



LLOYDS BANK

LLOYDS BANK COMMERCIAL FINANCE LIMITED
STANDARD CONDITIONS FOR "INVOICE FINANCE MANAGER" v1.3
SINGLE INVOICE FINANCING

These standard conditions ("**Conditions**") are incorporated into and form part of the agreement between you and us (together with the Single Invoice Financing Agreement, this "**Agreement**").

1. Interpretation and definitions

1.1. Unless the context otherwise requires, the following words shall have the following meanings when used in this Agreement:

"Accounts Receivable" means the amount (or part of such amount where appropriate) of any indebtedness, including any tax or duty payable, or other obligation of a Customer incurred to you under a Contract together with its Ancillary Rights as set out in the relevant invoice;

"Advance Charge Fee" means, in respect of an Accounts Receivable, the amount set out on the "*Finance Approval*" page of the Platform in relation to the relevant invoice number and the relevant Customer as a daily amount, described as the "*cost per day financed*", or such other amount as notified to you by us in writing from time to time, and representing the cost to you of receiving the relevant Purchase Price;

"Advance Payment" means a payment by us to you on account of the Purchase Price of any Financed Accounts Receivable prior to the Collection Date;

"Advance Percentage" means the percentage of the Gross Invoice Value of a Financed Accounts Receivable equal to which we are prepared to make an Advance Payment up to the amount specified in the Particulars;

"Ancillary Rights" means all your rights in relation to the Accounts Receivable, or related Contract, including but not limited to your rights as an unpaid supplier, the benefit of all guarantees, indemnities, insurances and securities given to or held by you, all cheques, bills of exchange and other instruments held by or available to you, the right to possession of all ledgers computer data records and documents on or by which any Accounts Receivable is recorded or evidenced, documents of title to goods, any Goods returned, rejected or re-possessed, any Transferred Goods and any statutory or contractual interest;

"Associate" has the meaning given to it in section 1152 Companies Act 2006 and section 184 Consumer Credit Act 1974;

"Available Credit" means the total value of Eligible Accounts Receivables, which we may be prepared to purchase as set out on the Platform;

"Bad Debt Protection Fee" means the charge set out in and for which provision is made in Condition 8.2 which shall be deducted in the calculation of the Purchase Price of any Purchased Accounts Receivable;

"Bad Debt Protection Request" means a request made by you by ticking the relevant box on the Platform requesting the bad debt protection specified in Condition 12.5;

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"Client Account" means any bank account specified by us, into which we require Accounts Receivable to be paid;

"Client Balance Account" means any ledger account maintained by us and recording the financial dealings between you and us in accordance with Condition 8 below;

"Collection Date" means the date that Accounts Receivables are credited to the Client Account, which for Account Receivables paid in cash or by credit transfer, is the date of the advice to us of receipt of the funds in the Client Account; and for Accounts Receivables paid by cheque or other instrument, the date when any payments in respect of Accounts Receivables are collected and received by our bankers;

"Contract" means the contract for the supply of goods or services by you to a Customer as evidenced by the relevant invoice;

"Current Financed" means in relation to any Financed Accounts Receivable, owned by, or held in trust for us, and remaining unpaid, whether or not before or after the Due Date;

"Customer" means any person who has incurred or may incur an obligation to you under a Contract and in respect of a Financed Accounts Receivable, the person identified in relation to an invoice in a Finance Request;

"Data Protection Laws" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the GDPR and the Data Protection Act 2018, and/or after the implementation period within the meaning of the European Union (Withdrawal Agreement) Act 2020, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by a relevant regulator from time to time;

"Delivered" means, in relation to goods, that they are sent to the Customer or to their order, and, in relation to services or hiring, fully performed;

"Designated Account" means the bank account specified by you into which all payments from us will be paid;

"Designated Person" means a person listed on the European Union's Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions, the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury of the United Kingdom, the Specially Designated Nationals and Blocked Persons list issued by the Office of Foreign Assets Controls of the US Department of Treasury or any similar list issued or maintained or made public by any Sanctions Authority, each as amended, supplemented or substituted from time to time;

"Disbursements" means any charges and expenses incurred by us, in any way, in entering into or enforcing the terms of this Agreement or any guarantee, indemnity or other security taken in respect of your obligations, or any release waiver or priority given to us, or preparing written assignments of Accounts Receivables and Ancillary Rights, or in attempting to collect (including our dealing with cheques returned unpaid), compromise or enforce payment of any Accounts Receivables or realise any Ancillary Rights, and following any breach of any undertaking or warranty by you under this Agreement;

"Due Date" means the date for payment of an Accounts Receivable under the Contract as described in the relevant invoice;

"Eligible" means an Accounts Receivable considered by us as eligible for an Advance Payment, pursuant to the requirements set out in Condition 10.3 and shown as such on the Platform;

"Finance Request" means a request for financing of an Accounts Receivable through the Platform;

"Fees and Charges" means all those fees and charges (and VAT relating thereto) to which we are entitled in connection with a Transaction as set out in this Agreement;

"Financed Accounts Receivable" means any Accounts Receivable included in a Finance Request and accepted for purchase by us;

"Funding Period" means for any Current Financed Accounts Receivable, the period specified in the Particulars;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

"Goods" means any actual goods or services or hiring under a Contract;

"Gross Invoice Value" means the amount of an Accounts Receivable payable by a Customer set out in your invoice (including all taxes and duty) before deducting any settlement discount or allowance due;

"Insolvency Proceedings" means the issue of a petition for, or the taking of any step by any person to place in, winding up or bankruptcy or administration (including the filing of a notice of intention to appoint), or a proposal for a voluntary arrangement with its creditors or the calling of any meeting of creditors, or commencing negotiations or otherwise proposing a compromise or arrangement with its creditors or members or any class of them the purpose of which is to compromise, reduce, prevent or mitigate the effect of financial difficulties, or the taking of any steps including filing at court initiating or applying for a moratorium or an order is made for a moratorium to come into force, or the appointment of a receiver in respect of any part or all of the undertaking or property of any person, resulting in insolvency as provided under the Insolvency Act 1986;

"Notifiable Event" means a Customer:

