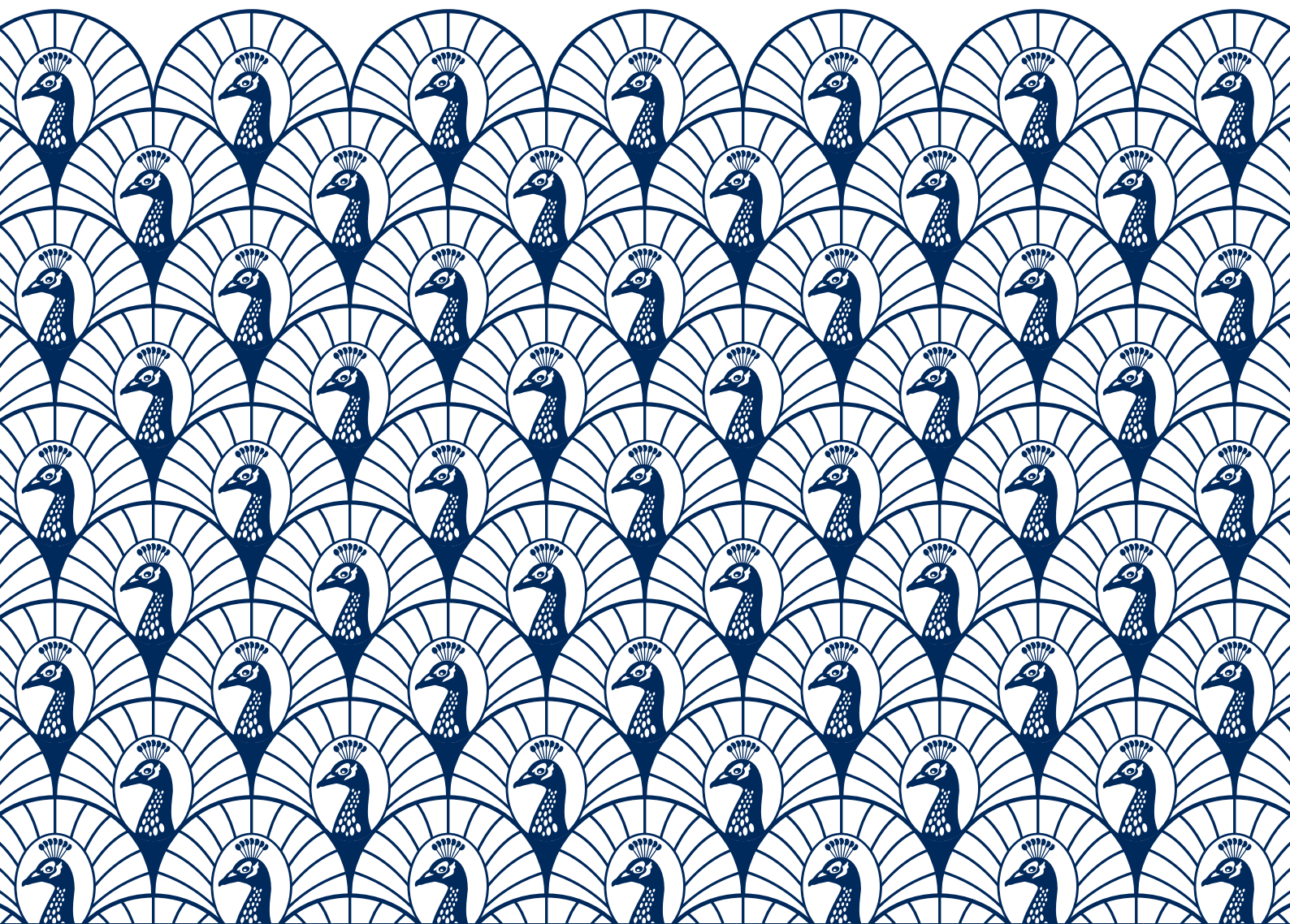




ARBUTHNOT LATHAM

Bankers since 1833



Digital Banking Terms

Effective 21 November 2022

## 1. Definitions

In these terms and conditions, the following words have the following meanings:

**Account** means all or any of your sterling, foreign currency or Charge Card accounts held with us.

**Additional Cardholder** means a third party to whom we have issued, on your request, an additional Charge Card in accordance with the terms of the Charge Card Terms & Conditions.

**Agreement** has the meaning given to it in the Banking Terms & Conditions.

**Application** means the mobile application that provides access to the Mobile Banking Service or the Arbuthnot Latham Cards App, as applicable.

**Applications** means both these applications.

**Application Store** means the Apple App Store or Google Play, or any other applicable app store.

**Arbuthnot Latham Cards App** means the services available to you via the Arbuthnot Latham Cards App, as described in term 5.2.1 of these Terms.

**Authorised Person** means a person named on your Online Banking Mandate who is entitled to view, input information, operate your Account or provide instructions to us in respect of your Account under the Agreement.

**Authorised User** means a person designated by you as being authorised to instruct FX Transactions via the FX Portal on your behalf.

**Banking Terms & Conditions** means the Private Banking Terms & Conditions or the Commercial Banking Terms & Conditions relating to your Account and previously issued to you by Arbuthnot Latham & Co., Limited as the same may be varied, amended, modified or supplemented by us from time to time.

**Business Day** means between 09.00 and 17.00 (GMT) on a day which banks are open for general business in London (other than Saturday, Sunday and Bank Holidays). On Christmas Eve and New Year's Eve, or the nearest working day if either falls on a weekend, the office will close at 14.00 (GMT).

**Card** means any Arbuthnot Latham debit card, charge card or currency card we may have issued to you in respect of your Account.

**Card Transaction** means the use of your Card for any purpose including where you use your Card to make a payment in pounds or in a foreign currency. This can be in a shop, online, over the phone ("Debit card payment in pounds" and "Debit card payment in a foreign currency") or cash withdrawals.

**Charge Card Terms & Conditions** means the Arbuthnot Latham Charge Card Terms & Conditions or the Arbuthnot Commercial Charge Card Terms & Conditions relating to your Charge Card or Commercial Charge Card, as applicable, and previously issued to you by us as the same may be varied, amended, modified or supplemented from time to time.

**Charges Documents** means either the Charges Schedule containing information on our Commercial Banking fees and charges or the Fee Information Document for Personal and Non-Personal Clients (where applicable), as amended, modified or supplemented by us from time to time.

**Device** means a computer, or any other electronic device (including mobile phones and tablets) by which, from time to time, you may access the Digital Banking Services or register, use or keep your Card on a Digital Wallet.

**Digital Banking Services** means the Online Banking Service, the Mobile Banking Service, the Arbuthnot Latham Cards App and the FX Portal collectively.

