

## Terms and Conditions - Exclusions and Data Protection Clause

I/We accept that all withdrawal instructions are subject to the Account Terms and Conditions together with these additional Terms and Conditions which are also detailed on the reverse of the Clydesdale Bank International Withdrawal/Notice Request Slips. I/We acknowledge that whilst it is preferred that Request Slips are completed for postal requests, these Terms and Conditions will apply for all withdrawal instructions (Internet, Telephone and requests by letter) and it will be considered that I/we have read, understood and agree to these terms when requesting transactions to be undertaken on our behalf.

I/We agree that in connection with your provision of services to us (including, without limitation, the making or receiving of a payment on your behalf) ("Services"), one or more branches of the National ("Branches") and other financial services providers ("Other Banks") may be involved. For the purposes of this clause, the "National" means National Australia Group Europe Limited and each of its subsidiaries or holding companies thereof from time to time and each subsidiary from time to time of any such holding company, including but not limited to Clydesdale Bank Plc. Clydesdale Bank International is a trading name of Clydesdale Bank Plc the Guernsey branch of which is licensed as a deposit taker by the Guernsey Financial Services Commission under the Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended and is regulated by the Guernsey Financial Services Commission in the conduct of the business of banking. The Branches and Other Banks may in each case be in Guernsey or the United Kingdom or overseas and the Other Banks may or may not be appointed by the National. I/We agree that, to the maximum extent permitted by applicable law, the involvement of the Branches or Other Banks in connection with the Services is entirely at our risk and that the National is not liable for loss of any kind arising in connection with the involvement of the Branches or Other Bank or their acts or omissions, whether or not the Other Bank is appointed by the National.

Any Service you provide to us may be affected directly or indirectly by laws including, without limitation, any subordinate instrument and the acts, practices and policies of Guernsey or the United Kingdom or foreign governments including governmental, regulatory or judicial bodies or agencies (a "Regulatory Authority") whether or not having the force of law ("Regulation"). The Services may be interrupted, prevented, delayed or otherwise adversely affected (including, without limit, by the seizure of funds), either in whole or in part, by reason of a Regulation including, but not limited to, where a Branch or any Other Bank considers, or a Regulatory Authority asserts, that a Regulation may apply (each an "Adverse Effect"). It is entirely our risk if any Adverse Effect occurs and the National has no obligation to contest any act of any Regulatory Authority.

To the maximum extent permitted by applicable law, the National and all Other Banks are not liable for any loss of any kind arising directly or indirectly from or in connection with any Services including, without limitation, any Adverse Effect, whether or not the National or any Other Bank is in breach of any duty to us or to any other person.

To the maximum extent permitted by applicable law, the National's liability for loss of any kind which cannot be excluded by reason of applicable law is limited to the cost of having the relevant Services supplied again.

I/We agree that the National may disclose information, including information which is personal data as defined in the Data Protection (Bailiwick of Guernsey) Law, 2001, about us or the Services or any person connected in any way with the Services to any Branch or Other Bank or any Regulatory Authority, in each case located anywhere in the world, for any purpose which the National or Other Bank considers necessary or desirable in connection with any Regulation or the provision of the Services or which is required by a Regulatory Authority. I/We agree to provide any additional information to the National related to any such disclosure or purported disclosure if you ask us to.

I/We agree that you will check the contact and payment details I/We provide to you on this form against National databases and/or against credit reference agencies or publicly available databases. If you are unable to verify the contact details that I/We provide to you then your payment instruction will not be valid and you will not act upon it. In such circumstances, as you have been unable to verify the details I/We provided to you, you will have no liability for not acting on your instruction. If you are permitted to do so by law you will use reasonable endeavours to contact us to let us know that you will not be acting on our instruction.