- i. being unable to pay its debts when they fall due;
- ii. having a cheque rejected for lack of available funds;
- iii. having a direct debit discontinued;
- iv. admitting cash flow difficulties;
- v. having legal action commenced against it in respect of a statutory demand or winding up petition;
- vi. being the subject matter of commencement or preparation for the commencement of any Insolvency Proceedings; or
- vii. is reasonably likely to be unable to fulfil its contractual obligations to you;

"Particulars" means the list of terms set out in clause 2 of this Agreement as may be amended by us giving notice to you from time to time;

"Payment Notice" means a notice to the Customer directing payment of the Accounts Receivable directly to the Client Account;

"Payment Terms" means the terms for the due date for payment of Accounts Receivables;

"Permitted Deductions" means the total of:

- i. any Recoveries, calculated as at the date we refrain from exercising Recourse; and
- ii. the value of any rights of set off, discount or other legally enforceable allowances that the Customer has against you;

"Platform" means the financial management service provided by us at invoicefinancemanager.lloydsbank.com or any other domain through which we may provide such service;

"Political Risks" means any of the following:

- i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped powers, expropriation or nationalisation;
- ii. requisition, sequestration or confiscation by order of any public authority or government (whether de jure or de facto) or martial law;
- iii. act or order of any government, public or local authority restricting trade transfers;

"Purchase Price" means the price payable by us for the purchase of an Accounts Receivable, calculated in accordance with Condition 3;

"Privacy Policy" means the data protection policy and information about how we store and use data relating to individuals available on request and as set out on the Platform;

"Proposal" means the information about you submitted to us via any medium including, without limitation, by email or through the Platform;

"Protected Insolvency" means, in accordance with the terms of a court order or otherwise, the Customer is declared insolvent (whether by way of receivership, administration, liquidation, winding up or a Court approved compromise or arrangement with its creditors or members or any class of them) during the period from and including the date of the relevant Advance Payment and before and including the Due Date;

"Protected Loss" means the proportion, specified in the relevant Bad Debt Protection Request as a percentage of the net value (excluding any Value Added Tax or any other tax) of the relevant invoice, of the amount, if any, of a Protected Receivable which remains unpaid (in whole or in part) in respect of a Customer which is subject to a Protected Insolvency, less any Permitted Deductions;

"Protected Receivable" means any Financed Accounts Receivable in respect of which we have accepted a Bad Debt Protection Request;

"Recourse" means our right to require that you buy back immediately any Current Financed Accounts Receivable at the Repurchase Price and that you accept a re-assignment of any Current Financed Accounts Receivable which are Scottish Accounts Receivable;

"Recoveries" means the total of:

- i. all money received from or on account of the Customer;

- ii. the value of all rights of retention of title, securities, rights of action, indemnities and guarantees realised or enforceable in respect of the Customer; and
- iii. all escrow monies, counterclaims, rights of action or set off applied or available in respect of the Customer which are held by you or are available to you for the purposes of reducing the amount of any indebtedness of the Customer to you, in respect of the Protected Receivable.

"Repurchase Price" means the price you have to pay when we Recourse a Current Financed Accounts Receivable being the Purchase Price (less any payments made) plus all and any charges as set out in condition 7;

"Sanctions" Authority means the United Nations, the United States of America, the European Union, the United Kingdom, the respective governmental institutions and agencies of any of the foregoing or any other institution or agency that implements, administers or enforces any economic, financial, sectoral or trade sanctions regime in a jurisdiction of relevance to us or a facility;

"Sanctions Regime" means any economic, financial, sectoral or trade sanctions implemented, administered or enforced by any Sanctions Authority;

"Scottish Accounts Receivable" Accounts Receivable owed by Customers based in Scotland or arising under Contracts governed by Scots law;

"Single Invoice Financing Agreement" means the agreement signed by you and us which sets out the provisions (including the Particulars) of our finance facility services to you;

"Special Conditions" means the conditions set out in clause 4 of the Single Invoice Financing Agreement;

"Start Date" means the start date as set out in the Particulars;

"Terrorism" means an act (whether or not including any actual or threatened violence) of any person or group of persons acting alone or on behalf of or in connection with any organisation or governmental body, committed for political or religious or similar purposes including where the intention is to influence any government and/or to put the public or a section of the public in fear;

"Transaction" means the purchase by us of an Accounts Receivable included in a Finance Request;

"Transferred Goods" means any goods owned by or held in trust for us under condition 4.3 below;

"UK" means the United Kingdom of Great Britain and Northern Ireland (for the avoidance of doubt this excludes the Channel Islands and the Isle of Man);

"Working Day" means any day when banks in London are generally open for business;

"Your Liabilities" means all your financial and other actual, contingent or prospective obligations incurred at any time to us under this Agreement or otherwise and whether arising in or by contract, tort, restitution or assignment;

1.2. Construction

- 1.2.1. Unless a contrary indication appears, a reference in this Agreement to:
 - 1.2.1.1. a "clause" are to a clause of this Agreement and references to a "Condition" are to a condition of the Conditions;
 - 1.2.1.2. a "person" include any legal entity;
 - 1.2.1.3. a statute, regulation or directive include any amendment replacement or re-enactment of it and any instruments orders or other subordinate legislation made under it;
 - 1.2.1.4. writing shall include any ways of reproducing words in a legible and non-transitory form;
 - 1.2.1.5. "we" and "us", Lloyds Bank Commercial Finance Limited (and "our" and "ours" shall be interpreted accordingly);
 - 1.2.1.6. "you", the company which is party to this Agreement with us (and "your" and "yours" shall be interpreted accordingly); and
 - 1.2.1.7. the singular includes the plural and the other way around and any gender includes any other;
- 1.2.2. headings are for convenience only and shall not affect the meaning of this Agreement;
- 1.2.3. the use of "we / us / our" have the meanings given to them in the Single Invoice Financing Agreement and shall include our successors and assigns and the use of "you/your" means the other party to this Agreement to whom we provide our services;
- 1.2.4. general words introduced by the word "other" are not limited by reference to any words before them;
- 1.2.5. where it is expressed, or the context otherwise permits in this Agreement that we may act and/or may otherwise make a determination or give consent, it shall include us acting and/or otherwise making a determination or giving consent in our sole and absolute discretion;
- 1.2.6. "assignment" includes, in relation to Scottish Accounts Receivable, assignment;
- 1.2.7. without prejudice to Condition 1.2.6 above, where reference is made to any word or phrase which bears a particular meaning under English law, that word or phrase shall bear the closest equivalent meaning when used in relation to any other jurisdiction; and
- 1.2.8. "controller", "personal data" and "processing" shall have the meanings set out in the Data Protection Laws and "process" and "processed" when used in relation to the "processing" of "personal data", will be construed accordingly. Any reference to personal data includes a reference to personal data relating to criminal convictions and offences and to special category personal data, as applicable, whereby "special category personal data" means personal data that incorporates such categories of data as are listed in Article 9(1) of the GDPR.