**Digital Wallet** means a virtual wallet that stores payment card information on a Device deemed eligible by the Digital Wallet Provider, in accordance with the terms and conditions of the Digital Wallet Provider, that enables you to make payments using the stored payment card information.

**Digital Wallet Provider** means a third party provider of a Digital Wallet for example Apple Pay and Google Pay. Arbuthnot Latham is not a Digital Wallet Provider.

**EEA** means the European Union countries and also Iceland, Liechtenstein and Norway.

**FX Portal** means our internet-based foreign exchange ('FX') platform, made available to you via our Website, for the purpose of carrying out FX Transactions.

**Mobile Banking Service** means the mobile application that provides banking services, as described in term 4.4.1 of these Terms.

**Online Banking Mandate** means the mandate listing your Authorised Persons who can access the Online Banking Service in respect of your Account.

**Online Banking Service** means the banking services hosted and made available to you via the internet on our Website, as described in term 3.4.1 of these Terms.

**Payment Instruction** means an instruction from you to make a Payment Transaction from your Account.

**Payment Times Document** means the document that shows, for each type of payment, how we can accept your Payment Instructions, what the cut-off times for giving Payment Instructions to us are, when will the recipient receive the funds and whether you can arrange a payment to be sent on a future date or be cancelled.

**Payment Transaction** means when we transfer money, on your instruction, from your Account to another account in the UK or outside the UK ("Sending money within the UK" and "Sending money outside the UK"), or when you make a Card Transaction.

**PIN** means a Personal Identification Number.

**Security Details** means any details or security procedures you must follow or use to make a Payment Instruction, confirm your identity or access a Device (for example a password, security code, PIN, other code(s) or biometric data such as a fingerprint).

**Terms** means these Digital Banking Terms relating to your use of the Digital Banking Services, as the same may be varied, amended, modified or supplemented from time to time.

**Third Party Provider** means a third party provider which is authorised by the FCA or an EEA regulator to access information and/or give instructions to make payments from online payment accounts operated by other providers (such as us and other building societies, banks and credit card issuers).

**Website** means our website at **www.arbuthnotlatham.co.uk** from which the Online Banking Service may be accessed, or such other web address as we may notify you from time to time.

**We, us, our** means Arbuthnot Latham & Co., Limited and our parent company Arbuthnot Banking Group PLC and also includes a reference to our agents and partners.

**You, your** means you, our private banking or commercial banking client and includes a reference to any Authorised Persons, Cardholders or Additional Cardholders.

Words and expressions which are given a special meaning in the Banking Terms & Conditions will have the same meanings when used in these Terms.

## 2. Terms & Conditions Overview

### 2.1. These Terms:

- 2.1.1. set out the basis on which you may use the Digital Banking Services provided to you by us; and
  - 2.1.2. if applicable, where you register, use or keep your Card in a Digital Wallet on your Device. The Digital Wallet Provider will have terms and conditions that apply to your use of the Digital Wallet, which are separate from these Terms.
- 2.2. No one else apart from you and us have any rights under, or may enforce, these Terms. For the purposes of this term 2.2, “you” only refers to our private banking or commercial banking clients and does not include reference to an Authorised Person or a Third Party Provider.
- 2.3. These Terms are supplemental to the Banking Terms & Conditions previously issued to you in relation to your Account and form part of, and are to be read together with, those Banking Terms & Conditions. The Banking Terms & Conditions shall remain in full force and effect and your Account will continue to be governed by the Banking Terms & Conditions.
- 2.4. By using the Digital Banking Services and/or registering, using or keeping your Card details in a Digital Wallet you agree to these Terms.
- 2.5. We are committed to protecting and respecting your privacy and we will only use your information in accordance with Data Protection Legislation. The Arbuthnot Latham Privacy Notice explains the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read it carefully to understand our view and practices regarding your personal data and how we will treat it. You can find the Arbuthnot Latham Privacy Notice and Cookies Policy at [www.arbuthnotlatham.co.uk/privacy-notice](http://www.arbuthnotlatham.co.uk/privacy-notice) and [www.arbuthnotlatham.co.uk/cookies-policy](http://www.arbuthnotlatham.co.uk/cookies-policy) or you can request a copy from us. The Arbuthnot Latham Privacy Notice is separate from any privacy policy or notice provided by a Digital Wallet Provider.

## 3. Online Banking Service

### 3.1. Establishing your use of the Online Banking Service

- 3.1.1. Once we have accepted you as a user of the Online Banking Service, your log in ID and password will be sent via email or text together with instructions on how to set up your access and, where applicable, to enable Authorised Persons to use the Online Banking Service for the first time.
- 3.1.2. You must keep your Security Details, the set up information and all other security details in connection with your Account and the Online Banking Service strictly confidential and you must take care not to disclose them to any third party who has not been authorised by you to have such information.

### 3.2. Joint Accounts

- 3.2.1. You can use the Online Banking Service to access any joint Account you have. To use the service, each Account holder must register separately for the Online Banking Service. Your Account

must be set up so that either Account holder can give us instructions and authorise transactions independently of the other Account holders.

- 3.2.2. As a joint Account holder, the liability under these Terms is joint and several. This means that you and any joint Account holders are liable together, but also individually.
- 3.2.3. As soon as one of you tells us that another joint Account holder is no longer allowed to authorise transactions, or if we reasonably believe transactions should be authorised by you both jointly, we will suspend the Online Banking Service on that Account.

### 3.3. Authorised Persons

- 3.3.1. You may request that we provide a third party with the ability to view your Account, input information in relation to your Account, operate your Account or accept instructions in relation to your Account by completing and signing the Online Banking Mandate. You will be able to nominate third party users and limit their activities in relation to each of your Accounts via the Online Banking Service. On the Online Banking Mandate, we will ask you verify any third party user and to set parameters in respect of their activities in connection with your Account. We may require additional identity documents for each Authorised Person. You should be aware that if you allow a third party user to provide us with instructions in respect of any of your Accounts, then the third party user will be able to administer your Account and effect transactions on your behalf via the Online Banking Service.
- 3.3.2. You will be responsible for the actions and omissions of any Authorised Persons on your Mandate as if they were your own actions and omissions.
- 3.3.3. You will procure that all your Authorised Persons will, at all times, adhere to these Terms, to the conditions of use in respect of the Website and to any other instructions which we may issue from time to time in respect of the Online Banking Service.
- 3.3.4. We may be required to impose certain restrictions on use of the Online Banking Services for Authorised Persons where we have reasonable grounds to do so including for reasons relating to the security of your Account.
- 3.3.5. The Arbuthnot Latham Privacy Notice explains the basis on which any personal data we collect, or that you provide to us, will be processed by us, including that of your Authorised Persons. Please ensure any Authorised Persons read it carefully. You can find the Arbuthnot Latham Privacy Notice at [www.arbuthnotlatham.co.uk/privacy-notice](http://www.arbuthnotlatham.co.uk/privacy-notice), or you can request a copy from us.

