your authorised persons at QNB's offices and with you or such officer(s) or authorised person(s) signing a written acknowledgement and that itemise the Items being entrusted to or being withdrawn from QNB. You may not access anyone else's locker without QNB's authorisation.
- 4) In the event of the Bank receiving signed written instructions, the specimen signature of (or on behalf of) the Customer, registered with the Bank, shall be deemed as the basis for dealing with the Services and shall remain effective unless amended or cancelled: such amendment or cancellation shall be valid only on the next London business day following the day of receipt of such instructions by the Bank. For any other method of instruction, the Bank shall be entitled to rely on the board minutes and/or any authorisation documents for the purpose of dealing with any individual acting on behalf of the Customer. The Customer shall be liable for any instruction or orders issued to the Bank by those authorised to operate the account relating to the Services and enter into all banking transactions with the Bank Please note clause 5 below as regards the type of additional documents we may need if a third party is to act on your behalf.
- 5) QNB may require you, any authorised person and/or your officers to provide evidence of personal identity documents before you access your safe deposit locker. QNB may retain a written record every time you access the safe deposit locker. QNB may allow someone else to access your safe deposit locker (or deal with anything in relation to the Service) by signing a document acceptable to the Bank (e.g. a third party mandate or a power of attorney (or any other document required by applicable law and/or regulations)). For lasting powers of attorney, QNB may require a signed document stamped by the Office of the Public Guardian (or any similar document acceptable to QNB). In case the Customer enters insolvency or bankruptcy, the Services shall be frozen until the receipt of a court order.
- 6) Promptly upon a deposit request of an Item, QNB shall transfer the Items to one of its vaults or of its other secured storage venues, where they shall remain until you request their release (or QNB is required by a regulator, court or other competent authority to release the same). You, your

authorised persons and/or your officers may request a release of Items, whether partial or in full, from time to time and whenever you chose, and QNB shall make such requested Items available to you, or (if QNB agrees) any of your officers and/or authorised persons at its offices as soon as reasonably practicable after any such request is made (but only ever on a UK banking day and during normal UK banking hours). We are open Monday - Friday 9am – 3:30pm and closed on Saturday and Sunday and during the UK public holidays. We also operate at reduced hours during the holy month of Ramadhan. Unless agreed by QNB, any instructions sent to QNB regarding the Services must be received before 11:00 (British Standard Time) on the same day.

- 7) QNB may refuse, in is sole discretion, to accept any item for safekeeping or access for any person (including you) to the Services. The reason for such refusal may relate to, for example, the Bank becomes aware of any dispute between two joint persons holders of a Service, the Item not being suitable for safekeeping, aggressive or threatening behavior, suspicion of unlawful or dishonest activity or due to any instructions, notices or orders from an authority (including any court of law). Other reasons may be unanticipated or unplanned e.g. if the security vault area is being used by another Customer or due to a health and safety concern (e.g. fire alarm, power cut, etc). Certain Items may not be accepted by QNB (e.g. Items that QNB considers are hazardous, illegal or result from illegal activity, such as the proceeds of crime).
- 8) We will not be responsible for an act (or failure to act) of anyone you or the law authorises to access the Services if we did not know or suspect he or she was acting dishonestly.
- 9) The Customer, any authorised person and/or related officers shall provide the Bank with any such assistance and other documents that are reasonably necessary in respect of the Services. In particular, the Customer may be required to inform QNB what has been or will be stored. For the avoidance of doubt, the Customer agrees that that the Bank has the right to access the Items and any safe deposit locker and shall provide any keys to the Bank upon written request.
- 10) The Customer agrees that its safe deposit locker only contains Items that belong to the Customer and shall never contain anything that relates to the following:
 - a. offensive, immoral, obscene, indecent, defamatory, slanderous or libelous items;
 - b. unlawful items or which has or may be used in any act of terrorism or which will or may cause any harm whatsoever to any person, premises or place including (without limitation) to the safe deposit locker or to any of our offices, employees, agents, contractors, customers or visitors;
 - c. cash, of any currency, amount or denomination that is £50,000 or more (based upon the Bank's foreign exchange rates)
 - d. chemicals or drugs, or items which are noxious, poisonous, corrosive, inflammable, explosive or unstable;
 - e. guns, knives, fire-arms or ammunition; plants or plant materials, any living organism or any other substance or material which may be the subject of any ban, embargo or import restriction;
 - f. illegal items or that constitute the proceeds of crime and/ or anything which will or may cause any harm whatsoever to any person, premises or place including (without limitation) to the safe deposit locker or to any of our offices, employees, agents, contractors, customers or visitors.
- 11) You must take all reasonable care to keep safe and prevent misuse of your safe deposit keys. In the event of loss, damage or theft of your safe deposit keys, you/your authorised users should contact your regular QNB contact

