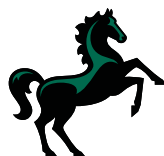


BUSINESS & COMMERCIAL



Insurer Trust Account, Segregated Funds Account or Safeguarding Account

Core Banking Agreement
Product & Services Terms & Conditions



LLOYDS



T&Cs

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These Product & Services Terms & Conditions are split into two sections

The first section contains terms which refer to your relationship with us as a holder of **Insurer Trust Accounts, Segregated Funds Accounts and Safeguarding Accounts**. The second section contains terms which relate to each **Account** that you hold with us. These Product & Services Terms & Conditions are applicable to **Insurer Trust Accounts, Segregated Funds Accounts and Safeguarding Accounts**.

Core Banking Agreement

(“The Agreement”) contains terms, conditions and important information that apply to certain of our products and services. Those products and services can be identified as they state in the header Core Banking Agreement.

Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



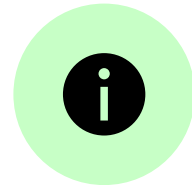
Relationship Terms & Conditions

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



Product & Services Terms & Conditions

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



General Information On Payments, Charges & Contacts

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at lloydsbank.com/corebankingagreement or request a copy from your relationship team.

Core Banking Agreement



1

Insurer Trust Account, Segregated Funds Account and Safeguarding Account Agreement Terms and Conditions



1. Definitions

- 1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

Account

means an **Account** held by us in your name and which is holding funds which need to be ring fenced from other funds you hold and includes a **Segregated Funds Account** or a **Safeguarding Account** and an **Insurer Trust Account**.

Account Opening Form

means the form (which forms part of **The Agreement**) which must be completed and signed by or on behalf of you to open an **Account** (being in the form set out in the Application Form for these Product & Services Terms & Conditions (as amended by us from time to time)).

Arrangement Fee

means the amount identified as such to you in writing (and as amended in accordance with the terms of **The Agreement**).

Authorised Signatory

means any person nominated by you from time to time under a **Mandate**.

Change in Law

means any amendment, substitution, modification, re-enactment or clarification of any **Law**.

Commencement Date

means the date on which these Product & Services Terms & Conditions are deemed to come into effect, as set out in the Application Form for these Product & Services Terms & Conditions and notwithstanding the date or dates of execution of the application form for the Product & Services Terms & Conditions.

Core Banking Agreement

Confidential Information

means, in relation to either party (the “**Disclosing Party**”), any information relating to the **Disclosing Party’s** operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities, customers, customer details and business affairs, but excludes any information which the party in receipt of the information (the “**Receiving Party**”) can reasonably prove:

- i. was already known to it prior to its receipt from the **Disclosing Party**;
- ii. was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the **Disclosing Party**;
- iii. was in the public domain at the time of receipt by the **Receiving Party** or subsequently entered into the public domain other than by reason of breach of **The Agreement** or breach of any obligation of confidence owed by the **Receiving Party** or its agents or subcontractors to the **Disclosing Party**; or
- iv. is trivial or obvious.

Existing Account

means any **Account** which was opened prior to the **Commencement Date**.

Group Company

means (in respect of us) any member of **Lloyds Banking Group** and (in respect of you) any direct or indirect **Subsidiary** or **Holding Company** of you and any direct or indirect **Subsidiary** of any such **Holding Company**.

Holding Company

has the meaning given to it by section 1159 of the Companies Act 2006.

Insurer Trust Account

means an **Account** open in your name and which is designated as holding funds beneficially owned by one or more insurance company clients who are not named or otherwise identified in the title of that **Account**.

Insurer Trust Letter

means the letter (which forms part of **The Agreement**) from us to you confirming, amongst other things, how credits in the **Insurer Trust Account** are held.

Law

means any applicable Act of Parliament, subordinate legislation, regulation or rule and any statement of practice, guidance note or interpretation published by any regulatory authority, industry body or other institution: (a) regulating the relevant business of either party from time to time; or (b) whose guidance that party is accustomed to following.

Residence

means:

- i. if you are a company or other incorporated body (such as a Scottish partnership or limited liability partnership), the place where you are established and controlled; or
- ii. if you are an unincorporated body (such as an English partnership or a club), the place where your central management is situated.

Safeguarding Account

means an **Account** open in the name of a Payment Service Provider (as defined in the Payment Services Regulations 2017) and is holding funds which need to be ring-fenced from other funds you hold.

Safeguarding Account Letter

means the letter (which forms part of **The Agreement**) from you to us confirming, amongst other things, how credits in the **Safeguarding Account** are held.