### 3.4. Scope of the Service

- 3.4.1. The Online Banking Service is designed to assist you with the administration of your Account over the internet and to provide you with a means of sending us messages and instructions concerning your Account. By way of example, you may use the



Online Banking Service to:

- a) view and download transaction information and statements;
  - b) view and download the Statement of Fees (where applicable);
  - c) access summary information about your Account(s);
  - d) order cheque books, paying in books and copies of statements;
  - e) make Payment Transactions from your Account;
  - f) send us Payment Instructions; and
  - g) send us secure messages regarding your Account(s).
- 3.4.2. The list of services contained in term 3.4.1 above is not exhaustive or conclusive. Full details of the functionality of the Online Banking Service will appear on the Website and from time to time, the scope of the services may change.

### **3.5. Accepting and Processing Payment Instructions**

- 3.5.1. You acknowledge that you are responsible for all Payment Transactions carried out using the Online Banking Service and for the repayment of any debt that arises from the use of the Online Banking Service.
- 3.5.2. You irrevocably authorise us to process and act upon Payment Instructions and messages in connection with your Account received via the Online Banking Service. We may withdraw monies from your Account, credit monies to your Account and effect Payment Transactions and Payment Instructions if we receive instructions to do so, where we reasonably believe such instructions to be valid.
- 3.5.3. You need to make sure you give us the right details so that we can ensure your Payment Transaction goes to the right account. If you enter the wrong details, the payment might not go through or it might go to a wrong account. While we are not held responsible for this, we will help you to try and get your money back. We explain this in more detail in the Banking Terms & Conditions.
- 3.5.4. The execution time for Payment Transactions depends on the method of transmission and the currency involved. Please refer to the Payment Times Document available on the Website for more information on Payment Transaction cut-off times and to our Banking Terms & Conditions for further information on our Business Hours and Business Day.
- 3.5.5. You can send us your Payment Instruction using the secure messaging function of the Online Banking Service as set out at term 3.8. A Payment Instruction sent to us via a message will not be simultaneous with your required Payment Transaction, so you should always allow for processing time when planning your Payment Instructions and Payment Transactions. If you send Payment Instructions by a message outside the specified cut-off times set out in the Payment Times Document, the Payment Instruction will

not be processed until the next Business Day. You should not rely upon any of your Payment Instructions or requests as having been complied with, unless and until the relevant Payment Transaction status report on the Online Banking Service indicates that your Payment Transaction is confirmed or otherwise complete.

- 3.5.6. We may refuse to follow Payment Instructions, or delay a payment, where we have reasonable grounds to do so. If, at any time we suspect a security breach or threat, mistake or fraud, we may delay processing your instructions or responding to your communications or we may suspend the Online Banking Service as contemplated by terms 8.1.4 and 8.8. We explain this in more detail in the Banking Terms & Conditions.
- 3.5.7. You agree that you will comply with any notices, messages or instructions displayed on your Device, or which we otherwise send to you, when you are using the Online Banking Service. All such notices, messages and instructions are deemed incorporated in these Terms.

### **3.6. Security**

- 3.6.1. We will ask you to confirm your identity when you log on and before we accept certain instructions you give us through the Online Banking Service. We may apply additional security checks to help confirm your identity.
- 3.6.2. Where you authenticate an Online Banking Service session and you do not carry out any action for a period of time, the session will be terminated and you will need to re-start the authentication process.
- 3.6.3. We shall use reasonable endeavours to keep the Online Banking Service free from viruses and corrupt files but cannot guarantee this. If we detect these or any potential unauthorised or fraudulent payment transactions, we may suspend, restrict or block your access to the Online Banking Service or the use of your Security Details. If this happens, you and any other Authorised Persons and Third Party Providers may not be able to access some or all of our Online Banking Service until the reason for suspending, restricting or blocking it ends, and we may ask you to use new Security Details.

### **3.7. Technological Requirements**

- 3.7.1. You can use the Online Banking Service provided that you have equipment which is compatible with our systems. Please refer to the "Help" section of the Website for further information on our systems.
- 3.7.2. We may make available installation or other software for operation of the Online Banking Service and we give you permission to use the software and other items for the purposes of your installation and use of the Online Banking Service.
- 3.7.3. You agree that you have no rights in the software or other items supplied to you in connection with the Online Banking Service and you agree to use

the same only in accordance with our instructions.

3.7.4. You will not use the software or other items for any unlawful purpose, nor will you attempt to copy, modify, reverse engineer, merge or decompose any software or other items that we may supply to you.

3.7.5. We shall not be liable to you for any loss or damage suffered by you as a result of you not being able to use the Online Banking Service. We recommend that you only utilise the Online Banking Service using a Device which has the most up to date anti-virus, firewall and security patch software. Please refer to the "Help" section of the Website for further information.

3.7.6. You are responsible for ensuring that:

- a) the Device you use to access the Online Banking Service is kept fully operational;
- b) any software installed on your Devices are kept virus free; and
- c) all your important data is backed up at regular and frequent intervals.

### **3.8. Messaging**

3.8.1. You may send us and we may send you secure messages via the Online Banking Service. You should check your messages regularly as they may contain important information about your Account.

3.8.2. If you send us a message, we will respond in two Business Days. If this is not possible, or if we cannot, or are not prepared to respond to your request within this timeframe, or at all, we will aim to let you know this within two Business Days. You should be aware that if you send us a request, you may not be able to reverse or retract that request before it is implemented.

3.8.3. Please refrain from sending us messages which:

- a) relate to matters for which there is already specific functionality within the Online Banking Service, for example, to make a payment or order a written statement;
- b) require immediate attention – please telephone us with any urgent requests;
- c) report the loss/theft or misuse of cheques, Cards, PIN numbers or any of your Security Details for use in connection with the Online Banking Service – please telephone us immediately on: +44 (0)20 7012 2500 which is a 24-hour service with this information;
- d) are offensive, frivolous or otherwise inappropriate.

## **4. Mobile Banking Service**

### **4.1. Establishing your use of the Mobile Banking Service**

4.1.1. You may only register for the Mobile Banking Service where you have signed up to the Online Banking Service and signed on to the Website.

4.1.2. Before you can use the Mobile Banking Service you will need to download it from an Application Store.

4.1.3. When accessing the Mobile Banking Service for the first time:

- a) you will need to register and match your mobile number with your Account;
- b) you will need to provide your online banking logon ID code and password;
- c) You will then receive a six-digit security code via SMS to your mobile phone which you must use to set up your four-digit PIN, fingerprint ID or face ID for accessing the Mobile Banking Service.