2. Finance Requests for Accounts Receivables

- 2.1. You may obtain finance under this "Invoice Finance Manager" facility by submitting a Finance Request in respect of Eligible Accounts Receivable.
- 2.2. The Finance Request will constitute an irrevocable offer in writing, to sell to us with full title guarantee (or an absolute warranty as to your title if the Finance Request relates to or includes Scottish Accounts Receivable), the Accounts Receivable, including all Ancillary Rights.
- 2.3. Every Finance Request shall be accompanied with such additional information as we may request together with (at your option and if accepted by us) a Bad Debt Protection Request.

- 2.4. We may, accept or reject your Finance Request and/or any accompanying Bad Debt Protection Request.
- 2.5. If we accept a Finance Request, the Accounts Receivable will appear in the "*Current Finances*" section of the "*Financed Invoices*" page of the Platform (usually within one Working Day).
- 2.6. If we accept a Bad Debt Protection Request, the relevant Bad Debt Protection Fee will be displayed next to the details of the relevant invoice in the "*Current Finances*" section of the "*Financed Invoices*" page of the Platform.
- 2.7. Conditions 2.1 - 2.6 apply to all Accounts Receivable. Further provisions apply to, and are made in relation to, Scottish Accounts Receivable at Condition 18.9 below. Where there is any conflict or inconsistency between Conditions 2.1 - 2.6 and Condition 18.9 in relation to Scottish Accounts Receivable and their Ancillary Rights, the conflicting provisions of Condition 18.9 shall prevail but only in relation to Scottish Accounts Receivable and their Ancillary Rights.

3. Purchase Price and Payment

- 3.1. The Purchase Price of every Financed Accounts Receivable will be equal to the amount payable by the Customer under the relevant Contract, less the total of the Advance Charge Fee and any other charges payable pursuant to Condition 7.1 below.
- 3.2. Subject to compliance with the terms of this Agreement, we shall make an Advance Payment up to the amount of the Advance Payment Percentage within 5 Working Days after our acceptance of a Finance Request.
- 3.3. We shall debit to the Client Balance Account, the amount of every payment of a Purchase Price, including every Advance Payment.
- 3.4. You will pay or repay immediately upon reconciliation of your accounts and/or upon our demand:
 - 3.4.1. any Advance Payment made in respect of an Eligible Accounts Receivable which is or becomes the subject of Recourse; or
 - 3.4.2. the amount of any Advance Payment (or part thereof) which causes there to be a debit balance on the Client Balance Account;
 - 3.4.3. any Advance Payment paid to you by us in respect of an Account Receivable in circumstances where a payment (in full or part) by the Customer has been received by you prior to the making of such Advance Payment.

4. Ownership of Accounts Receivables and Goods and Trust

- 4.1. We shall own absolutely, with full title guarantee, any Accounts Receivable and Ancillary Rights as soon as we re-designate the Accounts Receivable as "*Financed*" on the Platform, or as soon as we make payment to you of an Advance Payment in respect of the Accounts Receivable, whichever is the earlier.
- 4.2. You will hold in trust for us and separately from your own assets any Financed Accounts Receivable, which cannot be assigned to us.
- 4.3. If any Goods relating to a Current Financed Accounts Receivable are returned, rejected or repossessed, you will hold them in trust for us, marked with our name as owner and keep them apart from your own property until they are dealt with in any way we think fit. You agree to tell us straight away about such Goods.
- 4.4. The trusts created pursuant to Conditions 4.2 and 4.3 shall not apply to Scottish Accounts Receivable (and their Ancillary Rights). Scottish Accounts Receivable (and their Ancillary Rights) shall be held in trust by you for us pursuant to the equivalent trust established for that purpose under Condition 18.9.3.

5. Your Available Credit

We may set an Available Credit from time to time solely for use in this facility. Such Available Credit shall be indicated on the Platform.

6. Platform

- 6.1. The Platform is available for your use under this facility and is intended to simplify the passing of information and data between us. We have taken all steps to ensure your data is both secure and available to you alone and, in order to maintain that position, you agree to:
 - 6.1.1. use the Platform and the web link to "*Invoice Finance Manager*" only for the purposes of this Agreement and to be bound by the terms and conditions appearing on the Platform (including but not limited to the "Website Terms of Use", the "Software Terms and Conditions", and the "Privacy Policy") as amended from time to time;
 - 6.1.2. follow all procedures and instructions set out by us;
 - 6.1.3. keep secret and confidential any user identifications, passwords or other security safeguards;
 - 6.1.4. ensure that only persons authorised by you have access to the Platform;
 - 6.1.5. inform us immediately if you suspect any misuse or breach of security in relation to the web link.
- 6.2. You will ensure that all communications to us via the Platform are correct and complete and sent only by authorised persons. We may however rely upon the authenticity of any communication even if the sender is not authorised by you.
- 6.3. We shall not be liable for any losses caused by delays, errors or loss of data in the use of the Platform.

7. Our Charges

- 7.1. The following charges shall be payable by you and you agree that we may deduct them from the balance of the Purchase Price due to you:
 - 7.1.1. the Advance Charge Fee shown in clause 3 of this Agreement, on either:
 - (i) the full amount of the Advance Payment from the time we make payment to you until the Collection Date, calculated on a daily basis; or
 - (ii) in respect of the Repurchase Price of any Accounts Receivable Current Financed we Recourse which remains unpaid by you and for each subsequent day (or part) it remains unpaid; and
 - 7.1.2. any Disbursements.
- 7.2. All our charges, whether set out on the Platform, quoted in the Particulars, or described in this Agreement, including in these Conditions, are exclusive of Value Added Tax and are non-refundable.
- 7.3. .