Segregated Funds Account

means an **Account** opened in your name and which is holding funds which need to be ring-fenced from other funds you hold.

Segregated Funds Account Letter

means the letter (which forms part of **The Agreement**) from us to you confirming, amongst other things, how credits in the **Segregated Funds Account** are held.

Service Fee

means the amount identified as such to you in writing (and as amended in accordance with the terms of **The Agreement**).

Subsidiary

has the meaning given to it under section 1159 of the Companies Act 2006.

2. Commencement

- 2.1 These Product & Services Terms & Conditions shall commence on the **Commencement Date**.
- 2.2 If you have an **Insurer Trust Account**, you agree to request and receive the **Insurer Trust Letter** and that their terms contain therein form part of **The Agreement**.
- 2.3 If you have a **Safeguarding Account**, you agree to request and receive the **Safeguarding Account Letter** and that their terms contained therein form part of **The Agreement**.
- 2.4 If you have a **Segregated Funds Account**, you agree to request and receive the **Segregated Funds Account Acknowledgment Letter** and that their terms contain therein form part of **The Agreement**.
- 2.5 If we or you have not sent any of the letters referred to above, this does not affect the incorporation of their terms into **The Agreement** the terms of which have been made available to you.

3. Legal and Regulatory Compliance

- 3.1 The parties shall:
 - 3.1.1 perform their obligations and exercise their rights in **The Agreement** in compliance with **Law**; and
 - 3.1.2 have and maintain all necessary licences, permits, registrations and authorisations required by **Law** to perform their obligations and exercise their rights under **The Agreement**.
- 3.2 Without prejudice to clause 3.3, the parties shall take all necessary steps to amend their respective procedures for fulfilling their obligations in the event of any **Change in Law** which makes such amendments necessary or good practice.
- 3.3 Notwithstanding clause 3.2, where the effect of any **Change in Law** is that the ability of either party to perform its obligations, exercise its rights or perform any functions envisaged by **The Agreement** is materially affected, the parties shall promptly enter into good faith negotiations to amend **The Agreement** and/or the procedures employed by the parties under **The Agreement** so as to recognise (and, where necessary and to the extent reasonably possible, minimise) the effect of the **Change in Law**.

Core Banking Agreement



4. Account Opening

- 4.1 You can only apply for an **Account** if your **Residence** is within the United Kingdom.
- 4.2 Accounts may only be opened by you sending to us a duly completed and signed **Account Opening Form**.
- 4.3 Each **Account** opened by you pursuant to these Product & Services Terms & Conditions shall be subject to a separate agreement between us and you for that **Account**, on the terms set out in these Product & Services Terms & Conditions for that **Account**.
- 4.4 These Product & Services Terms & Conditions shall also apply to any **Existing Account** and any other Product & Services Terms & Conditions applicable to that **Existing Account** shall be deemed to be replaced by these Product & Services Terms & Conditions with effect from the **Commencement Date**. We shall be entitled at any time and in our absolute discretion to exclude an **Existing Account** from the scope of these Product & Services Terms & Conditions provided that such discretion shall not be exercised without good reason. For the avoidance of doubt but without prejudice to the provisions of this clause, where any **Existing Account** forms part of any other grouped **account** arrangement or is subject to a set off arrangement previously agreed between us and you, we shall be entitled to exclude that **Existing Account** from the scope of these Product & Services Terms & Conditions.



Accounts may only be opened by you sending to us a duly completed and signed Account Opening Form



5. Warranties and Undertakings

- 5.1 You shall obtain and hold all appropriate consents and authorisations to enable you to exercise your rights and perform your obligations under **The Agreement**.

6. General Undertakings

- 6.1 Each party shall:
- 6.1.1 perform all of its obligations under **The Agreement** with the appropriate degree of skill and care;
 - 6.1.2 provide in a timely manner at its own cost and expense such facilities, appropriately skilled staff resources, equipment and all other items as may reasonably be required to enable it to perform its obligations under **The Agreement**; and
 - 6.1.3 provide such reasonable assistance and information to the other party's employees as is necessary for the other party to perform its obligations under **The Agreement**.