### **4.2. Eligibility to receive Mobile Banking Service**

4.2.1. The Mobile Banking Service will be available to all Personal Clients subject to certain conditions. For Non-Personal Clients and Commercial clients (both Corporate Clients and Non-Corporate Clients), please contact us to confirm whether you are eligible to receive the Mobile Banking Service. If your Account is held in joint names, term 3.2 of these Terms will also apply to your use of the Mobile Banking Service.

### **4.3. Authorised Persons**

4.3.1. Where you have requested that we accept instructions in relation to your Account from a third party by completing and signing the Online Banking Mandate, such Authorised Persons will also have access to administer your Account and effect transactions on your behalf via the Mobile Banking Service. If you have allowed Authorised Persons access to your Account, term 3.3 of these terms will also apply to your use of the Mobile Banking Service.

### **4.4. Scope of the Service**

4.4.1. The Mobile Banking Service is intended to enable you to access information in relation to your Accounts and conduct certain tasks on your Account. By way of example, you may use the Mobile Banking Service to:

- a) access your balance and make transaction enquiries;
- b) make Faster Payments and transfer money between your sterling Accounts;
- c) make sterling payments from your Accounts to existing or new payees; and
- d) view Account statements and secure mail.

4.4.2. The list of services contained in term 4.4.1 above is not exhaustive or conclusive. Full details of the functionality will appear on the Mobile Banking Service and from time to time, the scope of the services may change.

### **4.5. Accepting and Processing Payment Transactions**

4.5.1. You acknowledge that you are responsible for all Payment Transactions carried out using the Mobile Banking Service and for the repayment of any debt that arises from the use of the Mobile Banking Service.

4.5.2. You need to make sure you give us the right details so that we can ensure your Payment Transaction goes to the right account.

4.5.3. When authorising a Payment Transaction ensure that the Payment Transaction was actually made by yourself and that it is not fraudulent. While we

are not held responsible for this, we will help you to try and get your money back. We explain this in more detail in the Banking Terms & Conditions.

## **5. Arbuthnot Latham Cards App**

### **5.1. Establishing your use of the Arbuthnot Latham Cards App**

- 5.1.1. You may only use the Arbuthnot Latham Cards App if you have a Card with us.
- 5.1.2. Before you can use the Arbuthnot Latham Cards App, you will need to:
  - a) download the Arbuthnot Latham Cards App to your mobile phone or tablet from an Application Store; and
  - b) contact us to complete the activation process.
- 5.1.3. When accessing the Arbuthnot Latham Cards App for the first time:
  - a) you must read and accept the terms and conditions contained in the Arbuthnot Latham Cards App to use it;
  - b) match your date of birth and the mobile number that is registered to your Account;
  - c) register and match your mobile number with your Card(s);
  - d) provide your date of birth and mobile number;
  - e) provide the random two-word verification code that is displayed to you on the Arbuthnot Latham Cards App;
  - f) you will receive a six-digit security code via SMS to your mobile phone which you must use to set up your four-digit PIN for accessing the Arbuthnot Latham Cards App.

### **5.2. Scope of the Service**

- 5.2.1. The Arbuthnot Latham Cards App enables you to access information in relation to your Cards and view and manage all your Cards. By way of example, you may use the Arbuthnot Latham Cards App to:
  - a) activate and put a temporary block on your Cards;
  - b) view Card details and transaction history; and
  - c) authenticate online purchases you make with your Card.
- 5.2.2. The list of services contained in term 5.2.1 above is not exhaustive or conclusive. Full details of the functionality of will appear on the Arbuthnot Latham Cards App and from time to time, the scope of the services may change.
- 5.2.3. Display of Card Balance
  - a) Where you use the Arbuthnot Latham Cards App to access information about your debit card, you will see your balance in relation to your Current Account, excluding any Arranged Overdrafts you have on your Account.
  - b) Where you use the Arbuthnot Latham Cards App to access information about your charge card, you will see the balance of the Card Transactions you have made using your charge card.
  - c) Pending Card Transactions may not be included in the balance displayed in the Arbuthnot Latham Cards App.

## **5.3. Card Blocking**

- 5.3.1. You may place a temporary block on your Card through the Arbuthnot Latham Cards App. However, if you would like to block your Card permanently, please contact us on:  
Client Services Support  
+44 (0)20 7012 2900
- 5.3.2. If you have contacted us to block your Card permanently, you cannot unblock the Card using the Arbuthnot Latham Cards App.

## **5.4. Joint Accounts**

- 5.4.1. If you have a joint Account, you will not be able to use the Arbuthnot Latham Cards App to access information for the Cards held by your joint Account holders.

## **5.5. Authenticating Online Purchases**

- 5.5.1. You may use the Arbuthnot Latham Cards App to authenticate a Card Transaction made online with your Card. When authorising a Card Transaction ensure that the Card Transaction was actually made by you and that it is not fraudulent.
- 5.5.2. Once you have authenticated the Card Transaction using the Arbuthnot Latham Cards App, the Card Transaction cannot be stopped or cancelled.

## **6. Digital Wallet**

### **6.1. Using a Digital Wallet**

- 6.1.1. You must be 16 years old or over and have a Card to register, use or keep it in a Digital Wallet.
- 6.1.2. Before you can register, use or keep your Card in a Digital Wallet you must:
  - a) accept the Digital Wallet Provider's terms and conditions. You must read and consider these carefully before accepting them; and
  - b) accept these Terms.
- 6.1.3. You will be able to register your Card to a Digital Wallet via the Arbuthnot Latham Cards App or by following the instructions of the Digital Wallet Provider. If you have queries relating to the Digital Wallet you should ask your Digital Wallet Provider.
- 6.1.4. You acknowledge that the Digital Wallet Provider has the right to decline to register your Card and that we are not responsible for this.
- 6.1.5. We may refuse to register your Card to a Digital Wallet, or block or restrict you from adding your Card to a Digital Wallet where we have reasonable grounds for doing so, such as behaviour that we consider indicative of fraud or if you have an Arranged or Unarranged Overdraft.
- 6.1.6. We may allow you to register the same Card in a Digital Wallet on more than one Device. However, you are solely responsible for keeping the Devices secure and your Security Details confidential. Further details of this are set out in term 8.5.
- 6.1.7. If we issue you a replacement Card for a Card which was registered to a Digital Wallet, it will be your responsibility to register that replacement Card to the Digital Wallet.

