CLIENT ACCOUNT TERMS & CONDITIONS

January 2026

Cynergy Bank

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ABOUT THIS AGREEMENT

This agreement sets out the terms and conditions that apply to the Client Account(s) you hold with us.

If you choose to register for Mobile Banking, then the terms in our Digital Banking Services Terms & Conditions also apply.

Please note that these terms can be found within the Mobile Banking app. To access them, please follow these steps:

1 Open the app and navigate to the 'More' section.

2 Look for the 'Terms and Conditions' option.

3 Tap on it to view the full terms and conditions.

When we talk about the 'agreement' or the 'terms and conditions' we mean all of these documents. Our right to change the terms and conditions (see section "Changes to this agreement, interest rates and charges") applies to any of this information.

The Product Summary Box contains the product specific details for to your Client Account. This has priority over anything that's said differently in another part of the agreement.

This agreement is also available in other formats, including a large print format and a braille format. Please get in touch with us if you need this agreement in another format.

You can ask us for a copy of this agreement at any time.

What the Client Account is for

The Client Account is for you to hold money on behalf of your clients. It mustn't be used for any other purpose, including holding any of your own or third-party funds.

Cynergy Bank plc is registered in England and Wales under company number 04728421. Our registered office is at 4th Floor, One New Change, London EC4M 9AF.

Our main business is the provision of financial services and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 575105.

We are a member of the Financial Services Compensation Scheme (FSCS) in the UK. Our address for the purposes of these Terms and Conditions is 4th Floor One New Change London EC4M 9AF.

Key terms you need to know	
i	When we say 'Cynergy Bank', 'we', 'us' or 'our' in this agreement, we mean Cynergy Bank plc. Our head office is: 4th Floor, One New Change, London EC4M 9AF. We're registered in England and Wales with company number 04728421. If we've transferred any of our rights under the agreement to someone else, 'Cynergy Bank', 'we', 'us' or 'our' also means the person we have transferred them to.
	When we say 'You', 'your' or 'account holder' in this agreement, we mean the person(s) named as the account holder(s). If there's more than one of you, 'you' or 'your' means any or all of you.

Using your account

Our Client Accounts aren't suitable for everyone. For example, you can't have a Client Account with us if you aren't incorporated or trading in the UK. If you stop trading in the UK, you must let us know.

We set out the exact eligibility criteria in the Product Summary Box.

Getting in touch with us

Lost or stolen security information

If you think the information or devices you use to access your account have been lost or stolen, you must tell us **straightaway**.

Here is a list of the things you need to tell us about if they are lost or stolen:

- your Online Banking authentication code,
- your PINs,
- your mobile phone device which has the Cynergy Mobile Banking app installed on it, and / or

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- any other security information or documents we give you, which you use to access your account.

If you think the information or devices you use to access your account have been lost or stolen – you can contact us on:	
	**Telephone** 0345 850 5555 (if you're in the UK) +44 (0)20 3375 6422 (if you're outside the UK) **Our phone lines are open 24 hours a day, seven days a week, 365 days a year.** We may record calls for monitoring and training purposes.
	**Text** Text "FRAUD" and your user ID (e.g. FRAUD 12345678) to 87293 from the mobile phone number registered to your account. We'll suspend your user ID straight away.

Contacting us for any other reason

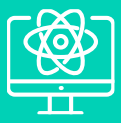
If you need to contact us for any other reason, please get in touch using the details found below on this page or on our website. Our opening hours are available on our website.

You can contact us on:	
	**Secure message** If you've registered for Online Banking, you can get in touch with us by sending a secure message through your Online Banking or the Cynergy Mobile Banking app. If you get in touch with us this way, we'll usually get back to you within two working days.

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You can contact us on:	
	**Telephone** If you'd like to speak to one of our customer advisers, you can contact us by telephone. You can contact us on: • 0345 850 5555 (if you're in the UK) • +44 (0)20 3375 6422 (if you're outside the UK) For more information on our opening hours, call charges and other ways to contact us please visit our website www.cynergybank.co.uk/support/contact-us We may record calls for monitoring and training purposes.
	**Post** You can write to us at our address: PO Box 80030 London EC4P 4NG
	**Online** You can contact us by filling in our Contact Us form online at https://cynergybank.secure.force.com/ContactUs and a member of our Customer Services team will be in touch.
	Via your Relationship Manager You can contact your Relationship Manager; they will share their contact details during the onboarding process, and you can use their Telephone or Email which they shared.

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PART A - USING YOUR CLIENT ACCOUNT

What to expect when you open an account

To open a Client Account, you'll need to complete the account application form. Once the account is open it can be operated through Online Banking or by Mobile Banking app. This means deposits and/or withdrawals can be completed through Online Banking or the Cynergy Mobile Banking app. Some account functionality may not be available through Online Banking or Mobile app, in those cases you should contact your Relationship Manager.

Online Banking customers

For existing customers, you will need to be registered for Online Banking and so you'll need to complete the existing customer application for a Client Account which is available directly from your Relationship Manager. Please get in touch with us if you need more information on how to do this.

If you are a new customer, when you apply for an account, we will register you for Online Banking. We'll provide each of the Online Banking users authorised by you with a User ID.

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Who can apply for an account

You will need to meet our eligibility criteria to apply for, and as long as you hold, a Cynergy Bank Client Account. We set out the eligibility criteria in the Product Summary Box. You'll need to hold a Cynergy Bank Business Current Account with us, to be able to open and keep a Client Account, we may refer to this as your "Office Account".

We will need to be satisfied that your company, partnership or limited liability partnership has been correctly formed and, where applicable, registered. We may ask you to provide relevant information or documentation about your business to us before we open your account. This may include information about the types of clients you have, the purposes for which you hold client funds, anticipated transactional volumes and values, and the 'Know Your Customer' and Anti-Money Laundering processes and procedures you use.

Any individual who is a person of significant control and anyone you appoint as a user for your account must:

- Be aged 18 or over,
- Be UK resident and only tax resident in the UK,
- Not be a US citizen

The account is not available to:

- Clubs or societies
- Charities or Trusts

Provided you meet our eligibility criteria, we'll open your account when we've received all the information we need and have completed our checks.

If we need any more information, we'll be in touch to let you know what we need. As soon as we've completed these checks, we'll let you know you can pay money in, and you must pay in the minimum deposit amount detailed in the Product Summary Box.

Use of the account

The Client Account must only be used for depositing client monies. It must not be used for any other purpose, including holding any of your own funds or any other types of funds. You mustn't use the Client Account to provide a banking facility to your clients or any third parties and the account must not be used to provide an Escrow service

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You may hold one or more Client Accounts as a pooled account for multiple clients. We may request evidence of your authority to hold funds on behalf of each client in the Client Account. If the scope of your authority changes, you must tell us as soon as possible.