You can only
apply for an Account
if your Residence
is within the
United Kingdom

7. Confidentiality and Publicity

7.1 The **Receiving Party** undertakes in relation to the **Confidential Information** of the **Disclosing Party**:

- 7.1.1 to maintain it in confidence and to use it only for the purposes of **The Agreement** and for no other purpose;
- 7.1.2 not to make any commercial use of **Confidential Information** or use it for the benefit of itself or any third party other than pursuant to **The Agreement**;
- 7.1.3 not to copy, reproduce or reduce to writing any part of any **Confidential Information** except as may be reasonably necessary for the purposes of **The Agreement**, provided that any such copies, reproductions or reductions to writing shall be the property of the **Disclosing Party**;

7.1.4 not to disclose it to its employees or to third parties except:

- 7.1.4.1 where disclosure is required to comply with a court order or a request or requirement of a competent statutory or regulatory authority or otherwise by **Law**, or pursuant to the terms of **The Agreement**;
- 7.1.4.2 in confidence to such of its employees, agents, sub-contractors or directors who need to know it for the purposes of **The Agreement** and provided that such employees, agents, sub-contractors and directors are obliged not to disclose the same and the **Receiving Party** shall enforce such obligations at its expense and at the request of the **Disclosing Party**; or

7.1.4.3 in our case, to other members of **Lloyds Banking Group**.

7.1.5 to be responsible for the performance of clauses 7.1.1, 7.1.3 and 7.1.4 on the part of any employees, agents, sub-contractors or directors to whom the **Confidential Information** is disclosed pursuant to clause 7.1.4;

7.1.6 to notify the **Disclosing Party** immediately upon becoming aware that **Confidential Information** has been disclosed by any employee, agent, sub-contractor or director in breach of the provisions of this clause 7, giving full details; and

7.1.7 to apply to such **Confidential Information** no lesser security measures and degree of care than those which the **Receiving Party** applies to its own confidential or proprietary information and which the **Receiving Party** warrants as providing adequate protection of such information from unauthorised disclosure, copying or use.

7.2 Neither party shall issue press statements relating to any matter governed by these Product & Services Terms & Conditions without the prior written consent of the other party.



8. Liability and Indemnities

- 8.1 Save to the extent directly caused by the negligence, wilful default, failure of performance or criminal act of the other party or its employees, agents or sub-contractors, each party (the “**Liable Party**”) shall indemnify the other party (the “**Indemnified Party**”) and keep the **Indemnified Party** indemnified on demand on an after tax basis against all claims, actions, damages, liabilities, losses, costs and expenses suffered or incurred by the **Indemnified Party** arising:
- 8.1.1 out of any error, omission, criminal act, default or negligence on the part of the **Liable Party** or its employees, agents or sub-contractors in the operation of the **Accounts**; or
 - 8.1.2 as a consequence of any breach by the **Liable Party** of any its obligations, or of any warranty given by it, under **The Agreement**.
- 8.2 Subject to clauses 8.3 and 8.4 below, the total liability of each party to the other in respect of claims arising out of or connected with the provision or use of the service provided under these Product & Services Terms & Conditions shall not exceed fifty thousand pounds (£50,000) sterling in respect of all incidents (related or unrelated) in any consecutive period of twelve months.
- 8.3 Clause 8.2 shall not limit:
- 8.3.1 the liability of the **Liable Party** in the event of:
 - 8.3.1.1 wilful default or any criminal act committed by the **Liable Party**, its employees, agents or sub-contractors; or
 - 8.3.1.2 any breach of any obligation of confidentiality; or
 - 8.3.2 Our liability where you make a claim under the sections titled “Refunds for incorrectly executed payment instructions”, “Refunds for incorrect payment amounts/sums” and “Refunds for unauthorised transactions” in the Relationship Terms & Conditions.
- 8.4 Clause 8.2 shall not limit or restrict our obligations to repay to you any cleared credit balance on any **Account**.
- 8.5 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled “Refunds for incorrectly executed payment instructions”, “Refunds for incorrect payment amounts/sums” and “Refunds for unauthorised transactions” in the Relationship Terms & Conditions. Any limitation on your liability under the section titled “Your responsibility for unauthorised transactions” in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.



Written Consent

Neither party shall issue press statements relating to any matter governed by these Product & Services Terms & Conditions without the prior written consent of the other party