## 6.2. Digital Wallet's Scope

- 6.2.1. When you have registered your Card in a Digital Wallet you can make Card Transactions at merchants that have supporting technology to accept Digital Wallets. The Digital Wallet may not be accepted at all places where your Card is accepted.
- 6.2.2. You can authorise a Card Transaction using a Card stored in a Digital Wallet by following the instructions of the Digital Wallet Provider. If you have more than one card stored in a Digital Wallet, you may be required to choose a default card, which may or may not be one of your Arbuthnot Latham Cards. When you authorise a payment using the Digital Wallet, it will relate to your default card, unless you actively choose a different card.
- 6.2.3. Your Digital Wallet may also allow you to view certain recent Card Transactions made by you with your Card.
- 6.2.4. You can remove your Card from a Digital Wallet by following the instructions of the Digital Wallet Provider. We may process any Card Transactions you have made through the Digital Wallet where those Card Transactions were approved before your Card was removed from the Digital Wallet.
- 6.2.5. Your use of, and liability in respect of a Card stored in a Digital Wallet, and liability for any Card Transactions made using the Digital Wallet, is governed by:
  - a) the Banking Terms & Conditions for Arbuthnot Latham debit cards and currency cards; and
  - b) the Charge Card Terms & Conditions for Arbuthnot Latham charge cards.

## 6.3. Card Transactions

- 6.3.1. You acknowledge that you are responsible for all Card Transactions carried out using the Digital Wallet and for the repayment of any debt that arises from the use of the Digital Wallet.
- 6.3.2. By selecting a Card on a Digital Wallet and placing a Device near a merchant's contactless enabled point of sale terminal/reader or using the Card for an in-app or other digital commerce purchase, you are authorising the payment for the merchant's products or services with that Card through the Digital Wallet.
- 6.3.3. Unless you notify us pursuant to term 6.4.2(e), we will assume that any Card Transactions you make using the Digital Wallet are authorised by you.
- 6.3.4. As is usual for Card Transactions, you cannot stop a Card Transaction made using a Digital Wallet once you have authorised it, but we or the merchant may make a refund. Your rights and our liability relating to disputed transactions will depend on the particular circumstances involved.
- 6.3.5. To complete Card Transactions using the Digital Wallet above a certain amount, merchants may require presentation of the Card to authenticate the Card Transaction.

## 6.4. Security

- 6.4.1. When you register a Card in a Digital Wallet,

information about the Card is sent to and stored on the Device in connection with the Digital Wallet.

- 6.4.2. You are solely responsible for the safety and security of any Device on which you have registered your Card in a Digital Wallet. You agree to take all reasonable steps to maintain the confidentiality of any information stored on your Device in connection with the Digital Wallet. In particular you must:
  - a) use appropriate security on the Device;
  - b) never give anyone else your Security Details. If you suspect that someone knows them, change them immediately and if necessary, suspend or disable the Digital Wallet or remove your Card from the Digital Wallet;
  - c) never allow another person to use the Card stored on the Device or Digital Wallet. We will treat this as failing to keep your Card and Security Details safe;
  - d) if you upgrade, change or dispose of a Device, delete your Card from the old Device, and, where you are able to, all personal information. You will then need to re-register your Card to the new Device;
  - e) **contact us immediately if the Device on which your Card is stored is lost or stolen on +44 (0)20 7012 2500.**

## 6.5. Privacy

- 6.5.1. By adding your Card to a Digital Wallet, you acknowledge and agree that we will share your personal and transactional information with the Digital Wallet Provider, payment network or any other third party as necessary to provide the Digital Wallet and process the Card Transactions you have requested through the Digital Wallet. We may also share anonymised information relating to your Card Transactions with the Digital Wallet Provider to help improve and develop its technology.
- 6.5.2. The Digital Wallet Provider is separately responsible to you for how they use and manage any personal and transactional information provided to it.

## 7. FX Portal

### 7.1. Eligibility to use the FX Portal

- 7.1.1. The FX Portal will be available to all Corporate Clients, Non-Corporate Clients, and Non-Personal Clients, subject to certain conditions. For Personal Clients, please contact us to confirm whether you are eligible to register and use the FX Portal.
- 7.1.2. You acknowledge that we have the right to decline your request to register and use the FX Portal.
- 7.1.3. We will confirm to you whether we have accepted your request to register for the FX Portal. Once we have accepted your request to register for the FX Portal, we will set up your access and will provide you with instructions on how to use the FX Portal.
- 7.1.4. You may only register for the FX Portal where you have signed up to the Online Banking Service and signed on to the Website.



- 7.1.5. You will be eligible to use the FX Portal insofar as you hold an Account with us.
- 7.1.6. You may stop using the FX Portal at any time by notifying us in writing or telling us (we may ask you to confirm this in writing).

## 7.2. Authorised Users

- 7.2.1. You may request that we provide an Authorised User with the ability to use the FX Portal. You will be able to nominate Authorised Users and limit their activities in relation to the FX Portal. We will ask you to verify any Authorised Users and to set parameters in respect of their activities in connection with the FX Portal.
- 7.2.2. You acknowledge that we reserve the right to refuse to grant a licence to an Authorised User to use the FX Portal or to disable a licence allocated to an Authorised User. Where we intend to do so, we will inform you beforehand.
- 7.2.3. Where you appoint an Authorised User, they may have unlimited authority to give us instructions relating to FX Transactions on your behalf. Subject to 7.2.2, we will rely on instructions from Authorised Users until such time you request we revoke or vary that authority.
- 7.2.4. You should be aware that if you allow an Authorised User to provide us with instructions relating to FX Transactions, that you will be responsible for their actions and omissions as if they were your own actions and omissions.
- 7.2.5. You will procure that all Authorised Users will, at all times, adhere to these Terms, to the conditions of use of the Website and FX Portal and any other instructions we may issue from time to time in respect of the FX Portal.
- 7.2.6. You are responsible for notifying us immediately upon an Authorised User no longer being authorised by you to use the FX Portal.
- 7.2.7. The Arbuthnot Latham Privacy Notice explains the basis on which any personal data we collect, or that you provide to us, will be processed by us, including that of your Authorised Users. Please ensure that any Authorised User reads it carefully. You can find the Arbuthnot Latham Privacy Notice at [www.arbuthnotlatham.co.uk/privacy-notice](http://www.arbuthnotlatham.co.uk/privacy-notice), or you can request a copy from us.

## 7.3. Using the FX Portal

- 7.3.1. Depending on the rights to use the FX Portal granted to you and any Authorised Users, you may use the FX Portal, to obtain quotations, place instructions relating to FX Transactions subject to any restrictions or limitations imposed by us from time to time.
- 7.3.2. We may apply such limits to the number of FX Transactions that you can make each Business Day via the FX Portal as we may notify to you from time to time.
- 7.3.3. You will be able to send us instructions relating to FX Transactions via the FX Portal. Please see the Banking Terms & Conditions for further details.