If we think you are using the Client Account for a purpose other than holding client monies, we may close your account (see Part B 'Closing your account' below).

When you submit your application to open a Client Account you confirm to us that your holding and operation of the Client Account, complies with any applicable laws, regulations, professional body rules, or codes of practice which apply to you.

We are not responsible for ensuring that any trust arrangements that you may put in place with your clients in relation to your holding of client monies are valid and enforceable (although we may require you to provide copies of these at any time).

You are solely responsible for ensuring that you have the right to:

- hold and control the client monies and that you comply with all legal, fiduciary, professional standards or rules, codes of conduct and regulatory obligations relating to your holding of client monies as applicable to you; and

- for making sure that any structures that you set up to allow you to hold client monies are effective.

You are our sole customer under this agreement, and we have no business relationship with, or responsibility to, your underlying clients on whose behalf you hold client monies, in the Client Account.

Your obligations

You must ensure that you hold, and it is your responsibility to maintain any licence, permission, registration or approvals required to operate your business and hold client monies for the duration that you hold a Client Account with us. If you are no longer authorised to hold client funds, you must tell us as soon as possible.

You undertake and agree to comply with all legal, fiduciary, professional standards or codes of conduct and regulatory obligations which apply to you. This includes:

- complying with all obligations and professional standards or rules relating to your holding and treatment of client monies;

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- carrying out due diligence and 'Know Your Customer' and Sanctions checks on each of your clients on whose behalf money you hold client monies;

- complying with all Anti-Money Laundering requirements applicable to your business and in respect of each of your clients whose behalf you hold client monies;

- complying with any trust arrangements you have in place in with clients on whose behalf you hold client monies;

- complying with all applicable laws and regulations relating to the prevention of economic crime and fraud, including but not limited to the Economic Crime and Corporate Transparency Act 2023 (the "Act"), and implementing reasonable procedures to prevent fraud as required under the Act;

- maintaining reasonable, risk-based procedures to prevent fraud by your employees, agents, and associated persons where such conduct could affect us, or any client; and

- cooperating fully with our fraud prevention efforts and immediately reporting any suspected fraudulent activity or misconduct.

If we ask you to, you agree you will provide to us, as soon as possible:

- evidence of your Know Your Customer, Anti-Money Laundering and Sanctions processes and procedures, and confirmation that you comply with these requirements; and/or

- the documentation and data you collect for purposes of undertaking Know Your Customer, Anti-Money Laundering and Sanctions checks for your clients,

- details of any other checks you may conduct to identify those you hold client monies for, such as PEPs, residency and source of funds and wealth,

- details and the identity of each of the clients on whose behalf you hold client funds in the Client Account, including PEPs;

- details of the transactions on the account, including the volume, values and purpose of the payments, relative to the clients you hold client monies for;

- any other information we may reasonably request about your business or your clients, which we require to comply with our own Know Your Customer and Anti-Money Laundering obligations.

You also agree you will provide to us, on an annual basis:

- copies of your annual accounts,

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- completed service reviews,
- completed annual interest and charge rate reviews; and
- copies of any external audit report by a regulator, professional body or third party on your compliance with any professional standards, rules or code of conduct which apply to you in relation to your holding of client monies.

You must keep us up to date with accurate records about your business. You must tell us, as soon as possible if:

- you become subject to any investigation, enforcement, or disciplinary action by a regulatory authority or professional body,
- you are the subject or any claim, complaint or court proceedings which could put us at risk of suffering any negative press or reputational damage; and
- if there are any material changes to:
    - your business or ownership structure,
    - the nature of your business activities or jurisdictions you operate in,
    - the types of clients you hold client monies for and the industries/sectors they operate in.

    each, being a 'Notification Event'.

You agree you will co-operate with us for purposes of enabling us to comply with our own legal and regulatory obligations, in particular the prevention of financial crime. For these purposes:

- We may request (and you will agree) provided you receive at least five working days' notice of such request, to an audit by an independent third party on your compliance with Know Your Customer, Anti-Money Laundering and Sanctions requirements which apply to you and your business:
    - on an annual basis, and/or;
    - on the occurrence of a Notification Event.

    The parties shall bear their own costs and expenses incurred in respect of compliance with any audit, unless the audit identifies a breach by you, in which case you shall reimburse us for all of our reasonable costs incurred in the course of the audit.

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- You agree you will notify us within five working days of receiving any high-risk audit findings in relation to Know Your Customer, Anti-Money Laundering and Sanctions requirements and provide us with a copy of such audit report.

- You agree you will notify us with the details (to extent permitted by law), of any Suspicious Activity Reports (SARs) you have made to the National Crime Agency in relation to any of funds or clients on you hold client monies for in the Client Account.

If you do you not provide us with any of the information we may request, or if you fail to provide us with any information you're required to give us, we may close your account, (see Part B 'Closing your account' below).

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Who can give instructions to us

When you take out a Client Account from us, we'll ask you to complete a mandate to confirm who's authorised to deal with us and the extent of their authority. We call these people authorised signatories. You must let us know if this changes.

We'll accept instructions from authorised signatories. We require a minimum of two authorised signatories to give us payment instructions relating to your account.

An authorised signatory must keep to this agreement as if they were you.

You will be responsible to us for all or any of the transactions carried out by authorised signatories (provided it's within the scope of the mandate).

If an authorised signatory breaks this agreement or uses the account or services in a way that's against the law, you will be responsible for any resulting claims, losses, damages or costs to us.

Alternatively, you can set user access at individual levels to allow full or view only capabilities.

What if you want to remove an authorised signatory from the account?

If you want to remove an authorised signatory from the account (or add one), you should get in touch with us. You can ask for an authorised signatory to be removed or added at any time. We'll need written confirmation from you to do this.

What if someone unfortunately passes away?

If one authorised signatory dies, you must notify us and provide an updated mandate for an alternative authorised signatory.

What if we know there is a dispute?

If there is a know dispute between account holders / partners / directors / member / authorised signatories, we have the right to insist on alternative instruction arrangements.

Who can we share information with?

By opening the account, you agree that we can share information about the account (such as your transaction history) with the other people who operate the account. This is the case even if that information relates to a time when the operators of the account were different.

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What happens if we are required to let a third party use your account?

We may need to let a third party use your account for legal reasons, for example if you are no longer able to manage your account or you're bankrupt, insolvent or go into liquidation. If so, we may not be able to ask your permission before letting that third party use your account. We'll always ensure we've received valid documents. These will need to confirm the third party is legally authorised to use your account.

Nominated Accounts

You will be asked to provide a Nominated Bank Account in your Application. Your Nominated Account must be in the name of your Business, and it must be a UK account with the ability to make and receive Electronic Transfers (Faster Payments or CHAPS).