person in the first instance. Replacement keys may be obtained only in the branch where your Items are stored. If you lose your customer safe deposit keys or they are stolen we will change the lock to your safe deposit locker and give you a new set of keys. We will charge you the costs for opening the safe deposit locker and replacing the lock and key on the safe deposit locker. If you find your keys after advising us of its loss, you must not use it again. You must tell us as soon as possible if you or your authorised user think someone can access your safe deposit locker without your authority. You are responsible for ensuring we are made aware if an authorised user no longer has your authority to access the safe deposit locker. You/your authorised users must not make copies of the keys provided by QNB. QNB retains ownership of the safe deposit locker and keys.

12) The Bank's records, computer printouts and documents shall be considered as evidence of the correctness of the Services. If, however, the contrary is claimed, then the burden of proof shall lie with the Customer. The Bank, at its sole discretion, may make and retain recordings of telephone conversations between the Customer and the Bank. Such recordings shall be the sole property of the Bank and may be used as evidence in the event of any dispute or for any other purpose (e.g. verification of transactional instructions) and the Bank may place reliance on such recordings.

13) Each party represents and warrants that:

- a. it has full power and authority to execute, deliver and perform its obligations under the Agreement entered into pursuant to its terms;
- b. there are no currently in force or binding agreements with third parties the terms of which would prevent it from entering into the Agreement or would materially impede the performance by it of its obligations under the Agreement;
- c. it is not a party to any litigation proceedings or disputes which will have a material adverse effect upon its ability to perform its obligations under the Agreement; and
- d. as applicable, it has and will maintain in force and shall at all times comply with all necessary consents, licences and permits.
- e. In the case of two joint holders of a safe deposit locker. both Customers agree to be jointly and severally bound by the Agreement. This means that each of the Customers will be treated as having assumed the obligations imposed by the Agreement both individually but also on behalf of any Customer with whom they hold any safe deposit locker and to be jointly and severally liable. If a liability arises, the Bank may choose to proceed against only one of the Customers or some of them or all of them irrespectively of which of the Customers caused the liability. Where an individual Customer provides an instruction, this will be executed by the Bank and deemed authorised only if it complies with the requirements of the relevant mandate. Any communication made or notice given to an individual Customer will be considered as made or given to the Customer who also benefit from the Services.
- 14) You irrevocably and unconditionally agree to indemnify and keep QNB and each of its officers involved in the provision of the Services (collectively the "QNB Parties") indemnified ondemand against all actions, proceedings, claims, demands, liabilities, damages, losses, costs (including legal costs), fees, expenses and other amounts which they may suffer, directly or indirectly, or incur in connection with the Agreement, the Items and/or the Services.
- 15) The Customer shall not assign or charge the Services or Items to any other person by way of security, without the Bank's written consent. QNB may assign or novate the Agreement (or any part or aspect or right arising under it) to any group member of QNB.