8. Client Balance Account, Accounting and Set Off

- 8.1. We shall maintain the Client Balance Account to record all dealings relating to any Transaction. Any balance on this account represents the net position with regard to payments and receipts for Accounts Receivables from time to time, less Fees and Charges and any other sums due under this Agreement.
- 8.2. We will debit to the Client Balance Account:
 - 8.2.1. Advance Payments and any other payments made by you or to your order;

- 8.2.2. all Fees and Charges (including any Bad Debt Protection Fees, if applicable and/or any applicable VAT) and
- 8.2.3. any other sums payable by you to us under this Agreement.
- 8.3. We will credit to the Client Balance Account:
 - 8.3.1. on the Collection Date, all amounts received by us, in or towards payment of or in respect of Accounts Receivables;
 - 8.3.2. all payments received from you or other parties in or towards the Purchase Price, or repurchase of Accounts Receivables;
 - 8.3.3. all payments received by us in respect of any insurance claim; and
 - 8.3.4. all amounts paid by you in respect of the Fees and Charges.
- 8.4. We may send to you, whilst any Transaction is current, a statement showing the position on the Client Balance Account at that time. You agree to be bound by a statement delivered by us that certifies the amount due, save where it contains any obvious error.
- 8.5. We may debit to the Client Balance Account, the amount of any monetary liabilities included in Your Liabilities (whether set out in Condition 8.2 or otherwise) and set off that amount against any money we have to pay to you. If the amount of Your Liabilities cannot be calculated at any time, we may estimate it and make any adjustment later.
- 8.6. At any time without notice, we may combine any two or more accounts held by us in your name. Following any termination of this Agreement they will be combined automatically.
- 8.7. You will not at any time seek to set off any money you owe to us against any money we may owe to you.

9. Collection of Accounts Receivables and Client Account

- 9.1. We shall set up a Client Account in our name into which we require all payments from Customers in respect of a Financed Accounts Receivable to be made. You will ensure that each relevant Customer is sent a Payment Notice in respect of all Financed Accounts Receivables, before or promptly after they are purchased.
- 9.2. You will not attempt to collect or otherwise interfere in the collection of any Current Financed Accounts Receivable unless we ask. We shall have the sole right to enforce payment of and collect any Current Financed Accounts Receivable, or enforce its Ancillary Rights. We may start, defend or compromise proceedings in respect of any such Accounts Receivable or Ancillary Rights in any way we think fit. We may use your name and you will co-operate fully, at your expense, in any way we ask, including the production of such documents and the giving of such evidence as may be necessary.
- 9.3. Notwithstanding Condition 9.2 above, we agree to appoint you as our agent, in relation to Current Financed Accounts Receivables, at your expense, to:
 - 9.3.1. maintain and administer the account of the Customer;
 - 9.3.2. render statements of account and demand letters requiring the Customer to send their remittance directly to us, or to our bank account as we direct, subject always to our right to do the same at any time;
 - 9.3.3. procure the collection of and enforce payment of such Accounts Receivables; and
 - 9.3.4. when we ask, handle the realisation of any Ancillary Rights for our benefit.
- 9.4. You agree to act as our agent and, at your expense, to:
 - 9.4.1. act promptly and efficiently in carrying out such tasks including, but not limited to, diligently recording in your ledgers on which Accounts Receivable are recorded, the receipt of every remittance received from a Customer (or any other person) in or on account of a Current Financed Accounts Receivable. You will

ensure that at all times your ledgers are up to date and can be reconciled with your accounting software, so that information provided by you to us is accurate and you will fully comply with any instructions or directions given by us from time to time;

- 9.4.2. maintain and keep securely all records or documents relating to Accounts Receivables;
 - 9.4.3. provide copies of such up to date records, statements and accounts relating to the Accounts Receivables when we ask;
 - 9.4.4. comply at all times with the provisions of Condition 9.2 above; and
 - 9.4.5. not hold yourself out as our agent for any other purpose, or for any purpose at any time after the agency has ended.
- 9.5. We may at any time, by written or oral notice to you, end the agency above in relation to any Accounts Receivable. If we ask, you will send to each relevant Customer, a notice in a form specified by us stating that the agency has ended and directing payment to us. We may send the notice for you at any time. Without prejudice to the foregoing, we may request at any time that you send to each relevant Customer of a Scottish Account Receivable a notice of the assignment to us of the Scottish Account Receivables owed by it. We shall have the right to do so ourselves at any time and, if we choose to exercise that right, we may do so without prior notice to you.
- 9.6. As soon as you are aware of any dispute you will tell us about it and attempt to resolve it. If you are unable to do this we shall attempt to do so, at your expense, and you will accept the outcome, even if it results in a reduction in the Purchase Price.
- 9.7. If you need to issue a credit note for a Current Financed Accounts Receivable you will promptly send an email to support@lloydsbank.satago.com with full details of the proposed credit note and the reasons for it for our consent before issue to any Customer and pay to us the amount of it before issue.
- 9.8. If any payments are received directly by you in relation to Current Financed Accounts Receivables you will hold them in trust separate from your other monies and transfer them to us immediately together with copies of any remittance advice or relevant correspondence by email to support@lloydsbank.satago.com. Further provision is made in relation to the holding by you of Scottish Accounts Receivable which are Current Financed Accounts Receivable in trust for our benefit in Condition 18.9.3 below.
- 9.9. If any payments are received directly by us into the Client Account in relation to Accounts Receivables that are not Financed Accounts Receivables we will reconcile such amounts and transfer the same to you promptly following reconciliation.
- 9.10. You will retain all relevant bank statements and supply us with copies if and when we ask.
- 9.11. You will retain for us all records and documents on or by which any Financed Accounts Receivables are recorded or evidenced until the full discharge of all Your Liabilities or any earlier delivery to us of such records or documents when we ask. We may at any time inspect, verify and/ or (at your expense) take copies of any of these records or documents, or take possession of any such records or documents included in the Ancillary Rights.

10. Your Assurances

- 10.1. You warrant that you have told us about everything known to you which you knew or ought to have known might affect our decision to enter into this Agreement, continue with it or accept any person as surety for any of Your Liabilities. You warrant that all the information contained in the Proposal is true and accurate. You agree to tell us promptly about any circumstances arising whilst this Agreement continues that would affect this warranty.