We will only permit deposits into, and withdrawals from your Client Account, via your Nominated Account. If you have more than one Client Account you are able to use a different Nominated Account for each one, if required.

Any other deposits received by us that do not come from your Nominated Account will be returned to the originating UK Bank/Building Society and you will be responsible for any charges that may arise from such return.

This return of funds may be subject to delay if processed on a non-working day. During this time, a block will be placed on your account for security reasons meaning and you will not be able to access any previously deposited funds.

We may ask for a bank statement from you in order to validate your Nominated Account details.

Changing your Nominated Account

You may change your Nominated Account by calling us or contacting your Relationship Manager. You can find our contact information in the "Getting in touch with us" section at the beginning of this agreement.

You must tell us of any change to your Nominated Account at least 5 working days before you ask us to withdraw any money from your Client Account. If you don't, we will use the Nominated Account details we had immediately before you told us about the change.

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Depositing and making withdrawals



In this section, we refer to 'working days'. Working days are Monday to Friday. Non-working days are Saturdays, Sundays and bank holidays in England.

This section explains how you can deposit to your account and make withdrawals from your account. It tells you:

- how to deposit and withdraw funds,
- the timing of deposits and withdrawals and any limits, and
- where the withdrawals can be sent and deposits received from, and
- any deadlines for depositing and withdrawing. These are called 'cut off times'.

Balance limits

There is no maximum balance for the funds that can be held in the Client Account. However, our policy means that a single customer cannot exceed a total balance of £20m across all accounts held with us. The minimum balance to open and maintain the account is stated in the Product Summary Box. You must ensure the balance in the account does not go below the minimum balance.

Depositing

What types of payments can you receive?

All payments into your Client Account must be sent from your Nominated Account. You cannot pay money into your Client Account from any other account other than your Nominated Account.

Electronic payments



An electronic payment is one which is made electronically into or from your account using your account information (such as account number and sort code).

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You can receive electronic payments into your Client Account, such as Faster Payments, BACS and CHAPS.

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Timing of your payments

i	You'll start to earn interest on the funds deposited when we pay the money into your account. We may apply limits to the amount you can pay in.

	Ways of receiving payments	When will we pay the money into your account?
Electronic Payments	Electronic payments received in: pounds (£)	As soon as we receive it

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Making withdrawals

You can only make payments out of your Client Account, to your Nominated Account. You cannot transfer funds from your Client Account to any other account, other than your Nominated Account.

We will send the payment to your Nominated Account using the sort code and account details you provided to us on your application (or as subsequently notified to us by you). Therefore, its important your Nominated Account details are correct and up to date.

Available funds

You can only withdraw funds from your Client Account if there are enough cleared funds available. If we receive a payment instruction and there are not enough cleared funds to make the payment, we will refuse the payment. We will not offer you an overdraft.

Faster Payments

When you ask us to send money to your Nominated Account, we'll always try to send your payment using Faster Payments, however any payments over £250,000 will be sent by CHAPS (see CHAPS Payments below).

Faster Payments can be made using Online Banking or the Cynergy Mobile Banking app 24 hours a day, seven days a week, 365 days a year.

There are some exceptions. For example, we won't use Faster Payments if:

- your payment is over our Faster Payment limit.

CHAPS Payments

CHAPS payments are usually used for large payments. You can ask us to make a CHAPS payment to your Nominated Account either via your Online Banking or in writing.

We usually make all payments over £250,000 using CHAPS. Even if your payment is under £250,000, you can still ask us to make your payment using CHAPS if you want to.

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Timing of your payments

	Type of payment	When will your payment be received?
Sending electronic payments	Faster Payments	Your payment will usually arrive in your Nominated Account within two hours. The latest your payment will arrive is by the end of the next working day.
	CHAPS payments by 3.30pm on a working day	Your payment will arrive in your Nominated Account by the end of the next working day.
	CHAPS payments after 3.30pm, or on a non-working day	Your payment will arrive in your Nominated Account by the end of the 2nd working day.

How to request a withdrawal

When you want to make a payment from your account, you need to give us your instructions.

We explain the different ways you can give us your instructions and permission to make a payment below.

i	You won't be able to ask us to make a payment from your account by telephone or by secure message.

We keep a record of the payments you ask us to make. Any payments you ask us to make using your Online Banking or the Cynergy Mobile Banking app will be treated by us as evidence of your instructions, and the time when you gave them, unless there is an obvious mistake in our records.

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Ways of giving us your instructions	How to give your permission
Via your Online Banking or the Cynergy Mobile Banking app	You can give your permission to make a payment by giving us the security information we ask for. For Online Banking your security information includes: • your user ID, • your authentication code, and For the Cynergy Mobile banking App your security information includes: • your PIN or biometrics (i.e. fingerprint or facial recognition).

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Our main business is the provision of financial services and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 575105.

We are a member of the Financial Services Compensation Scheme (FSCS) in the UK. Our address for the purposes of these Terms and Conditions is 4th Floor One New Change London EC4M 9AF.

When we pay interest

We'll tell you your interest rate in the Product Summary Box when you open your Client Account. You'll also be able to find out your interest rate by viewing the account details on your Online Banking, Cynergy Mobile Banking app, or by giving us a call to ask.

The Client Money Account pays a variable interest rate that tracks the Bank of England Base Rate minus a margin which will be detailed in your Product Summary Box. This means the interest rate will increase or decrease automatically in line with changes to the Bank of England Base Rate. For example, if the Bank of England Base Rate decreases by 50 basis points (0.50%), your account interest rate will also decrease by 50 basis points.

Changes to your interest rate will take effect on the same day as the date of a change to the Bank of England Base Rate.

We can also change the margin against which the rate is set. See Part B, 'Changes to this agreement, interest rates and charges' for details of how and when we can do this.

We'll calculate the amount of interest we owe you based on your cleared daily balance at 7pm. We'll pay any interest you've earned monthly, on the date your account was opened, unless this date falls on a non-working day, when interest will be paid on the next working day. Interest must be paid to your Cynergy Bank Business Current Account. Interest cannot be paid to the Client Account or any other account.

Interest is paid gross. We aren't responsible for any taxes you need to pay on interest earned. Tax treatment depends on the circumstances of each customer and may be subject to change. It's your responsibility to seek independent tax advice.

When we can refuse a payment

We'll always try our best to make a payment when you ask us to, but sometimes we might not be able to.