## 7.4. Availability of the FX Portal

- 7.4.1. You can instruct FX Transactions via the FX Portal

on a Business Day between 6.00am and 6.00pm. We may change the FX Portal availability from time to time and without prior notice.

- 7.4.2. If you have queries relating to the FX Portal, please contact us on +44 (0)20 7012 2500 on a Business Day between 9.00am and 5.00pm.
- 7.4.3. In case of any unavailability of the FX Portal as set out in terms 7.4.1, 8.1.2 and 8.1.3, you will continue to be able to access our FX services by telephone or as otherwise specifically agreed with you.

## 8. General Terms

### 8.1. Availability of the Digital Banking Services

- 8.1.1. In order to use any of the Digital Banking Services, you must be connected to the internet.
- 8.1.2. We shall try to ensure a continuous service, but there may be times when the Website or Applications and the whole or any part of the Digital Banking Services is unavailable due to intransient web conditions; for maintenance; if we suspect security breaches, threats or fraud; due to strike, industrial action, failure of power supplies, failure of equipment, (hardware and software) or events generally beyond our reasonable control.
- 8.1.3. We will use reasonable efforts to inform you without undue delay through the Digital Banking Services or the Website if any service under the Digital Banking Services is unavailable. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.
- 8.1.4. We may withdraw or suspend any service comprised in the Digital Banking Services without notice where:
  - a) we have reasonable grounds to suspect a breach or a potential breach of security of your Account or the Digital Banking Services;
  - b) we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details or the Digital Banking Services;
  - c) we have reasonable grounds to suspect you have knowingly given us false information about yourself or another account holder.
  - d) you have an overdraft (either an Arranged or Unarranged Overdraft) and in our opinion there is a significantly increased risk that you may be unable to meet your obligations in relation to repayment of the overdraft;
  - e) a technical error or system failure has occurred;
  - f) we need to suspend the Digital Banking Services for maintenance;
  - g) there is a requirement under relevant legislation (for example anti-money laundering legislation) to suspend the Digital Banking Services;
  - h) there are losses, technical errors, delays or interruptions in the transmission of instructions to the Digital Banking Services caused by any internet service provider or mobile network where you are not in an area of coverage; or
  - i) there is another reason beyond our reasonable control.

- 8.1.5. Where we intend to permanently suspend your Digital Banking Services, we will inform you beforehand, unless there are restrictions imposed on informing you by law or regulation.
- 8.1.6. We are not responsible and shall not be liable to you for any loss, expense or delay that you may suffer as a result of any delay, withdrawal or suspension of the Digital Banking Services or the Website, and the processing of Payment Instructions.
- 8.1.7. From time to time, we may update the Digital Banking Services. Where we update the Applications, you may not be able to use the Applications until you have installed the latest version and accepted new information about it. You will be notified when there is a new version of the Applications to download and install.
- 8.1.8. If you use the Digital Banking Services in a country outside the UK, you are responsible for complying with local laws with respect to your use of the Digital Banking Services and for any losses that result from a breach of local law.

## 8.2. Display of Information

- 8.2.1. Whilst we will take reasonable care to ensure the completeness, accuracy and integrity of the information displayed via the Digital Banking Services, we cannot guarantee that the information displayed via the Digital Banking Services will be accurate at all times.
- 8.2.2. If you view the balance on your Account, any balance figure displayed at the time of viewing will not necessarily be available in full for you to utilise. The balance shown may not take account of any debits, credits, FX Transactions or other Payment Transactions in respect of your Account that have not yet cleared through the relevant banking transmission systems. You should not solely rely on the information provided via the Digital Banking Services. The availability of funds in your Account may also be affected by items such as court orders and by insolvency procedures. Please refer to the Banking Terms & Conditions for further information.
- 8.2.3. You must check carefully the information about you and your Account displayed via the Digital Banking Services. You agree to contact us immediately if you uncover a discrepancy or if you know, or suspect, that any information displayed is incorrect.

## 8.3. Copyright

- 8.3.1. The copyright and all other intellectual property rights in the material contained in the Website and the Digital Banking Services, together with the design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to us or our licensors. All rights are reserved. None of this material may be reproduced or redistributed without our prior written permission. We acknowledge however that you may wish to store information concerning your Account. Accordingly, you may store or print a single copy for your own, off-line viewing.

## 8.4. Charges

- 8.4.1. We do not currently charge to use the Digital Banking Services or using your Card via a Digital Wallet. Our usual charges for use of your Card will continue to apply. Your internet provider, mobile network operator, Digital Wallet Provider or any other third party may charge you when using your Device to access the Digital Banking Services or a Digital Wallet, and it is your responsibility to pay these charges. Charges may vary if you use the Digital Banking Services or the Digital Wallet abroad.
- 8.4.2. We do not charge to download the Applications from an Application Store.
- 8.4.3. Charges in relation to Payment Transactions will apply as set out in our published Charges Documents.

## 8.5. Security

- 8.5.1. We use two-factor authentication to verify your identity and validate your instructions. This means at times you will need to provide an additional form of identification so we can ascertain it is you accessing the Digital Banking Services, making a Payment Transaction or carrying out certain actions through the Digital Banking Services (such as setting up a new payee).
- 8.5.2. When you initiate a Payment Instruction the authentication will be linked to the payee and payment amount. If any changes are made to your Payment Instruction whilst the authentication is in progress, the authentication will fail and you have to re-start the authentication process.
- 8.5.3. If you are requested to authenticate a Payment Instruction, but you have not initiated such a Payment Instruction or otherwise carried out any action to this effect, you must not provide any authentication and you must contact us immediately on +44 (0)20 7012 2500.
- 8.5.4. If a Device in respect of which you are using the Digital Banking Services or a Digital Wallet is lost or stolen, or your Security Details compromised, you must contact us immediately on +44 (0)20 7012 2500.
- 8.5.5. You must observe at all times the following security duties in relation to your Security Details to prevent unauthorised or fraudulent use. You must:
  - a) never access the Digital Banking Services or Digital Wallet from any public or untrusted Device;
  - b) never access the Digital Banking Services or the Digital Wallet in such a way that third parties would be able to see, access or obtain your Security Details;
  - c) keep your Security Details secret. Never disclose your Security Details to any other person or record your Security Details in a manner that may result in them becoming known to someone else. For example, do not utilise any "save Security Details" facility on your internet browser or Device whereby your Security Details are automatically saved for future use and we also recommend using a different PIN to access the Digital

Banking Services or Device to that you use for your Card;