- 10.2. You warrant that:
- 10.2.1. neither you nor any member of your group of companies (nor any director, officer, employee, affiliate, agent or representative of you or a member of your group of companies) is a Designated Person, is owned or controlled by a Designated Person, acts directly or indirectly on behalf of a Designated Person or is otherwise a direct or indirect target of a Sanctions Regime;
 - 10.2.2. you (and you have ensured and will ensure that all other members of your group of companies) have not breached, will not breach, or will not cause us to breach any Sanctions Regime;
 - 10.2.3. you (and you have ensured that all other members of your group of companies) have not permitted or authorised or shall not permit or authorise any person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any facility or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities:
 - 10.2.3.1. relating to, for any purpose involving, or for the benefit of any Designated Person; or
 - 10.2.3.2. in any manner that would reasonably be expected to result in you or any member of your group of companies breaching any Sanctions Regime or becoming a Designated Person;
 - 10.2.4. you (and you have ensured that all other members of your group of companies) are not nor have ever been subject to any claim, proceeding, formal notice or investigation with respect to a breach or alleged breach of any Sanctions Regime;
 - 10.2.5. you (and you have ensured that all other members of your group of companies) are not engaging and have not engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to breach, directly or indirectly, any Sanctions Regime;
 - 10.2.6. any provision of conditions [10.2.1 to 10.2.5] shall not apply to any person if and to the extent that it is or would be unenforceable by or in respect of that person by reason of breach of any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom (the "Blocking Regulation") (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom). For the avoidance of any doubt, nothing in this Agreement is intended or should be interpreted or construed, as inducing any party to act in a manner that would be in breach of any provision of the Blocking Regulation; and
 - 10.2.7. you (and you shall ensure that each other member of your group of companies) have conducted and continue to conduct business in compliance with applicable anti-corruption laws and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.
- 10.3. In respect of every Accounts Receivable included in a Finance Request you will be treated as having warranted to us that:
- 10.3.1. it arises from a Contract in the ordinary course of your business and subject to your Payment Terms;
 - 10.3.2. the Contract is governed by English or Scots law, is valid, legal, binding and enforceable against the Customer and payable by the Customer in full without any set-off, deduction or counterclaim;
 - 10.3.3. you have fully complied with all your obligations under the Contract, in particular that the Goods have been Delivered;
 - 10.3.4. you are not aware of any circumstance which would give rise to the Customer contesting liability to make payment in full;

- 10.3.5. It does not require to be paid immediately on delivery of the goods or services, nor is it to be discharged wholly or in part by a letter of credit or payment against documents;
 - 10.3.6. it is not subject to any restrictions on assignment and is fully capable of being transferred to us;
 - 10.3.7. you are the sole legal and beneficial owner (or, in the case of Scottish Accounts Receivable, the sole owner) of it and no other person has any security interest or rights in it or any of the Goods;
 - 10.3.8. the Contract is not regulated by the Consumer Credit Act 1974;
 - 10.3.9. the Customer has no right, apart from under the Contract, to claim any money from you;
 - 10.3.10. it has not been included in a Finance Request before;
 - 10.3.11. neither you nor the Customer is subject to Insolvency Proceedings;
 - 10.3.12. the Customer has an established place of business and is not an Associate of yours, nor a private individual, nor domiciled outside of the United Kingdom of Great Britain and Northern Ireland; and
 - 10.3.13. all details contained in the Finance Request are genuine, correct and complete.
- 10.4. You agree:
- 10.4.1. not to alter the standard terms of your Contract, including your Payment Terms without telling us and supplying a copy;
 - 10.4.2. not to change or cancel the Contract or any invoice after any Accounts Receivable has been bought by us;
 - 10.4.3. not to issue a credit note in relation to any Financed Accounts Receivable without our prior written consent;
 - 10.4.4. not to grant any form of security over, nor enter into any financing agreement in respect of, your Accounts Receivables without our prior written consent (such consent shall be at our absolute discretion);
 - 10.4.5. to tell us about any change in the management or ownership of your business before it happens;
 - 10.4.6. to tell us promptly if the Customer owing a Current Financed Accounts Receivable becomes subject to Insolvency Proceedings or any other circumstances relating to a Customer that may give us cause for concern whether in respect of their financial viability or otherwise;
 - 10.4.7. without prejudice to our rights in relation to any Insolvency Proceedings that occur by virtue of a moratorium being declared, to:
 - 10.4.7.1. notify us of any intention to appoint a monitor in advance of such appointment; and
 - 10.4.7.2. to the extent that it is reasonably practicable, consult with us in respect of the insolvency practitioners proposed to be appointed to act as monitor with respect to any such moratorium; and
 - 10.4.7.3. notify us immediately of the actual appointment of a monitor in respect of any indebtedness,
 - 10.4.8. to inform us of any event in which a Customer is giving you cause for concern or ought reasonably to do so or where you are in receipt of documented evidence from a Customer that leads you to be concerned or ought reasonably to do so;
 - 10.4.9. to pay to us promptly, if we ask, any Accounts Receivable Current Financed after its Funding Period, so that Your Liabilities may be the same as that of

- a principal Customer without the need for any prior demand on the Customer;
- 10.4.10. to indemnify us against all claims against us by any Customer and discharge all Disbursements;
 - 10.4.11. to fully utilise the Platform credit collection procedures, particularly if we are making any Advance Payment or other payment to you in respect of an Accounts Receivable. For the avoidance of doubt, this will include ensuring that you activate the automatic email reminders with a minimum frequency of 30 days;
 - 10.4.12. to follow all procedures for the operation of this Agreement which we tell you about (including the Special Conditions) and to assist us in every way to look after our interests and to ensure that all your directors, officers, employees and agents do likewise;
 - 10.4.13. you (and you shall ensure that no other member of your group of companies) shall not directly or indirectly use the proceeds of any facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions;
 - 10.4.14. you (and you shall ensure that all other members of your group of companies) shall:
 - 10.4.14.1. conduct businesses in compliance with applicable anti-corruption laws; and
 - 10.4.14.2. maintain policies and procedures designed to promote and achieve compliance with such laws;
 - 10.4.15. you shall, and you shall procure that no other member of your group of companies will, involve or include, directly or indirectly, any Designated Person in any of its dealings with us or related to a facility;
 - 10.4.16. you shall not, and you shall procure that no other member of your group of companies will, directly or indirectly fund all or part of any payment under or in connection with a facility out of proceeds derived from business or transactions with a Designated Person or from any activity which is in breach of any Sanctions Regime;
 - 10.4.17. you shall ensure that your group of companies maintains appropriate policies and procedures designed to prevent any action being taken that would be contrary to the undertakings in conditions 10.4.15 and 10.4.16 above; and
 - 10.4.18. any provision of conditions 10.4.15 to 10.4.17 shall not apply to any person if and to the extent that it is or would be unenforceable by or in respect of that person by reason of breach of any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 protecting against the effects of the extra-territorial application of legislation adopted by a third country, and actions based thereon or resulting therefrom (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom). For the avoidance of any doubt, nothing in this Agreement is intended or should be interpreted or construed, as inducing any party to act in a manner that would be in breach of any provision of the Blocking Regulation.