As long as we're acting reasonably, we can refuse your instruction to make a payment for any of the following reasons:

- we don't believe the instruction comes from you,
- you haven't met the conditions for making a payment in these terms and conditions,
- you haven't given us any extra identity information required or information on the payment we have asked you for,

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- your instructions are incomplete, unclear or they appear to be wrong,
- there isn't enough money in the account to make the withdrawal,
- the withdrawal would take you over any maximum payment limits, or any limits we set to protect you and us against fraud or manage our risk,
- we reasonably believe the payment you want us to make is a duplicate payment,
- we believe the account is being misused,
- we believe the account is being used for illegal, unlawful or fraudulent purposes,
- making the withdrawal would mean we could break a law, regulation, code, court order or contract that we need to comply with,
- making the withdrawal might expose us to legal action or censure by any government, regulator or law enforcement agency,
- we believe the funds in the Client Account are not client monies;
- we believe you are in breach of any code of practice, rules of a professional body, law or regulation that applies you in respect of the holding and handling or client monies;
- we are ordered to do so by a court, or
- you've broken this agreement in a serious way.

We won't be responsible for any losses you suffer if we've acted reasonably and refused your payment, for any of the reasons above.

What happens when we refuse a payment?

Unless there are legal reasons why we can't, if we refuse your payment, we'll tell you:

- as quickly as we can,
- what has gone wrong, and
- why we refused to make the payment.

If we can't make the payment because there is an error with your instructions or we are missing information, we'll tell you what you can do to put things right.

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We will not be responsible for delays resulting from incorrect or incomplete payment instructions or for other matters outside our control.

When we can delay processing a payment

If we receive a payment instruction from you and we reasonably suspect you might be being scammed into making the payment, we can delay processing the payment.

If we do this, unless there are legal reasons why we can't, we'll contact you to tell you we're delaying the payment and why. We'll ask you for any information we need, or anything we need you to do, to help us confirm if the payment is a scam.

We'll only delay the payment for as long as necessary to make these checks, but it will be no longer than 4 working days.

We'll refund you any charges or interest you've had to pay due to the delay, whether we eventually process the payment or not.

Keeping you informed about your account

We'll send you statements telling you what payments have come in and out of your account. You can request a statement at any time.

Your statement gives you information about things like:

- the amount of the payment,
- the payment reference, and
- the amount of any charges you paid.

We'll also send you a statement of fees. Your statement of fees provides you with a summary of all of the fees and interest you have paid in the last year. We'll send you your first statement of fees around a year after you opened your account with us, and then every year after that.

We don't charge you for receiving these statements.



Please check your statements carefully when you receive them. If there are any payments you don't recognise or you think are wrong, you should get in touch

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	with us straightaway. You can find more information on this in the section "What to do if something goes wrong".

We'll send you a statement each month there has been transactions on your account. You can view your statement via your Online Banking. When your statement is ready, we'll send you a text to let you know. You'll then be able to view, download and print your statements for up to three years.

We'll send a text alert to a maximum of three individuals authorised to act for you, telling them that the monthly statement is ready. You can choose who receives the text alerts.

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How we will send your statement of fees

If you have registered for Online Banking you can view your statement of fees via your Online Banking.

If you don't have Online Banking or don't want to view your statement of fees via Online Banking, we'll send your statement of fees to you by post.

Keeping your account safe

i	If you think the information or devices you use to access your account have been lost or stolen, you must tell us **straightaway**.

Here is a list of the things you need to tell us about if they are lost or stolen:

- your Online Banking authentication code,
- your PINs,
- your mobile phone device which has the Cynergy Bank App installed on it,
- any other security information or documents we give you, which you use to access your account.

How to keep your account safe

We work hard to make sure that your account and money are kept safe. But to do this, we need your help. Keeping your account and money safe is your responsibility too. If you don't keep your account safe in the way we ask you to, you could lose the money in it.

The information below tells you what you need to do to keep your account safe.

Your security information	Your security information is the information we ask you to give us before we let you use your account. It includes your username for Online Banking and your online passwords. You need to keep your security information private.

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	Here are some other things we ask you to do to keep your security information safe: • You should avoid using a PIN or password that is easy to guess, such as your date of birth. • Never write down your security information or share it with anyone else, including us. • Don't use the same PIN or password for different accounts or cards you have.
Any technology you use to access your account	Technology you use to access your account includes things like your mobile phone or computer, which you use for your Online Banking. Here are some of the things we ask you to do to keep your technology safe: • You should only use devices that you trust. This means making sure that your devices have regular checks for viruses. • Don't leave your device while you are still logged into your Online Banking. Someone else might be able to use your account while you are still logged in. If you need to leave your device, make sure you logout first.
Online banking	You shouldn't login to your Online Banking using a public Wi-Fi network. A public Wi-Fi network is one which doesn't need a password.

When we can stop you using your security information

Sometimes, we might need to block your security information being used to access to Online Banking. This will stop you from accessing your account.

We'll only do this if we're acting reasonably, and:

- we think your security information or other security devices are being used by someone else without permission (for example, if there's unusual activity on your account), or
- there are other legal or security reasons why we need to do so.

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If we stop you from accessing your account, we'll get in touch with you before we do, or at the latest straight after. We'll also tell you why we stopped you from accessing your account unless there are legal reasons why we can't.

As soon as the reasons for stopping you from accessing your account have ended, we'll unblock your security information or other security devices. If we need to, we'll replace them if you can no longer use them.

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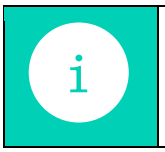
How we'll get in touch with you

If we think that your account is being used without your permission or there is a security threat, we may get in touch with you to let you know.

We can contact you by text message, telephone, post, email, secure message via your Online Banking or any other secure method.

When we get in touch, we'll' never ask you to give us access to your Online Banking, ask for your security details (such as your PIN or authentication code) or ask you to move money to a "safe account" to help protect your account.

Please treat all calls, texts and emails claiming to be from us with caution.



If you're unsure whether it is really us who is contacting you, please get in touch with us directly using the "Getting in touch with us" section at the beginning of this agreement.

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What to do if something goes wrong

You should check your statements and payment history regularly to make sure you recognise all of the activity on your account.

If you don't recognise a payment or you think it is wrong, you need to get in touch with us straightaway. We'll look into this for you.

In the table below are some examples of things that could go wrong with your payments.

What has gone wrong	Why this might have happened	What happens next
A payment was taken without your permission	This could be for a number of reasons. For example: • someone has taken money from your account without your permission, • we took a payment in error, or • we didn't stop a payment you had already cancelled.	Go to the section called "A payment was taken without your permission"
You've been a victim of an APP scam	This is where you intended to send a payment but: • you were tricked into sending it to someone or for a purpose which was fraudulent.	Go to the section called "You've been a victim of an APP scam"
The payment is incorrect	This is where a payment you've made or received isn't right. For example, if:	Go to the section called "A payment is incorrect"

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	• the amount of the payment is higher or lower than it should be, • your payment is late or isn't received at all, or • you gave us the wrong account information.	