9. Termination

- 9.1 Either party (the “**Terminating Party**”) may terminate these Product & Services Terms & Conditions with immediate effect by giving the other party (the “**Defaulting Party**”) written notice in the event of any of the following:
- 9.1.1 if the **Defaulting Party** commits any material breach of **The Agreement** which, if capable of remedy, is not remedied by the **Defaulting Party** within twenty **Business Days** of receipt of written notice from the **Terminating Party** specifying the nature of the breach and requesting that it be remedied; or
 - 9.1.2 if the **Defaulting Party** loses any licence, registration or other authority necessary for it to perform its obligations under **The Agreement**.
- 9.2 We may stop providing you with a **Product** or end our relationship with you entirely at any time for any reason immediately, if any of the circumstances set out below has occurred:
- 9.2.1 you repeatedly breach **The Agreement** or any other agreement with us;
 - 9.2.2 we suspect fraud in the opening or operation of any **Product**;
 - 9.2.3 you do anything which we reasonably believe will damage our reputation;
 - 9.2.4 you use, or we reasonably believe that you are using, any **Product** improperly;
 - 9.2.5 you fail to pay any charges that are due to us under **The Agreement**;
 - 9.2.6 you use, or we reasonably believe that you are using, any **Product** for or in connection with any purpose which is or may be unlawful;
 - 9.2.7 you breach or attempt to breach, or we reasonably believe that you have breached or are attempting to breach, any applicable law or regulation;
 - 9.2.8 you behave threateningly or abusively towards our staff;
 - 9.2.9 we are required to do so in order to comply with legal, fiscal or regulatory changes;
 - 9.2.10 we find that any information which you have given to us (whether in connection with **The Agreement** or not) is inaccurate;
 - 9.2.11 we find that you entered into **The Agreement** (or the Product & Services Terms & Conditions for any **Product**) with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you and, had we been aware, it would have been likely to change our decision to enter into **The Agreement** or provide you with such **Product** (as applicable) (“material” means likely, if successful, to have any damaging effect on your business);
 - 9.2.12 you fail at any time to meet any identification or other checks required by law or regulation;
 - 9.2.13 we reasonably believe that, if we do not stop providing you with a **Product** or end our relationship with you, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
 - 9.2.14 closure is required by the order of any court or direction or decision of a regulator;
 - 9.2.15 you are **Insolvent**,
and, in such circumstances, where we are required by law to give you prior notice, we will do so.
 - 9.2.16 For the purposes of clause 9.2.15, the term “**Insolvent**” has the meaning given to it in the section titled “Termination” in the Relationship Terms & Conditions.
- 9.3 If you become aware that any of the above circumstances have occurred, or if you believe that they will occur, you must notify us immediately.

10. Consequences of termination

- 10.1 This clause 10 shall apply in addition to the section titled “What happens after termination or cancellation” in the Relationship Terms & Conditions.
- 10.2 Upon termination of these Product & Services Terms & Conditions you shall no longer be able to open new **Accounts** and all **Accounts** governed by these Product & Services Terms & Conditions will be closed.

11. Contact details

- 11.1 If you have any queries about your **Account** or need further information please contact your relationship manager or visit business.bankofscotland.co.uk/business-home/contact-us/



by telephone on
0345 835 7478; or



by post at
Lloyds Bank
Commercial Servicing
Edinburgh BX2 1LB



or by such other contact
methods as we may from
time to time advise

- 11.2 Further contact details are set out within “General Information On Payments, Charges & Contacts”.

12. Assignment

- 12.1 Each party may assign, novate or **transfer** (“**Transfer**”) these Product & Services Terms & Conditions in full (along with the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts (but only to the extent that they apply to your **Client Account**)) to any **Group Company** (the “**Transferee**”) at any time and the parties shall execute (at the expense of the transferring party) all documents reasonably required to give effect to any such **Transfer**, provided that:
- 12.1.1 the **Transferee** has, at the date upon which the **Transfer** takes effect, all necessary licences, permits, registrations and authorisations required by **Law** to perform its obligations and exercise its rights under **The Agreement**; and
- 12.1.2 where any party or its **Transferee** (or any successor **Transferee**) ceases to be a **Group Company**, that person shall (prior to it so ceasing to be a **Group Company**, and subject always to the provisions of this clause 12) **Transfer** these Product & Services Terms & Conditions (along with the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts (but only to the extent they apply to your **Client Account**)) to another **Group Company**.
- 12.2 You may only assign, novate or **transfer** these Product & Services Terms & Conditions in full (along with the Relationship Terms & Conditions and the General Information on Payments, Charges & Contacts (but only to the extent they apply to your **Client Account**)) to a party which is not your **Group Company** if we agree in writing.

13. Variation

- 13.1 Unless a particular provision in these Product & Services Terms & Conditions expressly states otherwise, these Product & Services Terms & Conditions may only be discharged, supplemented or amended by written agreement between us and you.
- 13.2 Where you amend or replace your **Mandate** in accordance with these Product & Services Terms & Conditions, the updated or replacement **Mandate** shall be appended to these Product & Services Terms & Conditions and we shall note the date on which the updated or replacement **Mandate** is effective.