- d) never leave your Device unattended whilst using the Digital Banking Services or the Digital Wallet, or use your Device or the Digital Banking Services in a place where people can see your screen or your Account Information. Close the relevant Digital Banking Service and Digital Wallet if you are not using it;
  - e) not install or use the Digital Banking Services or the Digital Wallet on a Device which has had any security features or restrictions imposed by the manufacturer modified or removed. When this happens, security protection is taken away and it may mean that fraudsters could access your Device and steal your information or money;
  - f) uninstall the Application or Applications from your Device if you change your Device or dispose of it;
  - g) keep the Device you use the Digital Banking Services or Digital Wallet on secure (please refer to terms 3.7.5 and 6.4.2);
  - h) always treat emails you receive from senders claiming to be from us with caution and be wary of emails or calls asking you for any personal Security Details. We (or the police) will never contact you to ask you for your online banking or Card PINs, or your Security Details information;
  - i) always access the Online Banking Service by typing the Website address into your web browser. Never access the Website from a link in an email and then enter personal details;
  - j) always use the latest version of the Applications; and
  - k) ensure that where you receive push notifications to your device, other people cannot see the transaction details that appear on your device.
- 8.5.6. You must comply with all instructions which we may give you from time to time in relation to the operation of the Digital Banking Services, the Digital Wallet, your Security Details and security arrangements in connection with the same. For example, we may tell you that you need to use new Security Details to access the Digital Banking Services or the Digital Wallet.
- 8.5.7. We are not responsible or liable to you for any disclosure of confidential information if:
- a) you divulge your security information or Security Details to any unconsented third party;
  - b) any third party sees information concerning your Account or Card displayed on your screen;
  - c) any third party observes you when entering your Security Details;
  - d) any third party overhears any telephone call that you may make to us in connection with your Account, Card or any aspect of the Digital Banking Services or Digital Wallet;
  - e) you allow other people's biometric information, such as fingerprints, to be registered on the Device you use to access the Applications or the Digital Wallet;

f) you do not update the Applications when prompted; or

g) if you fail to contact us where you suspect that someone else knows your Security Details.

- 8.5.8. We are not liable for any disclosure of confidential information to any third party where you have misused the Digital Banking Services, the Digital Wallet, have breached these Terms, or otherwise have failed to keep your Security Details safe and confidential.

## 8.6. Liability for Unauthorised Transactions

- 8.6.1. You will not be liable for losses caused by someone else's use of the Digital Banking Services or the Digital Wallet unless you or an Authorised Person have:
- a) acted fraudulently;
  - b) not acted with reasonable care in accordance with these Terms;
  - c) let someone else access the Digital Banking Services or the Digital Wallet;
  - d) been grossly negligent with (or intentionally shared) your Security Details;
  - e) intentionally or with gross negligence failed to tell us as soon as possible of the loss or theft or theft of your Security Details or Device, or that you suspect someone has tried to use your Security Details or Device (unless your Account is overdrawn);
- 8.6.2. Our Banking Terms & Conditions explain when you can claim back from us if you lose money because of something that is our fault.

## 8.7. Keeping Each Other Informed

- 8.7.1. If we need to contact you, we will usually do this by telephoning you but we may use other secure methods of communication if we cannot reach you by telephone. As part of this we may have to ask you to verify your identity so we can be sure we are talking to you but **we will never contact you, or ask anyone to do so on our behalf with a request to disclose your Security Details in full.** If you receive such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- 8.7.2. You must ensure that your Account and Card details and other information you provided are correct and up to date. You must advise us of any change to your mobile number or email address.

## 8.8. Variation and Termination

### Digital Banking Services

- 8.8.1. In the circumstances set out in term 8.1.4 we may, at our option, suspend your use of the Digital Banking Services or terminate your use of the Digital Banking Services, with immediate effect. You agree that such suspension or termination under these Terms may be effected without prior notice.



- 8.8.2. Suspension or termination of your use of the Digital Banking Services will not terminate or suspend your Account, unless we give you notice that we are terminating your Account or unless we tell you that your Account is suspended.
- 8.8.3. Termination or suspension of the Digital Banking Services will not affect your liability to us in respect of your Account. Please refer to the Banking Terms & Conditions and the Charge Card Terms & Conditions for further information.
- 8.8.4. You may terminate your use of the Digital Banking Services at any time. You agree to comply with any instructions that we may give you, particularly with regard to any security requirements, in order to terminate your use of the service.
- 8.8.5. We may suspend, withdraw or restrict the use of the Digital Banking Services or any part of the Digital Banking Services where:
  - a) as a result of a change in the way you operate your Account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
  - b) we consider it appropriate for your protection.
- 8.8.6. Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, we will notify you and give our reasons as soon as possible afterwards unless we are prevented from doing so.

### **Digital Wallet**

- 8.8.7. In addition to our rights to terminate, cancel or suspend your Card, we may block, restrict, suspend or terminate your right to use your Card with any Digital Wallet Provider if:
  - a) the relevant Digital Wallet is no longer available;
  - b) we have reasonable grounds to suspect fraudulent activity, or you have committed or may be about to commit, a criminal offence in connection with your use of the Digital Wallet;
  - c) we have been instructed to do so by the Digital Wallet Provider or payment network;
  - d) there is a change in law or regulation which means we are no longer able to support the use of the Card via the Digital Wallet; or
  - e) there is any other legitimate reason which requires us to do so.
- 8.8.8. We can terminate your ability to register use or keep your Card on a Digital Wallet at any time. We will tell you as soon as possible if this is the case however this will not affect your use of Digital Banking Services or your Account.
- 8.8.9. You may stop using a Digital Wallet at any time by removing your Card from the Digital Wallet. Where you stop using the Digital Wallet you authorise us to process any outstanding Card Transactions made by you using the Digital Wallet.
- 8.8.10. The Digital Wallet Provider, the payment network or some other third party may also block, restrict, suspend, cancel or otherwise terminate your use

of the Digital Wallet without reference to us.

### **8.9. Warranty and Indemnity**

- 8.9.1. You warrant to us that you will only use the Digital Banking Services and the Digital Wallet in accordance with these Terms.
- 8.9.2. You hereby confirm and agree to compensate us fully on demand, in respect of any loss, cost, liability, action and/or expense that we may suffer or incur as a result of:
  - a) your misuse of the Digital Banking Services or the Digital Wallet;
  - b) any breach of these Terms;
  - c) the supply of information that is false or misleading in any way; or
  - d) acting on instructions relating to your Account and the provision of the Digital Banking Services or Digital Wallet in connection with your Account.

### **8.10. Liability**

- 8.10.1. We may not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 8.10.2. We are not liable for any software or hardware provided to you by a Digital Wallet Provider, including, but not limited to, failures or interruptions of the Digital Wallet, performance, availability or security issues relating to the Digital Wallet, or your Device.