- 16) The Bank shall have the right in accordance with applicable law to hold any amounts or items in connection to the Services in cases where there is suspicion that amounts or items may be involved in a money laundering activity, criminal activity, tax evasion, breaches of sanctions or financing terrorism. For the avoidance of doubt, QNB may access the safe deposit locker without your consent in the following circumstances: (a) we have to do so by court order or other legal, regulatory or statutory obligation; (b) we reasonably suspect that the Items are prohibited or may be subject to criminal activity, tax evasion, breaches of sanctions or money laundering; (c) you have not answered, to our reasonable satisfaction, any questions we may reasonably ask about what is stored in the safe deposit locker. You may be responsible for paying our reasonable costs for replacing the safe deposit locker lock and keys and other reasonable related costs. The Bank may also, without prejudice to its other rights or remedies, terminate the Agreement with immediate effect in relation to any matters mentioned in this clause. The Customer's obligation to pay all fees, costs, charges, and/or amounts accrued in respect of the Services up to the date of termination shall survive such termination.
- 17) QNB shall not be liable for any delay or non-performance of its obligations under the Agreement to the extent that this is due to a Force Majeure Event. A "Force Majeure Event" shall mean an event which is beyond the reasonable control of the Customer or the Qatar National Bank group of offices and companies, including: pandemic, epidemic, strike, lock out or labour dispute; act of God, fire, flood and storm; war, military action, riot, civil commotion, terrorism; explosion or malicious damage; accident or breakdown of plant or machinery; and provided that mere shortage of materials, equipment, labour or supplies shall not constitute a Force Majeure in the absence of one of the aforementioned causes.

18)

- a. Termination for insolvency or bankruptcy: The Bank, may without prejudice to its other rights or remedies, terminate the Agreement with immediate effect by written notice to the other if one or more of the following events occurs in respect of the Customer (or any person that benefits from the Services on a joint basis):
 - i. any moratorium, arrangement or composition with its creditors being obtained or entered into by or in relation to the Customer or any steps being taken to obtain or enter the same or any proceedings being commenced in relation to the Customer under any law, regulation or procedure;
 - ii. a petition being presented at or a resolution being passed or an order being made for the winding up, bankruptcy or dissolution of the Customer;
 - iii. a receiver, manager, sequestrator, administrative receiver, or other similar officer, or other encumbrancer taking possession of or being appointed over, or any distress, execution, attachment or other process being levied or enforced;
 - iv. a petition or other form of application is presented or made at court for the making of an administration order or the appointment of an administrator of the Customer or an administrator of the Customer is appointed or notice of intention to appoint such an administrator is given or filed at court; or
 - v. the Customer (or any person that benefits from the Services on a joint basis) is subject to any insolvency or bankruptcy proceedings, winding up, judicial management, dissolution or business rescue arrangements or stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due or fails to satisfy any judgment or

if the Customer shall suffer any event analogous to the events set out in this clause in any jurisdiction;

- vi Any encumbrance on or over your assets, rights or revenues becomes enforceable and any steps are taken to enforce the same.
- vii. You are (or admit that you are, or are deemed to be) unable to pay your debts as they fall due or commence negotiations with any creditor with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors; or
- viii. An encumbrancer takes possession of or a receiver or manager or sequestrator is appointed of the whole or any substantial part of your undertaking, assets, rights or revenues or a distress execution sequestration or process is levied or enforced upon the whole or any material part of your undertaking assets rights or revenues or without limitation if a compulsory purchase order is made in relation to the whole or any part of the Property.
- b. Termination required by regulatory authority: Either party may, without prejudice to its other rights or remedies, terminate the Agreement with immediate effect by written notice to the other if a termination is required by a regulatory authority or if termination is required in order to adhere to applicable law and/or regulations (e.g. sanctions). QNB may in its sole discretion provide a partial or full refund for any payment of the Services as part of the termination process. The Customer's obligation to pay all fees, costs, charges, and/or amounts accrued in respect of the Services up to the date of termination shall survive such termination.
- c. Termination due to QNB's risk appetite: if QNB's risk appetite changes, whereby the Customer is deemed to be outside of such risk appetite or where the Bank deems that the Services are no longer to be offered by the Bank, the Bank shall terminate the Agreement and inform the Customer and/or relevant authorised dealer in writing. QNB may in its sole discretion provide a partial or full refund for any payment of the Services as part of the termination process. The Customer's obligation to pay all fees, costs, charges, expenses and/or amounts accrued in respect of the Services up to the date of termination shall survive such termination.
- d. Termination due to death or due incapacity: We may terminate the Agreement if you (or any person that benefits from the Services on a joint basis) die or become incapable in law of managing your affairs (whether by reason of mental incapacity or any other reason whatsoever) or have an order made against you in respect of a mental disorder (within the meaning of the Mental Health Act 1983) or are made a ward of the court, or any analogous step is taken or order made in any jurisdiction. In the event of your (or any person that benefits from the Services on a joint basis) death, QNB may not allow access to the Items to any person unless they can provide a valid grant of probate or letters of administration (or any other document acceptable to the Bank) appointing them as the executor or administrator of your estate. QNB may, however, in its absolute discretion, upon production of such evidence as it shall determine suitable and in such form as QNB shall reasonably require, allow access to the safe deposit locker to such person or persons requiring access.
- e. Termination for any other reason: Either party may terminate the Agreement by providing 30 days written notice to the other Party. QNB may in its sole discretion provide a partial or full refund for any payment of the Services as part of the termination process. The Customer's obligation to pay all fees, costs, charges, and/ or amounts accrued in respect of the Services up to the date of termination shall survive such termination.

