

Customer Agreement – Core Terms

1 Scope

A Customer Agreement applies to accounts and related services Barclays provides to a business **Customer** in any country selected by the Customer by completing an **Application**.

A **Customer Agreement** consists of:

- the **Application** for each account or service.
- these **Core Terms**.
- additional Country Terms and a Tariff for each country. References in these Core Terms to **relevant Country Terms** or **relevant Tariff** mean the Country Terms or Tariff which apply to the country in which the account is held.

Together these form a separate Customer Agreement for each country.

If there is any inconsistency between any Country Terms and these Core Terms, the relevant Country Terms apply. In each country where the Customer opens an account, Barclays will also provide:

- a Regulatory Information Guide explaining regulatory information and how Barclays treats personal information.
- a Processing Guide setting out payment execution times, Cut-Off Times and other operational information.

2 Payments to an account

- 2.1 Barclays is not obliged to accept a payment to an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
- 2.2 If the Customer receives a payment in a different currency from that of the account, Barclays may convert the payment to the currency of the account at its relevant currency exchange rate.
- 2.3 Barclays may deduct any applicable charges from a payment before crediting an account. Any sums credited to an overdrawn account may be applied first in reduction of any charges the Customer owes Barclays.
- 2.4 If Barclays credits an amount to an account by mistake, it may reverse the credit.
- 2.5 If Barclays receives a credit to an account after the relevant Cut-Off Time (if a Cut-Off Time exists; further information on Cut-Off Times is available in the relevant Processing Guide) or on a non-Business Day, the amount will be credited on the next Business Day. A **Business Day** is a day in the country where the account is held, on which banks are generally open for business, and unless specified otherwise in the relevant Country Terms, excludes weekends and local public holidays.

3 Payment Instructions and requests for information

- 3.1 The Customer must, and must ensure that any person authorised to operate the Customer's account(s) (a **User**):
 - 3.1.1 keep secure and secret any payment devices (including cards), passwords, and security procedures for the operation of an account.
 - 3.1.2 promptly destroy any written details of passwords or procedures Barclays sends to the Customer.
 - 3.1.3 comply with any requirements relating to payments Barclays notifies to the Customer.
- 3.2 The period of notice required to change or cancel a payment instruction (an **Instruction**) is set out in the relevant Country Terms. It may not be possible to change or cancel some Instructions.
- 3.3 The Customer must notify Barclays immediately if the Customer knows or suspects there has been unauthorised use of a payment device or it has been lost or stolen, or a password or procedure is no longer secret or has been misused. The Customer must then provide Barclays with any information it has relating to this which Barclays may share with law enforcement authorities.
- 3.4 Barclays may stop or suspend the operation of an account or payment device, and may decline to respond to requests for Customer information, if Barclays reasonably considers:
 - 3.4.1 this is necessary to protect the security of an account or Customer information, or to prevent unauthorised transactions.
 - 3.4.2 there has been unauthorised or fraudulent access to the account.Barclays will notify the Customer before taking these actions, unless Barclays is prevented by law or it is not practicable to do so (in which case Barclays will notify the Customer after, once it is possible to do so).
- 3.5 The Customer must return any payment device to Barclays on demand.

4 Payments from an account

- 4.1 Barclays is not obliged to make a payment from an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
- 4.2 If Barclays receives an Instruction, it will make the payment if:
 - 4.2.1 the Instruction is clear, formatted correctly, contains all required information and is within any relevant financial limits.
 - 4.2.2 the Instruction complies with any security procedures and/or the authority held by Barclays.
 - 4.2.3 the Customer has Sufficient Funds. The Customer has **Sufficient Funds** if the cleared balance or any arranged overdraft or limit is enough to cover the payment. The fact that a balance is shown on a statement or transaction advice does not necessarily mean the funds are cleared. If the Customer does not have Sufficient Funds to cover more than one payment, Barclays may decide which payment(s) to make.
 - 4.2.4 Barclays is able to obtain the relevant currency.
- 4.3 Barclays may ask the Customer to confirm an Instruction to ensure it is genuine, or if the amount of the Instruction exceeds a limit Barclays has set for security purposes.
- 4.4 The time of an Instruction is the time the Instruction is received by Barclays rather than the time the Customer sends it. However, if:
 - 4.4.1 Barclays receives an Instruction after the relevant Cut-Off Time or on a non-Business Day, the time of receipt will be treated as the next Business Day. Some Instructions may be processed on a non-Business Day. Details are available on request.
 - 4.4.2 the Instruction is for a future dated payment or a SWIFT Instruction that specifies a value date, the time of receipt will be treated as the date of the payment (or if this is not a Business Day, the next Business Day) or the Business Day Barclays has to make the payment to achieve the value date.
 - 4.4.3 Barclays asks the Customer to confirm an Instruction, the time of receipt will be treated as the time of the confirmation, or if this is after a Cut-Off Time or on a non-Business Day, the next Business Day.
- 4.5 Unless the Customer instructs otherwise, if Barclays receives an Instruction for an international payment, Barclays may convert it to the currency of the receiving account. In this case, or where the Instruction is for a payment in a different currency from that of the paying account, Barclays will apply its relevant currency exchange rate.
- 4.6 The Customer must not give an Instruction which would cause Barclays to breach a sanction imposed by, or the law of, any country affecting Barclays.