### **8.11. Miscellaneous**

- 8.11.1. We may, at any time, appoint agents, subcontract, or outsource some or all of the services and functionality comprised in the Digital Banking Services or your use of your Card in connection with a Digital Wallet.
- 8.11.2. If we fail to exercise a right or remedy under these Terms, such failure will not prevent us from exercising other rights or remedies or the same type of right or remedy on a later occasion.
- 8.11.3. If any provision of these Terms is held to be unlawful, invalid, or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms shall not be affected.
- 8.11.4. Save in the case of error, our records will be evidence of your dealings with us in connection with the Digital Banking Services, use of your Card via a Digital Wallet and your Account. You agree that you will not object to the admission in evidence of our records in any legal proceedings on the basis that our records are not originals, are produced by computer or are not in writing.
- 8.11.5. We are not obliged to monitor your compliance with these Terms.
- 8.11.6. We will monitor use of the Digital Banking Services and any Card registered on the Digital Wallet to the extent required by the applicable law and regulation.



- 8.11.7. From time to time, we may amend, vary, modify or update these Terms. We will notify you of any change no later than two months before such change takes effect.
- 8.11.8. From time to time, we may add new features to the Digital Banking Services, and we will let you know about these changes through the Website or Applications.
- 8.11.9. If we add a new feature that does not change these Terms, we may add this immediately and let you know before you use it.
- 8.11.10. We reserve the right to assign, novate, or otherwise transfer our rights and obligations under these Terms to the extent that it is necessary for us to provide the Digital Banking Services or allow the registration or use of the Card on a Digital Wallet. Your consent will be required where any such assignment may adversely affect the service provided to you. Unless we agree otherwise, you may not assign, novate, or transfer your rights and obligations under these Terms.
- 8.11.11. Arbutnot Latham & Co., Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our registered office is at 7 Wilson Street, London EC2M 2SN.
- 8.11.12. Details of the Financial Services Compensation Scheme, the Financial Ombudsman Scheme (if and to the extent these Schemes apply to you) and details of our complaints procedures and how to complain are contained in the Banking Terms & Conditions.
- 8.11.13. These Terms shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.
- 8.11.14. All the information we give you and all communications between us will be in English.

### **8.12. Licence for the Applications (the “Licence”)**

- 8.12.1. We hereby grant you a non-assignable, non-transferable, non-exclusive Licence to use the Applications subject to the following obligations and/or restrictions:
  - a) you may only use the Applications on a registered Device belonging to you or under your control;
  - b) you may only use the Applications for the purpose of receiving the Digital Banking Services and for no other purposes whatsoever;
  - c) the Applications are licenced only to you and you shall not assign, sub-licence or grant any rights or use or any other rights in respect of the Applications to any other person.
  - d) You must not copy, reproduce, distribute or commercially exploit any part of the Applications.
  - e) You must not alter, modify or adapt the whole or any part of the Applications.
  - f) You shall not remove or tamper with any copyright notice attached to or contained within the Applications and you acknowledge and agree that ownership of the Applications remains with us.
  - g) On any termination of the Mobile Banking

Service or Arbutnot Latham Cards App all rights granted to you in respect of that Application shall immediately cease and your Licence will terminate automatically.

- h) You must not use the Applications for any illegal purposes.
- 8.12.2. The Licence shall commence upon your acceptance or when you install the relevant Application (whichever is first) and shall continue until terminated in accordance with the following clause or otherwise in accordance with the Licence.
- 8.12.3. We may terminate the Licence with immediate effect if you fail to comply with any term or condition of the Licence.
- 8.12.4. There is no minimum contract period and you are free to cancel the Licence and uninstall the Applications at any time.

### **8.13. Third Party Providers**

- 8.13.1. If you are registered for our Online Banking Service you can choose to use a Third Party Provider:
  - a) to make payments from your Account on your behalf (Third Party Providers who provide these services are known as Payment Initiation Service Providers);
  - b) to provide account information services to you (Third Party Providers who provide these services are known as Account Information Service Providers).
- 8.13.2. We can only accept instructions or provide information to a Third Party Provider if they are:
  - a) authorised or regulated by the FCA or an EEA regulator to act as a Payment Initiation Service Provider or Account Information Service Provider; and
  - b) open and transparent about their identity.
- 8.13.3. Before you instruct a Third Party Provider you should check that they are appropriately authorised or regulated by the FCA or an EEA regulator.
- 8.13.4. If you have opted for “view only” access to our Online Banking Service you may only use an Account Information Service Provider.
- 8.13.5. If you have a joint Account, each Account holder is entitled to consent to a Third Party Provider accessing information in respect of your Account and making payments from your Account, and each can revoke any ongoing consent granted to a Third Party Provider to access your Account. This means that where one person revokes access to the Third Party Provider this will impact all joint Account holders.
- 8.13.6. These Terms require you to keep your Security Details confidential and you must not share them with anybody else, even with a Third Party Provider.
- 8.13.7. We make available to a Third Party Provider a specific means of accessing your Account. If it tries to access your Account by a different way, we may refuse to allow that access. This includes

where a Third Party Provider uses your Security Details.

- 8.13.8. We are required to treat any Payment Instruction from a Third Party Provider which is a Payment Initiation Service Provider as if it was made directly by you, and the Banking Terms & Conditions will apply to the subsequent Payment Transaction. You must tell us about any unauthorised or incorrectly authorised Payment Transactions even where you use a Third Party Provider.
- 8.13.9. If you consent to a Third Party Provider having access to information concerning your Account, we will assume that you consent to access being granted as frequently as the Third Party Provider requests it.
- 8.13.10. Please note that in certain situations, we are not responsible to you if a Third Party Provider breaches their obligations to you. For example, if you consent to a Third Party Provider having access to your Account information, we will not be liable if the Third Party Provider fails to keep this information safe.
- 8.13.11. We may limit the Third Party Provider's access in accordance with regulatory requirements. We may stop a Third Party Provider from accessing your Account or refuse to accept a Payment Instruction from a Third Party Provider if we suspect they are attempting unauthorised or fraudulent access to your Account. We will tell you about this by telephoning you or using any of the contact details we hold for you unless this would compromise our reasonable security measures or would be unlawful.
- 8.13.12. If you want to cancel the consent you have given to a Third Party Provider to access your Account you can either contact them directly or notify us, using the Online Banking Service or by contacting your Banker. Once a Third Party Provider has initiated a Payment Transaction, you cannot normally cancel it. You can cancel certain types of Payment Transaction which are to be made on a future date. Please refer to the Banking Terms & Conditions for further information on Payment Transaction cut-off times.

For business. For family. For life.

## Contact Information

### **Arbuthnot Latham & Co., Limited**

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