A payment was taken without your permission

If you think a payment has been taken without your permission, you need to tell us as quickly as possible. You must let us know there is a problem within **13 months** of the payment being made. If you don't let us know in time, you might not get the money back.

You can find our contact information in the "Getting in touch with us" section at the beginning of this agreement.

What happens next

If money has been taken from your account and we think you're the victim of crime, we may report this to the police or to Action Fraud. We'll give them and any other law enforcement agency any information we think is relevant to the crime.

We might also ask you to give us information you have about the crime to help us to get back any money that has been taken. You agree to report the crime to the police and help us and them as far as possible with their enquiries, if we ask you to.

How to get a refund

If someone has taken money from your account without your permission, you can ask us for a refund.

We'll usually refund the full amount of the payment, plus any charges paid and interest you would've received if the payment hadn't been made. If we give you a refund, you won't have any further claim against us.

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There are some exceptions. We explain these in the section below (when you'll get a refund).

When you'll get a refund

As long as you haven't acted fraudulently, you'll always get a full refund if:

- you couldn't have known your security information or devices were lost or stolen,
- it was our fault the payments were taken out of your account,
- we were legally required to ask you for certain security information and we didn't,
- we didn't give you any contact details to get in touch with us, or
- the payment was made to buy something remotely, such as online or over the telephone.

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i	You're acting fraudulently if you haven't told us the truth. For example, if you knew that you agreed to someone else taking money out of your account, but you told us you didn't. We'll tell the police or other law enforcement agency in writing if this is the case.

In all other cases, whether or not you'll receive a refund depends on the circumstances.

- You need to tell us about the payments that were taken from your account within 13 months. If you tell us later than that, we may not refund you.
- If you were very careless with your security information or devices, we might not refund you for any payments that were taken from your account before you got in touch with us.

	For example, this could be if you knowingly gave your password and/or authentication code to someone who took the money from your account.

- We might ask you to pay us up to £35 for any payments that were taken out of your account before you told us your security information or devices were lost or stolen.

If we think you aren't owed a refund, we'll tell you why unless there are legal reasons why we can't.

When will you see the refund in your account?

If we owe you a refund, you'll see the money in your account by the end of the next working day after you contacted us.

There might be a delay if the law prevents us from giving you a refund, or if we reasonably think you have acted fraudulently and we have written to the police or other law enforcement agency about this.

Can Cynergy Bank take the refund back?

Sometimes, we give you a refund while we're still investigating what went wrong. In those cases, we might need you to give us more information to find out what has happened.

If we find out we gave you a refund and we shouldn't have, we can take it back. We'll tell you if we are going to do this.

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You've been a victim of an APP scam

An Authorised Push Payment (APP) scam is a payment you authorised, but you were tricked or persuaded into:

- sending a payment to a fraudster, or
- sending a payment for a purpose you thought was legitimate but turned out to be fraudulent.

If you think you've been of a victim of an APP scam, you should tell us as quickly as possible. But you must tell us within 13 months of the date of the last scam payment being made. If you don't let us know in time, you might not get the money back.

You can find our contact information in the "Getting in touch with us" section at the beginning of this agreement.

When you'll get a refund

If we agree to refund you for a scam, we'll usually do this within 5 working days from when you tell us about the scam. But if we need more information to investigate, it could take up to 35 working days. We'll only refund you if the payment was made by bank transfer in British Pounds to another UK account. We'll refund you up to the amount set by our regulators.

But you may not get a refund if you were careless when making the payment. For example:

- You ignored a warning from us, the police or an authority that you might be a victim of a scam;
- You knew or suspected you have been a victim of a scam but didn't report it to us promptly, once you became aware of it;
- You haven't responded to our reasonable requests for information to help us investigate.

What happens next

If you think you've been victim of a scam you agree to report the crime to the police or Action Fraud or let us do so and help us and them as far as possible with their enquiries to help identify and stop the fraudsters.

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A payment is incorrect

If you think one of your payments isn't correct, you should get in touch with us as quickly as possible. If you don't let us know there is a problem within **13 months** of the payment being made, we won't always be able to help you.

You can find our contact information in the "Getting in touch with us" section at the beginning of this agreement.

What happens next

We'll try to fix things if there is a problem with your payment. What we can do depends on why the mistake was made and who made it.

The information below tells you what your rights are.

If we made a mistake

The payment is for the wrong amount

If we make a payment for the wrong amount, we'll do our best to put things right. This means that:

- if you paid more than you should have, we'll refund you the difference, or
- if we paid too little, we'll refund you the payment in full.

We'll also pay back any interest or charges you've missed out on or shouldn't have paid.

Your payment wasn't received

If your payment wasn't received at all, we'll take steps to try and trace it.

If we made an error (for example, we didn't send the payment when you asked us to, or we sent it to the wrong place), we'll give you a full refund. You'll receive this at the latest by the end of the next working day.

Your refund will be for the full amount of the payment, as well as any interest or charges you've missed out on or shouldn't have paid.

Your payment is late

Your payment is late if it takes longer than the time we say it will take.

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You can find more information on how long your payment should take in the section "Making and receiving payments" above. The time it takes depends on whether you are making the payment or receiving the payment.

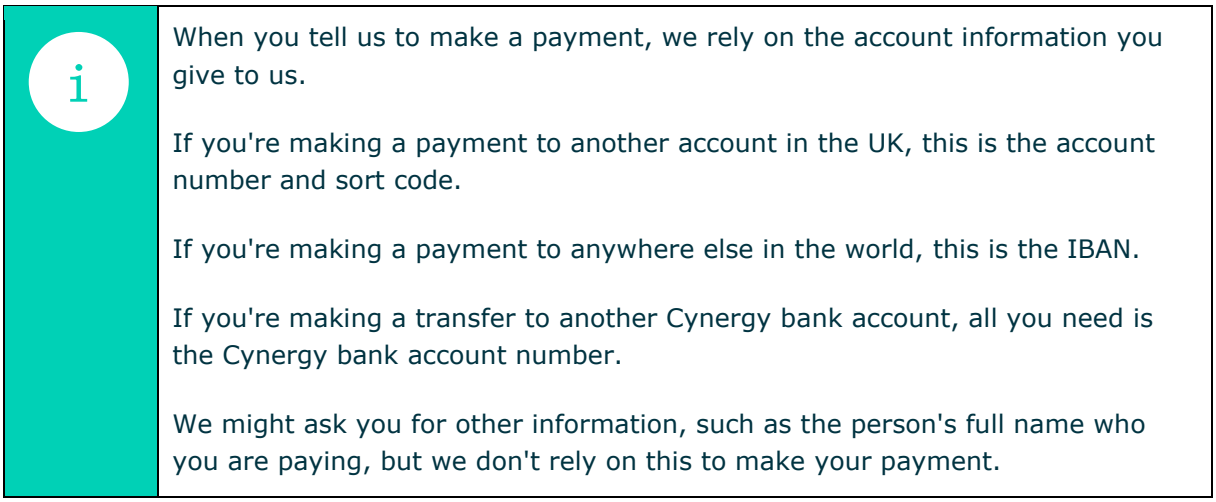
If a payment you're sending is late arriving and this is our fault, you can ask us to get in touch with the other person's account provider. We can ask their account provider to treat the payment as if it was made on time.