11. Data Protection

- 11.1. The parties recognise that they shall each be processing personal data in connection with the performance of their obligations and/or exercise of their rights under this Agreement and that the factual arrangement between them shall dictate the role of each party (as to controller or processor) in respect of the Data Protection Laws. Notwithstanding the foregoing, the parties agree and acknowledge that where either party processes personal data pursuant to or in relation to this Agreement, that party will be carrying out the processing for its own purposes, and as such will be a controller under the Data Protection Laws.

- 11.2. Each party shall at all times comply with its respective obligations under all applicable Data Protection Laws to the extent such Data Protection Laws applies to it in connection with the performance of its obligations or exercise of its rights under this Agreement.
- 11.3. In relation to personal data which you have collected and subsequently transferred to us, you:
- 11.3.1. warrant that you are not subject to any prohibition or restriction which would: (a) prevent or restrict you from disclosing or transferring the personal data to us, as required under this Agreement; or (b) prevent or restrict us from processing the personal data as envisaged under this Agreement; and
- 11.3.2. shall ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable us to process the personal data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Laws.

12. Recourse

- 12.1. We shall be entitled to exercise Recourse in respect of any Current Financed Accounts Receivable (including for the avoidance of doubt any Protected Receivables):
- 12.1.1. at the end of its Funding Period; or
- 12.1.2. on the date on which this Agreement is ended pursuant to its terms by notice by either party to the other.
- 12.2. We may use Recourse by writing to you or at our discretion by debiting the Repurchase Price to the Client Balance Account. Every such Accounts Receivable will continue to belong to us until the Repurchase Price has been fully cleared, either by payment to us, or by our setting it off against any amount we may owe you in accordance with Condition 8.3 above, after which such Accounts Receivable shall be automatically reassigned by us to you and from that point shall belong once again to you, without any representation, warranty or covenant from us.
- 12.3. If at any time you do not wish us to collect any Current Financed Accounts Receivable, you may request in writing by email to support@lloydsbank.satago.com that the Accounts Receivable be Recoursed to you and at such time, we shall determine whether to accept your request and if accepted, debit the Repurchase Price of such Accounts Receivable to the Client Balance Account.
- 12.4. We may, but are not obliged to, agree with you to accept Finance Requests for new Accounts Receivables and exercise our right to set off the amount of any Advance Payment in respect of any Current Financed Accounts Receivable against Your Liabilities.
- 12.5. Subject to you discharging all Your Liabilities, we shall refrain from exercising our right of Recourse in respect only of any Protected Receivable and only to the extent of any Protected Loss, provided always that we may exercise Recourse in respect of any

Protected Loss where a Notifiable Event occurred within the three calendar months prior to the date of the relevant Advance Payment or where:

- 12.5.1. you and/or the Customer were insolvent or subject to Insolvency Proceedings at the time of the relevant supply of goods or services to the Customer;
 - 12.5.2. at the time of the relevant supply of goods or services the Customer has an invoice due and outstanding (in whole or in part) for more than 45 days;
 - 12.5.3. the Customer is part of any group companies of which you are a part or is an associated company of yours or is your parent company or your subsidiary company;
 - 12.5.4. where any goods or services forming part of a supply to the Customer are subject to a lien, or any dispute, including any counterclaim;
 - 12.5.5. the Protected Loss arises directly or indirectly from or is caused by dishonesty or illegal acts on the part of you or your directors, officers or employees;
 - 12.5.6. the Protected Loss arises directly or indirectly from or is caused by any nuclear fission or fusion or the use or handling of any radioactive materials;
 - 12.5.7. the Protected Loss arises directly or indirectly from or is caused by Political Risks and/or Terrorism;
 - 12.5.8. the Protected Loss arises directly or indirectly from or is caused by any failure to obtain any trading licences, approvals, permissions, consent or other authorisations or otherwise to comply with any law, order, decree or regulation of any competent authority;
 - 12.5.9. where the provision of any payment or benefit under this Condition 12.5 would expose us to any sanction, prohibition or restriction under applicable law or regulation;
 - 12.5.10. to the extent the Protected Loss constitutes Value Added Tax, any form of goods and sales taxes, retention monies, interest penalty charges (whether for late payment or otherwise), other penalty charges, government charges, foreign exchange risk currency fluctuations and any consequential loss or damage;
 - 12.5.11. any valid credit insurance is available to you in respect of the Protected Loss; or
 - 12.5.12. the Customer is a government department, ministry or agency, any regional or local authority or agency or any nationalised undertaking.
- 12.6. In respect of each Protected Receivable:
- 12.6.1. you undertake to comply with all instructions given by us from time to time in respect of such Purchased Accounts Receivable;
 - 12.6.2. upon refraining from exercising Recourse, we shall be subrogated to all rights and indemnities of any nature held by or available to you for the purposes of reducing or recovering any Protected Loss;
 - 12.6.3. At our request at any time you shall at your own cost provide all and any assistance and cooperation we require to enforce any right or seek any remedy in respect of any Protected Loss, including transferring or assigning all rights and entitlement to indemnities of any nature for the purposes of reducing any Protected Loss;
 - 12.6.4. You shall have a continuing duty to perform your obligations to us in pursuing recoveries in respect of any Protected Loss; and
- 12.7. You must notify us in writing immediately upon receipt of any Recoveries and any Recoveries received after we refrain from exercising Recourse in respect of the Protected

Loss to which they relate, shall be paid to or retained by us in satisfaction of such Protected Loss and any remaining balance shall be credited to the Client Balance Account

12.8. For the avoidance of doubt our obligations under Condition 12.5:

12.8.1. shall, unless otherwise agreed in writing by us, cease immediately upon the termination of this Agreement;

12.8.2. shall not constitute a waiver of our rights against the Customer or an election not to seek payment from the Customer.