f. QNB's right to terminate: QNB may, without prejudice to its other rights or remedies, terminate the Agreement with immediate effect (i) if the Customer has significantly breached any of the terms and conditions of the Agreement (e.g. non-payment of any fees); (ii) if there has been, or the Bank suspects that there has been any fraud or improper use in relation to the Services; or (ii) if the Bank has reasonable grounds for believing that the Customer has committed or is about to commit a crime in connection with the Services. QNB may in its sole discretion provide a partial or full refund for any payment of the Services as part of the termination process. The Customer's obligation to pay all fees, costs, charges, and/or amounts accrued in respect of the Services up to the date of termination shall survive such termination.

On termination of the Agreement, you are required to remove no later than 30 days of the date of termination all contents of your safe deposit locker and return any safe deposit keys. Any outstanding fees and charges will become immediately due and payable from the date of termination.

- 19) The Customer agrees to advise the Bank in writing of any changes to its banking details, authorised representatives or correspondence address.
- 20) Under applicable law, we have certain obligations and responsibilities to prevent anti-money laundering and report money-laundering and terrorist financing ("AML Obligations") to the National Crime Agency if we know or suspect that a person is engaged in, or attempting, money laundering. We may require information from you and/or your authorised representatives in order for us to comply with our AML Obligations and/or any customer due diligence requirements, and you/your authorised representatives undertake that any information that we request that you provide to us will be accurate, clear and not misleading, and where relevant you will use reasonable endeavours to assist us in complying with the AML Obligations and/or any customer due diligence requirements. In the event the Customer and/or any authorised representative does not provide the information or assistance required under this clause, QNB may restrict access to the Items and/or Services or terminate the Agreement and/or any Services. QNB may in its sole discretion provide a partial or full refund for any payment of the Services as part of the termination process. The Customer's obligation to pay all fees, costs, charges, expenses and/or amounts accrued in respect of the Services up to the date of termination shall survive such termination.
- 21) We may be required to share information about the Services with the UK tax authorities such as HM Revenue & Customs (or any other UK or international tax authority) due to law or regulation (either directly or via the local tax authority). Once we have shared information with a tax authority, the authority could then share that information with other appropriate tax authorities. If we need information or documentation from the Customer about this, the Customer must supply this information. If the Customer fails to do so, QNB may restrict access to the Items and/or Services or terminate the Agreement and/or any Services. QNB may in its sole discretion provide a partial or full refund for any payment of the Services as part of the termination process. The Customer's obligation to pay all fees, costs, charges, and/ or amounts accrued in respect of the Services up to the date of termination shall survive such termination. The Bank may also be required by law or regulation to withhold parts of certain payments received in respect of the Services and pass the withheld funds to the relevant tax authorities.