If a payment we've made into your account is late and this is our fault, we'll make sure we pay the right amount into your account. We'll also refund you any interest or charges you have missed out on or shouldn't have paid.

If you made a mistake

If you give us the wrong information when you ask us to make a payment, we aren't responsible but we'll still try to help you get your money back. We may charge you, but we'll always tell you the maximum amount you'll pay first.

If we can't get your money back for any reason, you can write to us to ask for all the information we have on the payment so that you can try to get the money back yourself.



When we aren't responsible

We aren't responsible for all payments that go wrong. If there's a problem with your payment for any of the reasons we explain below, we won't be responsible to you.

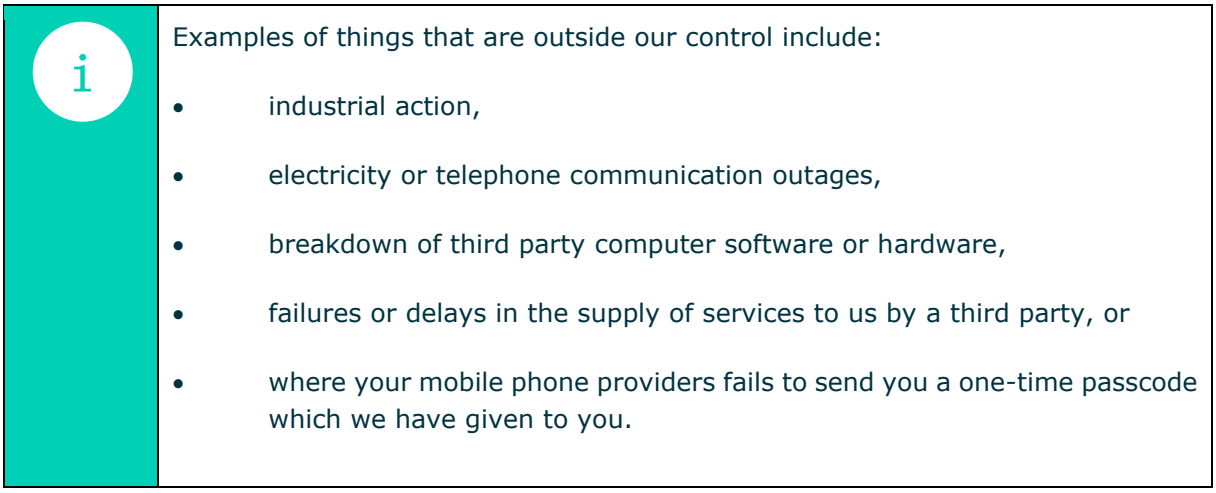
For example, we won't be responsible for a payment going wrong or any losses you suffer if:

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- we can show that your Nominated Account provider received the right amount and the payment was received on time. If that's the case, it will be the responsibility of the other account provider to fix things,
- we can show that you, or someone with permission to use your account, agreed to the payment and it wasn't affected by a technical error or breakdown which we caused,
- we refused your payment for any of the reasons set out in the "When we can refuse a payment" section,
- something went wrong because of abnormal and unforeseeable circumstances which were outside our control, and despite our best efforts to avoid it, or
- there's a problem with your payment because we needed to follow any UK laws or regulations.



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PART B - YOUR ACCOUNT

How we will communicate with you

If we need to tell you something, we will write to you by post, email, text message or by posting it within the secure area of your online account. Or your Relationship Manager will get in touch with you.

	Secure Message If you've registered for Online Banking, we can get in touch with you by sending you a secure message through the Online Banking portal.
	Telephone We can call you on your telephone number.
	Text Message We can send a text message to your mobile phone.
	Post We can write to you by post at your correspondence address.
	Email We can send an email to the email address you've given to us.
	Relationship manager We may communicate with you through your Relationship Manager who may contact you by Telephone or Email.

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We'll always contact you using the most recent contact details we have. These will be the contact details you gave to us when you opened your account, unless you've told us that they have changed since then.

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Telling us if your personal information has changed

If any of your contact details, or the information you provided us about your business with when you opened your account change, please tell us as soon as possible. For example, you need to tell us if your registered correspondence address changes. You should also let us know if any of your authorised signatories change their signature. We'll need a new specimen signature to be provided to us before we'll be able to rely on their signature. You should also tell us if any of the details we hold for them change.

You can find our contact information in the "Getting in touch with us" section at the beginning of this agreement.

We aren't responsible to you if you don't let us know you've changed your contact details and we aren't able to get in touch with you.

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Changes to this agreement, interest rates and charges

Our agreement with you could last a long time, so we'll need to make changes to it from time to time. For example, we may need to:

- introduce new charges or change existing charges,
- change interest rates we pay you (including the margin against which the interest rate is set), or
- change the terms of your agreement.

Here are some examples of why we might need to make changes:

Changes in law

Where the law changes or there is a change in a code of practice we comply with. This includes where we respond to decisions of a court or an ombudsman.

Meeting regulatory requirements

This means making sure that our business is run in a way which does what our regulators ask. This might be where there are changes in these requirements or to make sure we continue to meet existing requirements.

Changes in market rates

Where there are changes to relevant market rates. For example, the Bank of England base rate may increase or decrease, which would impact on the interest rates we pay you. This could lead to us increasing or decreasing our interest rates.

Changes to our products and services

If we're introducing a new or improved service, or we're replacing or withdrawing a service or product we provide to you.

Changes to our processes or technology

If we need to change the way we do things, for example our operating processes, technology or systems, or the way we make payments.

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Making sure we run our business efficiently

Where we need to make sure that we run our business efficiently and in line with general banking practice.

Running costs

Where there are changes in our costs, which mean we need to change or bring in new interest rates or charges.

Changes in your favour

To make this agreement clearer or more favourable to you.

We'll only make changes to the terms and conditions and charges if the change is reasonable and proportionate. We can change the margin against which the interest rate is set for any valid reason.

Telling you about changes to interest rates

Changes to your Interest Rate following a change to Base Rate

If the interest rate is changing automatically to reflect any change to the Bank of England Base rate (and we're not changing the margin against which the interest rate is set) we don't need to give you notice when this happens. We'll tell you by displaying this information on our website and in Online Banking and the Cynergy Mobile Banking app once the change has taken effect.