2

Account Terms and Conditions

Interest

Interest will be paid into the relevant Account once a month in accordance with the General Information On Payments, Charges & Contacts but will accrue on a daily basis

14. Payment instructions 15. Payments into an account

14.1 The ways in which your consent for a payment transaction will be given to us are:

- 14.1.1 providing your **Account** details to us and requesting a transfer of monies or for an automated payment to be made from your **Account**;
- 14.1.2 signing a form to give standing authority for a series of recurring payments (often referred to as a **Standing Order**) (please note, this means that you have given us authority to make each payment in the series);
- 14.1.3 entering your **PIN** or providing any other security code; through a Payment Initiation Service Provider, by following any procedures required by such Payment Initiation Service Provider;
- 14.1.4 presenting a completed cheque to any party; or
- 14.1.5 subscribing for online/internet banking services, in accordance with the Product & Services Terms & Conditions applicable to that service,

and consent will be given at the time that any of the actions set out in clause 14.1 take place.

14.2 You must indemnify us for all losses, costs, claims, damages and expenses that we suffer or incur as a result of us acting upon any payment instructions given by you or your **Authorised Signatories** in accordance with **The Agreement**. This clause 14.2 is without prejudice to the limitations on liability set out in **The Agreement** or any related Product & Services Terms & Conditions, for example, the Product & Services Terms & Conditions for the use of the online/internet service.

15.1 All payments into an **Account** must be made in the denomination of the currency of the **Account**.

15.2 Cash deposits cannot be made into an **Account**.

16. Paying interest

16.1 Interest will be paid on an **Account** at the rate advised to you by your relationship term (and as amended from time to time in accordance with the section titled "Interest paid and charged" in the Relationship Terms & Conditions). You can check the interest rate that applies to an **Account** at any time by calling us.

16.2 Interest is calculated daily on the cleared balance of an **Account** and applied in accordance with our standard interest rate cycle, which shall be monthly unless otherwise agreed between you and us.

16.3 Interest will be paid into the relevant **Account** once a month in accordance with the General Information On Payments, Charges & Contacts but will accrue on a daily basis.

16.4 Interest is paid after deduction of withholding tax unless we have received satisfactory documentation allowing us to pay interest gross.

17. Payments out of an account

- 17.1 Your **Account** will permit cheque books. We will transfer withdrawn funds to an account specified by you by **CHAPS** or where a transfer is initiated through our internet service, by **Bacs** Direct Credit or **Faster Payments** as is set out in the General Information On Payments, Charges & Contacts.
- 17.2 Payments out of your **Account** can be made by presenting a completed cheque to any party.
- 17.3 You are not permitted to go overdrawn on an **Account**. Should circumstances arise where an overdraft is inadvertently created, unauthorised borrowing interest and unauthorised borrowing fees may be charged as set out in the General Information On Payments, Charges & Contacts.



Changes

Where you appoint a new Authorised Signatory, you must complete a new Mandate

18. Internet banking

- 18.1 You may be able to subscribe to internet or electronic services on an **Account**. These services are governed by separate Product & Services Terms & Conditions which are available on request and will be provided to you if you subscribe to internet or electronic services.

19. Charges

- 19.1 We will tell you the charge for any ancillary service when you ask to use it.

20. Changes to your information

- 20.1 Where you appoint a new **Authorised Signatory**, you must complete a new **Mandate**. Until we have processed any changes to your **Mandate**, we can continue to rely on your existing **Mandate**.



21. Termination

- 21.1 We may stop providing you with an **Account** at any time for any reason immediately, if any of the circumstances set out in clause 9 above have occurred.

22. Cancellation

- 22.1 Your rights to cancel (as set out in the section titled “Your right to cancel” in Relationship Terms & Conditions) shall, in respect of these Product & Services Terms & Conditions, be deemed to extend to the cancellation of any **Account** (and the consequences of cancellation set out in the titled “What happens after termination or cancellation” of the Relationship Terms & Conditions shall also apply in such circumstances).

23. Waiver of right of set off

- 23.1 We shall not be entitled to combine any **Account** with any other account or to exercise any right of set off or counterclaim against any money in such **Account** in respect of any sum owed to us on any other account held by you.

24. Other terms

- 24.1 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 24.2 These Product & Services Terms & Conditions apply to the **Accounts** only. Subject to clause 24.3 and clause 24.4, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 24.3 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Account** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 24.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.





LLOYDS