12.9. If we would otherwise be entitled to exercise Recourse under Condition 12 but we are not so entitled, or are unable so to do because the relevant Current Financed Accounts Receivable (and for the avoidance of doubt, for the purpose of this Condition 12.9 such term shall include any Accounts Receivable in respect of which we have purported to accept a Finance Request, notwithstanding that it may not have been assigned to us or that you may not have been capable of assigning it to us) cannot be assigned by us to you (including, without limitation, because it was not assigned to us under Condition 2) then you shall be liable to pay us promptly on demand an amount equal to the Repurchase Price which would otherwise have been due to us under Condition 12.2..

12.10. Further provision is made on Recourse as it relates to Scottish Accounts Receivable in Condition 18.9 below.

13. Information and your account records

13.1. We shall have the right to inspect any records or documents relating to your financial position or the results of your business activities. In order to do this, you agree that any of our officers or authorised agents may enter upon any premises where you carry on business, or where any of your property is at any time during normal business hours. You undertake to keep us informed at all times of the whereabouts of all such records and documents.

13.2. You authorise us to give to your bank and auditors any information about your affairs and the Financed Accounts Receivables which they ask for, at any time and to get from them any information regarding the state of your accounts or your financial affairs.

13.3. You warrant and undertake that you have given your existing bank manager and auditors, and will give to any replacements, the necessary authority.

13.4. You agree and hereby consent to us passing on any data relating to credit checks or any other data collected by us about you, or any Customer, or its officers, shareholders, partners, agents or employees to any third party insurers or collection agents in the event of a Customer's default or insolvency.

14. Authority to Act in your Name and Further Assurance

14.1. In order to ensure the performance of all you have agreed to do in this Agreement you irrevocably appoint us and our directors at any time, either together or separately, as your attorney to act in your name and on your behalf to sign all deeds and other documents and to do whatever is needed to give effect to this Agreement or our rights including under any Contract, to make any arrangement or compromise, to take or defend any legal proceedings, to endorse any negotiable instrument on your behalf and to execute any further written assignment of any Current Financed Accounts Receivable or its Ancillary Rights covered by this Agreement. You agree to be bound by anything we do if we use this authority.

14.2. At your own expense you shall, and shall use best endeavours to procure that any necessary third party shall, promptly upon request execute and deliver such documents (including assignments, transfers, notices and instructions) and perform such acts (including joining in or otherwise facilitating any legal proceedings) as we may require for

the purpose of giving full effect to this Agreement or taking enforcement action against the Customer.

15. Ending the relationship

- 15.1. We may terminate this Agreement at any time by giving notice to you in writing. Termination of this Agreement will not affect any of our rights and your obligations which arose under it prior to such termination and, in particular, our rights in respect of Accounts Receivables assigned to us, to exercise Recourse, to demand repayment of amounts owing and our power of attorney will survive such termination. Such rights and obligations shall only cease when all monies due from you to us have been paid in full.
- 15.2. After any termination of this Agreement, we may:
- 15.2.1. exercise Recourse in relation to all Current Financed Accounts Receivables;
 - 15.2.2. withhold all payments to you until all Your Liability has been cleared;
 - 15.2.3. ask you to pay to us the same amount as all the Advance Payments made by us which have not been recovered and/or the amount of your outstanding Liabilities;
 - 15.2.4. give notice of assignment of any Current Financed Accounts Receivable to the Customer (if we have not already done so).
- 15.3. As soon as any Insolvency Proceedings happen to you, without any notice or other formality:
- 15.3.1. our request to transfer any Goods under Condition 4 will be treated as having been made on the day before in respect of any Goods which remain in your possession awaiting to be delivered despite any of your assurances and warranties to the contrary and in any event ownership will pass to us forthwith; and
 - 15.3.2. all accounts held by us in your name will be treated as having been combined.

16. Notices

- 16.1. Any written notice or demand required or permitted to be given or made by us to or on you, will be validly served or made if handed to any of your officers or if delivered or sent by first class prepaid post to your address stated in this Agreement, or to any address at which you carry on business, or to your registered office, or if transmitted by e-mail to any e-mail address for you made known to us by you at any time. Any such notice or demand, if served personally, will take effect upon service and, if sent by post, within 48 hours of the time of its posting and, if transmitted by email, upon its transmission.
- 16.2. Any notice required or permitted to be given by you to us will be validly given if sent to us at our registered office by prepaid first class registered post, or email to

support@lloydsbank.satago.com and will be effective upon its receipt by us by virtue of an email from us acknowledging such receipt.

17. Your status

- 17.1. If you are more than one person you agree that:
 - 17.1.1. references to "you" or "your" in this Agreement include references to any one or more of you or to events relating to any one or more of you;
 - 17.1.2. all undertakings, warranties, acknowledgements, appointment and authorities given and made by you in this Agreement shall be deemed to have been given, incurred and made by every one of you;
 - 17.1.3. all Your Liabilities shall be joint and several and we may release or compromise with any one or more of you without affecting our rights against the others; and
 - 17.1.4. we may (but shall not be obliged to) treat any notice to or demand on any one or more of you as notice to or demand on you all and any notice to us by any of you as notice by you all.
- 17.2. If you are a partnership (other than an LLP) all the persons who have signed this Agreement warrant that all the present persons comprising your partnership are named in this Agreement and you undertake to procure that any partner admitted by you will execute such documents as we may require to bind him to the terms of this Agreement.
- 17.3. Except as provided in this Condition 17, this Agreement including all its terms will remain in full force and effect notwithstanding any change in your constitution.