Increasing the margin

If we increase the margin against which the interest rate is set this will increase your interest rate. We might not tell you beforehand about this change. However, we'll tell you as soon as possible after we've introduced the change. We don't have to give you notice about this. Instead, we can tell you by displaying information on our website. We'll display this information within a reasonable time of the change taking effect.

Reducing the margin

If we reduce the margin against which the interest rate is set this will reduce your interest rate. We'll tell you at least 14 days before we reduce your interest rate. If you don't want to accept the reduced rate, you can close your account without notice or loss of interest within 30 days of the notification.

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Telling you about changes to terms and conditions or charges

Changes to terms or charges relating to making payments on your account

If we make a change to the terms of this agreement or a charge which relates to the making of payments in and out of your account, we will give you at least two months' notice in writing. If you don't accept the change, you will have two months from the date of the notification to close your account without notice, charge or loss of interest.

If you don't tell us that you want to close your account before the deadline we give you, we'll take this to mean that you've agreed to the changes. The changes will apply to you when they come into effect.

Telling you about any other types of changes

If we make any other type of change to the terms our agreement or charges not related to the making of payments:

- If the change is to your advantage, we may not tell you beforehand. In this situation, we'll tell you within 30 days of the change;
- If the change isn't to your advantage, we'll give you at least 30 days' notice before a change takes effect. We'll do this by a message on your statement or a separate communication.

If we give you advance notice about a change that is not to your advantage and you aren't happy with the change, you'll have the option of closing the account. You'll be able to do this without charge or loss of interest at any time during the 60 days from the date of the notification of changes. If you don't tell us that you want to close your account before the deadline we give you, we'll take this to mean that you've agreed to the changes. The changes will apply to you when they come into effect.

If we make a major change or a lot of minor changes in one year, we'll provide you with a copy of the new terms and conditions or a summary of the changes.

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Closing your account

This agreement has no end date. This means it will continue until it is ended by either us or you.

When we can close your account

Closing your account on giving notice

In some circumstances, we might have to close your account and end this agreement. We can do this as long as we tell you at least 90 days' before. We'll tell you the reason(s) why we're ending our agreement and give you details of your right to complain.

In some cases, we might need to close your account on less notice or immediately. We won't always be able to tell you before we do this.

When we can close your account immediately

We can end this agreement and close your account immediately if:

- we find out any of the information you provided to us when entering into this agreement was false or incorrect and, had you provided the correct information, we would not have entered into the agreement,
- you behave in a threatening or abusive way towards our staff,
- we reasonably believe that we would be breaking any laws, regulation or other rules we need to comply with by keeping your account open,
- there has been a change that means you are not, or are no longer, permitted or licensed to conduct your business activities,
- you have failed to provide us with any Know Your Customer, Anti-Money Laundering, Sanctions or other information we have requested from you or which you are required to give us regarding your business, your holding of client money or the identity of your underlying clients and this creates financial crime risk,
- we are not satisfied with the outcome of any periodic 'Know Your Customer' or other diligence or background checks,
- we're required to do so under law, regulation, court order or an instruction or requirement of any government, regulatory or law enforcement agency,

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- we have reasonable grounds to suspect you are using, or have tried to use your account for reasons that are illegal or for criminal activity, including receiving the proceeds of crime into your account, or

- we reasonably believe your account is being used in a way that involves, or is likely to involve, the commission of an offence.

If we need to close your account immediately, we'll try to tell you as soon as possible and give you the reasons why (unless there are legal reasons why we can't).

When you can close your account

You normally have 14 days from the date you opened your account to ask us to close it. If you want to close your account, all you need to do is get in touch with us. We'll usually ask you to put your request in writing. You can find our contact information in the "Getting in touch with us" section at the beginning of this agreement.

Otherwise, you can close your account at any time.

What happens when your account is closed

Once your account has been closed, you'll no longer be able to use it to make payments and the services we provide to you under this agreement will end. The closed Client Account will remain viewable in Online Banking for six months.

Even though your agreement has ended, there are still some things you need to do.

You'll need to give back anything that belongs to us. You should send us these things by post.

We'll send the money in the Client Account to your Nominated Account, within two working days of us closing your account.

When we might need to keep your account open

Sometimes, we need to keep your account open for a little while longer. We'll only do this for the following reasons.

If you still owe us money.

If you owe us money, your account will stay open until you've repaid us in full.

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For any payments you have made which haven't come out of your account yet.

If we keep your account open for these reasons, you won't be able to use your account or any benefits during this time.

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Making a complaint

We hope that you're happy with our services, but we know that isn't always the case.

If you want to make a complaint, you can let us know by using the contact information below.

	**Email** You can email us at complaints@cynergybank.co.uk.
	**Telephone** If you'd like to speak to our Customer Care Team, you can contact us by telephone. You can contact us on: • 0345 850 5555 (if you're in the UK) • +44 (0)20 3375 6422 (if you're outside the UK) For more information on our opening hours, call charges and other ways to contact us please visit our website www.cynergybank.co.uk/support/contact-us We may record calls for monitoring and training.
	**Post** You can write to our Customer Care Team at our address: Customer Care Team PO Box 80030 London EC4P 4NG

You can also find more information on our complaints process in our information booklet. This is included on our website here:

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Website

Visit https://www.cynergybank.co.uk/contact/

and click the Complaints tab towards the bottom of the page.

What happens when you make a complaint

When you tell us about a complaint, we'll do our best to put things right.

If you're still unhappy after we tell you your complaint has been resolved, you may be able to take your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service to resolve complaints. If the Financial Ombudsman Service decides that you have been treated unfairly, they have the power to put things right.

You can get in touch with the Financial Ombudsman Service by:

Telephone

0800 023 4567 (this phone line is free of charge if you are calling from a fixed line phone)

0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

Online Standard template complaint forms are available at https://www.financial-ombudsman.org.uk/consumers/how-to-complain.

Further details about the Financial Ombudsman Service will be provided in the letter we send to you, that tells you your complaint has been resolved.

You can also visit their website for further information:

Website

Visit https://www.financial-ombudsman.org.uk.

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How money in the Client Account is protected

We are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS can pay compensation to eligible depositors at banks if the bank is in default and could not return the money to accounts.

Not all deposits are eligible for FSCS protection, please see the FSCS Information Sheet and Exclusions List or go to the FSCS website at www.fscs.org.uk for more information.

You are not eligible for the FSCS protection in respect of the funds in the Client Account. Instead, it is your clients (on whose behalf you hold client monies in the Client Account) who may be eligible for FSCS protection.

You must provide your clients with information about the compensation provided by the FSCS (including amounts covered and whether they are eligible to make a claim), including the FSCS Information Sheet and Exclusions List and the FSCS's contact details.