- 22)
 - a. Neither QNB, nor any of its directors, employees or agents, shall have any liability for any loss or damage sustained by the Customer as a result of the provision by QNB of the Services or by QNB complying with its AML Obligations and any other legal and/or regulatory obligations unless such a loss is determined by a final court of competent jurisdiction to have resulted from the negligence, willful default or fraud of QNB or any contravention by QNB of any provision of the applicable laws. QNB excludes all liability in respect of loss or damage relating to possessions stored with QNB. We recommend you insure the contents of any Items retained with QNB.
 - b. For the avoidance of doubt, QNB shall not be liable in such circumstances for any consequential loss or loss of profit.
 - c. QNB is not obliged to maintain the safety or security of Items in order to keep it free from damage or loss. Such circumstances include, but are not limited to (i) riot, strike or lock-out;(ii) electrical power failures;(iii) threat of or actual terrorism or environmental or health emergency or hazard.
 - d. We exclude all liability in respect of loss or damage relating to the Items. In the event of circumstances which are outside our reasonable control and their consequences, QNB is not obliged to maintain the safety or security of the Items in order to keep it free from damage or loss.
- 23) The Financial Services Compensation Scheme (FSCS) is not applicable to the Services.

24)

- a. The Bank may change the Agreement by giving at least 30 days' notice to the Customer. Such revised terms shall be deemed effective and accepted by the Customer on the date falling 31 days after the above notice to the Customer unless the Customer objects. The Bank will send all notices and communications relating to any such changes pursuant to clause 24(b) of these terms and the updated terms shall be available on the Bank's website (www.qnb.com).
- b. Any notice given by one party to another (e.g. if QNB issues revised terms) under the Agreement shall be in writing, and delivered by email, post or any other form of written communication, to the address given for QNB or the Customer in the QNB Customer on-boarding stage (or as notified in writing between the parties).
- c. Either party may vary its address, and/or contact for notices by giving notice to the other. The notice must expressly state that the new email address is the email address to whose attention all future notices should be sent, as the case may be.
- 25) Keeping valuables in your safe deposit locker should not be seen as an alternative to insuring them, and keeping valuables in your safe deposit locker is at your sole risk. You should insure the contents of your safe deposit locker for their full value. For the avoidance, the Bank will not put in place any insurance cover in respect of the Items and/or Services.
- 26) In the event that you are dissatisfied with the Services, you should contact your regular QNB contact person in the first instance.

- 27) Neither you nor we will disclose to any person without your or our prior consent, as the case may be, any confidential information obtained from or relating to the other party or any of its affiliates or relating to its or their affairs which has come into our or your possession, as the case may be, as a result of any dealings between us under the Agreement or any other agreement we have with you. However, each party may disclose the other party's confidential information: (i) to it employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of carrying out the party's obligations under the Agreement (Representatives). Each party shall ensure that its Representatives to whom the other party's confidential information is made available in connection with the Agreement are informed of its confidential nature and comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental, local authority or regulatory authority, provided that it gives the other party as much prior notice of that disclosure as possible (where lawful and practical to do so).
- 28) QNB is committed to protecting personal data. For more information on how we process personal data and how QNB uses such data, please read our Privacy Notice available on our website (www.qnb.com). Please be advised that we will use your information for a number of different purposes, including managing the Services provided to you, providing you with products and services and meeting our legal and regulatory obligations, amongst other things. We reserve the right to share your information with third parties (including any our offices outside of the UK) for these purposes, including but not limited to credit reference and fraud prevention agencies.

- 29) Without prejudice to any other rights to which QNB may be entitled, QNB may at any time set off any amount (whether actual or contingent, present or future) owed by the Customer to QNB against any amount (whether actual or contingent, present or future) owed by QNB to the Customer. For these purposes, QNB may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.
- 30) A party signing the Agreement or other document by electronic signature (in whatever form the electronic signature takes) shall be taken as conclusive of such party's intention to be bound by such signature as if signed by a party's manuscript signature. The use of electronic signatures shall be of the same legal effect, validity and enforceability as a manuscript signature.
- 31) A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 32) The Agreement is governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement (including any non-contractual dispute).