18. General

- 18.1. This Agreement contains all the terms and conditions agreed between you and us to the exclusion of any agreement, representation or other statement made by us or on our behalf by any means before the making of this Agreement. We may amend these Conditions from time to time by giving notice to you. If you submit a Finance Request following your receipt of such notice, you will be deemed to have confirmed your agreement to such amendment.
- 18.2. Except as stated otherwise in this Agreement, including these Conditions, no variation of it or any of its terms will be effective unless it is made in writing and signed by you or on your behalf by a director, partner or member and on our behalf by an authorised signatory.
- 18.3. If any provision of this Agreement is held to be invalid or unenforceable no other provision will be affected and all such other provisions will remain in full force and effect.
- 18.4. We may rely upon any act done or any letter or document signed or any communication sent to us by e-mail or via the Platform by any person purporting to act or sign or send on your behalf despite any defect in or absence of any authority of such person.
- 18.5. Our rights under this Agreement will not be affected in any way by any grant by us of any time or indulgence to you or any other person nor by any delay or failure in our exercise of any option under this Agreement or otherwise.
- 18.6. Without our prior written consent you will not assign or create any charge over any of your rights or benefits under this Agreement nor delegate any of your responsibilities under it. We may assign this Agreement and any of our rights under it. We may also novate it and you agree to sign any documents we may require from you to do so.
- 18.7. Except as stated otherwise in this Agreement, the ending of it will not affect the rights and obligations of either you or us in relation to any Transaction started before the date it is ended, or any Accounts Receivable Current Financed on that date and such rights

and obligations will remain in full force and effect until duly extinguished. All licences and authorities given to us by you in this Agreement are irrevocable and will continue after the ending of it until all Your Liabilities have been fully discharged.

18.8. Neither we nor you intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

18.9. If you assign Scottish Accounts Receivable to us, the provisions of this Condition 18.9 shall apply.

18.9.1. Condition 4.1 shall apply to all Scottish Accounts Receivable and will be amended so that the words: "... (with an absolute warranty in relation to Scottish Accounts Receivable)..." are inserted after the words "with full title guarantee..."

18.9.2. Each Finance Request is agreed by you and us to contain or be deemed to contain the following statement "We hereby assign to you (Lloyds Bank Commercial Finance Limited) the Scottish Accounts Receivable referred to in this Finance Request and their Ancillary Rights with effect from the date on which such Scottish Accounts Receivable become Financed Accounts Receivable and with effect from the same date, we hold such title as we continue to hold in respect of the Scottish Accounts Receivable referred to in this Finance Request and their Ancillary Rights, as trustee in trust for you as part of the property of the trust created under Condition 18.9.3 of the Agreement between us".

18.9.3. This Condition contains a declaration of trust by you in our favour in respect of Scottish Accounts Receivable and their Ancillary Rights. You constitute yourself as trustee for and on behalf of us and constitute us the beneficiary of the trust. The trust property, which you hold on trust for us as trustee is as specified in this Condition. By our execution of the Agreement to which these Conditions form part, we acknowledge having received intimation of the creation of the foregoing trust, and that we know the property that is and will be trust property. Accordingly, you and we agree::

18.9.3.1. immediately that you receive any money or instrument in payment of, or on account of, or in any way relating to any Scottish Accounts Receivable or their Ancillary Rights, you will hold it in trust for us as part of the property of the trust created by this Condition and you will pay it into such account or deal with the same as we may specify;

18.9.3.2. all Scottish Accounts Receivable and their Ancillary Rights purchased or to be purchased by us under the Agreement, together also with all other sums or property, including Goods, which in terms of the Agreement relate to Scottish Accounts Receivable and are to be held in trust for us shall be the property of this trust except where, or until:

18.9.3.2.1. in the case of Scottish Accounts Receivable, we receive payment in full for the Scottish Accounts Receivable or we complete our unencumbered title to the Scottish Accounts Receivable in accordance with Scots law; or

18.9.3.2.2. in the case of each of the Ancillary Rights which relate to Scottish Accounts Receivable, we receive payment in full of the Scottish Accounts

Receivable to which such Ancillary Rights relate or complete our unencumbered title thereto; or

18.9.3.2.3. in the case of each of such other sums or property, including Goods, we receive payment of other money or property relating to the Scottish Accounts Receivable or complete title to that property.

18.9.3.3. If requested by us, you will, at your own expense, give notice to any person of the trust and that any payment is to be made to us.

18.9.4. We may at any time require you, as trustee, or any other person who may have become trustee, to transfer to us absolutely the whole or any part of the property of the trust and to perform any other acts we may consider necessary to protect our interests.

18.9.5. For the avoidance of doubt, Scottish Accounts Receivable and their Associated Rights shall become trust property, as soon as they become Financed Accounts Receivable.

18.9.6. In addition to our rights under the Conditions, we, acting by our directors, Company Secretary and other officers jointly and each of them severally (and any person to whom we may have assigned or novated our rights under the Agreement) are (notwithstanding the generality of any other terms of this 18.9) hereby appointed by you and your successors as trustee under the trust as your attorneys and mandatories (acting in our own interest) with full power both before and upon the insolvency of such trustee to conduct, defend or compromise any legal proceedings in relation to the trust or trust property in your name as trustee or in our name, to agree to and accept any call made on the trustee and to grant, execute, sign and bind any assignments, intimations, documents of transfer, or other deeds and documents necessary or in our view desirable to give us, as beneficiary of the trust, a real right in our own name to the whole or any part of the property of the trust and to deliver the same, and to take all other steps that we or our assignee considers necessary, and generally to bind you as trustee thereunder. You shall ratify and confirm whatever shall be lawfully done under these powers.

18.9.7. If we require, you will promptly and at your expense:

18.9.7.1. execute, stamp and deliver to us a formal written assignment of any Scottish Account Receivable and/or their Ancillary Rights, in the form that we may require; and/or

18.9.7.2. take any other action necessary to perfect or complete the assignment or transfer to us of, or our title to, or the trust in our favour in relation to, any Scottish Accounts Receivable and/or their Ancillary Rights and the proceeds of the same including, without limitation, intimation of the assignment to the relevant Customer.

18.9.8. Notwithstanding the foregoing Conditions, where we exercise Recourse (or you request that we do so) in respect of any Scottish Accounts Receivable, and where we re-assign such Scottish Accounts Receivable to you, when we ask you to you will at your own expense:

18.9.8.1. accept a re-assignment of such Scottish Accounts Receivable (and their Ancillary Rights) once you have paid the Repurchase Price and give notice to the relevant Customer of such re-assignment or we may give such notice ourselves; and

18.9.8.2. as trustee of the trust created pursuant to Condition 18.9.3, transfer any such Scottish Account Receivable to us as beneficiary of the trust so that we can

re-assign the same to you. Thereafter you shall give notice to the relevant Customer of such re-assignment or we may give such notice ourselves.

- 18.10. This Agreement will be construed and take effect in accordance with English law and you submit to the exclusive jurisdiction of the English courts without prejudice to our right to bring proceedings in the courts of any other country.