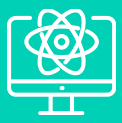
It is your responsibility to keep full and accurate records of your underlying clients and the funds you hold on their behalf.

If you have a compensation related query you can also contact the FSCS directly, using their contact details below. 	**Telephone** If you would like to speak to the FSCS, you can contact them by telephone. Their lines are open from: • Weekdays (excluding public holidays) - 9.00am to 5.00pm (UK time) You can contact them on: • 0800 678 1100 (if you're in the UK) • +44 (0)20 7741 4100 (if you're outside the UK)

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	**Post** You can write to the FSCS at their address: Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY
	**Online** You can contact the FSCS by visiting their website at www.fscs.org.uk

Other legal information

Set-off

If you don't pay back money you owe us when you should've done, we won't deduct any sums from your Client Account to reduce or repay what you owe to us under this agreement or any other agreement between you and us.

You don't have a right of set off against us.

Making a claim against us

If there's a problem with your account or the services we provide to you, we'll try to fix it if we can.

But there are some things we won't be responsible for, even if they do go wrong. For example, we won't be responsible if:

- we can't carry out any of our responsibilities under this agreement for legal or regulatory reasons,
- we take directions from any entity that regulates you or from any insolvency practitioner who has authority to act in relation to your business affairs and/or the Client Account,
- if something happens that is outside our control and we couldn't have avoided it, despite our best efforts to,

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- if you have acted dishonestly (for example you have committed fraud), or
- you're claiming any direct or indirect loss you suffer, like loss of profit, opportunity, business or loss or damage of goodwill.

Nothing in this agreement will stop us from being responsible to you if we have acted fraudulently or with gross negligence, or if the law stops us from excluding our responsibilities for any other reason.

Indemnity

You will indemnify and hold us harmless from and against all losses, liabilities, damages, costs or expenses (including reasonable legal costs) arising out of or in connection with your breach of any obligations you owe to your underlying clients, or any claim by any of your underlying clients, or any investigation, disciplinary action, censure, or enforcement action taken against you by any court, ombudsman, professional body or regulatory authority, relating to your holding of client monies in the Client Account. This provision will survive termination of this agreement.

Whether your agreement can be transferred to someone else

We can transfer any of your rights and obligations under this agreement to another business. We don't need to ask you before doing this.

You can't transfer any of your rights and obligations under this agreement.

How we use your information

We collect and use your personal information. Our privacy policy explains when, how and why we do this. You can find our privacy policy on our website at www.cynergybank.co.uk.

Sometimes, we'll send your personal information to other businesses. We'll do this if:

- our privacy policy says we can,
- you have separately told us we can,
- the law tells us we have to, or
- we have a public duty to. For example, if we think you should be paying tax in another country, we might send some of your information to HMRC or other tax bodies.

Fraud prevention agencies might also hold information on you. If they do, we can use this information. Please contact us if you want to know:

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- which fraud prevention agencies we use, or
- anything else about your personal information.

If you think that any of the information we hold about you isn't right, please tell us.

After your account is closed, we'll keep your data in accordance with our data retention policy. You can find our data retention policy on our website at www.cynergybank.co.uk.

Which laws apply

The agreement is governed by the law and regulations of England and Wales. The laws and regulations of that country will also decide any legal questions about our relations with you before the agreement is entered into.

You can bring a claim against us in the courts of England and Wales.

What language will we use

We will always contact you in English.

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PART C - OPTIONAL FEATURES

Text Message Services

When you open a Client Account with us, we will ask you if you want to sign up to Text Message Services. We don't charge you for Text Message Services.

Text Message Services is a service we provide. You can request that we send you certain account information by text message, such as your weekly balance information. We'll ask you to choose what information you would like to receive when you sign up to Text Message Services.

How to switch on Text Message Services

You can subscribe to Text Message Services through your Online Banking or by getting in touch with us by telephone during our opening hours. Your Text Message Services will usually be active by the end of the day.

Who can use Text Message Services

As long as you have a mobile phone that is compatible with a UK network and can send and receive text messages, you'll be able to subscribe to Text Message Services.

You won't be able to use Text Message Services from:

- non-UK mobile phone numbers,
- fixed line telephones,
- computers that can receive text messages, or
- virtual phone numbers beginning with '070'.

How accurate is the information we send you?

When you receive a text message via Text Message Services from us, the information we give you will be correct at the time we sent the message. The text message we send you will say what time this is. The time we send the text message may be different to the time you receive it.

Please visit www.cynergybank.co.uk/text_services for information on the services available via Text Message Services.

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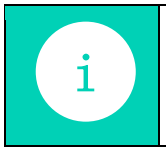
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How to stop Text Message Services

If you change your mind and no longer want to receive Text Message Services, you can ask us to unsubscribe from this at any time through your Online Banking or by phone.

If you unsubscribe from Text Message Services, we will stop sending your account information to you by text message. This will take effect by the end of the day you asked us to stop.



If you unsubscribe from Text Message Services, this doesn't mean we will never get in touch with you by text. For example, we might still get in touch with you by text if we think there is a risk of fraud on your account.

Security

You must read any text messages carefully that you receive via Text Message Services. If any text messages appear strange, please contact us as soon as possible.

When you use our Text Message Services, you agree that you will:

- follow all reasonable security procedures we tell you about from time to time, and
- safely keep any text messages you receive via our Text Message Services.

You should not share the information you receive from us via Text Message Services with anyone else.

If you think that someone else can access your mobile phone or you have lost it, you should unsubscribe from Text Message Services through your Online Banking or by getting in touch with us to ask us to unsubscribe for you.

You should also follow the steps in the "Keeping your account safe" section of this agreement.

If this happens, we can register a new mobile phone for you which you can use for Text Message Services.

Keeping your contact information up-to-date

It is your responsibility to keep your contact information up-to-date.

If you change your mobile phone number, you must immediately update it on your Online Banking or contact us using the details in the "Getting in touch with us" section at the beginning of this agreement.

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Things we aren't responsible for

If you use our Text Message Services, we won't be responsible for:

- any charges a third party may charge you for sending or receiving messages via Text Message Services, or
- any losses you may suffer if your mobile phone network provider fails to deliver any text message we send to you on your mobile phone number.

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Cynergy Mobile Banking app

You can also use our Cynergy Bank Mobile Banking app for all your business banking needs on-the-go. This app allows you to manage your finances with the same credentials used for Online Banking, providing you with enhanced convenience and security.

What you need for the Cynergy Mobile Banking app

To set up and use our Cynergy Mobile Banking app, you will need the following:

- OLB ID: the Online Banking User ID received on account opening

To activate the mobile app, you will be asked to provide the following details, which match the information you used when registering for Online Banking:

- Date of birth,
- Last name,
- Post code,
- Online Banking Password,
- Mothers' maiden name.

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