5 Unarranged overdrafts and Limits

- 5.1 If the Customer does not have Sufficient Funds for a payment, Barclays may treat the Instruction as a request for an **Unarranged Overdraft**. If Barclays allows the Unarranged Overdraft, the Customer:
 - 5.1.1 must repay the overdrawn amount on demand.
 - 5.1.2 will pay interest on the overdrawn amount at Barclays' unarranged borrowing rate. Interest is calculated on a daily basis. The unarranged borrowing rate is set out in the relevant Tariff.
- 5.2 Barclays may cancel or reduce an uncommitted settlement limit or other financial limit at any time without notice.

6 Electronic Services

- 6.1 Barclays is authorised to act on any Instructions or other messages the Customer sends to it using SWIFT or an electronic banking service agreed with Barclays (each, an **Electronic Service**).
- 6.2 Barclays may rely on all Instructions it receives from Users through an Electronic Service as having the Customer's authority.
- 6.3 If the Customer holds an account at a bank other than Barclays, the Customer may be able to send Instructions to, or request information from the other bank using an Electronic Service. The Customer will need to agree with the other bank that it will accept Instructions or requests for information from Barclays. Barclays is not liable for the other bank's performance in acting on an Instruction or providing information.
- 6.4 Barclays is authorised to provide information to another Barclays Group member (Barclays and other Barclays Group members are each a **Barclays Company**), where requested by the Customer using an electronic service provided by that Barclays Company. **Barclays Group** means the group of which Barclays PLC is the holding company.
- 6.5 Any software, hardware or other devices (**Technology**) Barclays provides to the Customer in connection with an Electronic Service is licensed by Barclays to the Customer to use in connection with the Electronic Service only.
- 6.6 The Customer must:
 - 6.6.1 comply with and keep confidential any instructions, security advice or user guides provided from time to time in connection with an Electronic Service.
 - 6.6.2 ensure any computers or equipment used for an Electronic Service (i) comply with any standards or technical requirements Barclays advises apply, and (ii) operate virus checks and firewall protection.
 - 6.6.3 notify Barclays as soon as possible on becoming aware of any failure, delay, malfunction, virus or error with an Electronic Service.
 - 6.6.4 have contingency arrangements to cover any unavailability of the Electronic Service, or system or operational failures.
 - 6.6.5 uninstall any software and return any Technology on termination of the relevant Electronic Service or on demand.
- 6.7 The Customer must not:
 - 6.7.1 use an Electronic Service in, or take Technology to, a country where it might break the local law or sanction.
 - 6.7.2 change, use, copy or allow anyone else to use any Technology provided for an Electronic Service without Barclays' consent. As this may also breach any third party's intellectual property rights in the Technology, the Customer will indemnify Barclays against any claims, losses, damages or costs which Barclays incurs as a result of the Customer's failure to comply. The Bank may debit any amounts under this indemnity from an account.
- 6.8 Barclays does not guarantee the availability of any Electronic Service and is not liable if it is unavailable. Barclays may suspend the operation of an Electronic Service and will notify the Customer of any suspension.

7 Notices and Communications

7.1 Barclays may contact the Customer:

- 7.1.1 by phone to confirm the validity of any Instructions. Barclays will attempt to contact a User to do this.
- 7.1.2 using Electronic Services, paper, email or phone to notify the Customer of security threats.
- 7.1.3 using paper, email or an Electronic Service to give notices to the Customer.

Barclays will use the last contact details provided by the Customer to do this, or for post, the Customer's registered office.

7.2 The Customer may contact Barclays using an Electronic Service or the details provided by Barclays.

8 Termination

8.1 The Customer may close an account or terminate a service by giving one month's notice to Barclays.

8.2 Barclays may close an account or terminate a service by giving one month's notice to the Customer. However, Barclays can do this immediately if the Customer:

- 8.2.1 has seriously or persistently breached the terms of a Customer Agreement in any country.
- 8.2.2 has given information which is false or materially misleading to Barclays.
- 8.2.3 does not meet the criteria for the relevant account or service.
- 8.2.4 has used, or allowed someone else to use, an account or service for an illegal purpose.
- 8.2.5 in Barclays' opinion, behaves in a seriously inappropriate manner that makes it reasonable for Barclays to take immediate action.
- 8.2.6 in Barclays' opinion, puts it in a position, or gives an Instruction, which might materially damage Barclays' reputation, or result in it breaking a law, regulation, or sanction.
- 8.2.7 takes, or has commenced against it, any step which could lead to the seizure of an asset of the Customer, the enforcement of security granted by the Customer, a composition, compromise, reorganisation or similar arrangement (including a voluntary arrangement or scheme of arrangement), or a bankruptcy or insolvency procedure in respect of the Customer.

9 Joint and Several Liability

If the Customer is more than one person, then each will be jointly and severally liable for the Customer's obligations to Barclays.

10 Transfers

10.1 Barclays may transfer any of its rights under a Customer Agreement.

10.2 The Customer may not transfer the benefit of a Customer Agreement. The Customer may not transfer or charge any of its accounts without Barclays' consent.

11 Waiver and Severance

11.1 If Barclays waives any of its rights under a Customer Agreement, it does not mean it will waive that right again in future.

11.2 If any term of a Customer Agreement is invalid or unenforceable, that term will be severed from the remaining terms which will continue in full effect.