

Lloyds Bank General Terms for Trade Services
1 General

- 1.1 These are the Lloyds Bank plc General Terms for Trade Services (the General Terms). They apply to any application (the Application) you make for the Bank to Issue any Instrument.
- 1.2 The Lloyds Bank General Terms for Online Trade Services (the LOTS General Terms) apply to any Application made via LOTS. If there is any conflict between the LOTS General Terms and these General Terms, these General Terms shall prevail.
- 1.3 In respect of any Instrument, the relevant Instrument Specific Terms (if any) will be additional to these terms and conditions. If there is any conflict between either these General Terms or the LOTS General Terms and the Instrument Specific Terms for any specific Instrument, the Instrument Specific Terms shall prevail in connection with that Instrument.

2 Application and Documentary Collections

- 2.1 To make an Application, you will need to send us a completed application form (except as set out in Clause 2.4 for documentary collections). We have standard forms for different types of Instruments. In certain circumstances, we may permit you to use a different type of form, this will need to be specifically agreed with us in advance of the proposed Application.
- 2.2 You agree that we are under no obligation to accept any Application and are entitled to decline any Application without liability in our absolute discretion.
- 2.3 By making an Application, you irrevocably authorise us to Issue the Instrument that it relates to, and you agree to be bound by these General Terms.
- 2.4 If we receive a documentary collection for delivery to you, that collection may include a requirement for avalisation of a promissory note or bill of exchange. By instructing us that you wish to accept the terms of any such documentary collection, you authorise us make that avalisation.

3 Terms, form and Issue of the Instrument

- 3.1 This Clause 3 does not apply to any Instrument which is a bill of exchange or a promissory note.
- 3.2 Unless we agree otherwise, the Instrument will be Issued subject to the following ICC Rules:
- (a) in respect of a documentary letter of credit, UCP 600, or if you specifically request this in the Application, UCP 600 as supplemented by eUCP;
 - (b) in respect of a demand guarantee, URDG758;
 - (c) in respect of a standby letter of credit, ISP98 or if you specifically request this in the Application, UCP 600; or
 - (d) in respect of a collection instruction, URC522 (or if agreed by the Bank and specified in the collection instruction, eURC 522).

4 Authorisation, indemnity and cash cover

- 4.1 By making an Application you irrevocably and unconditionally authorise us, as applicable:
- (a) other than in relation to a collection, to immediately pay or otherwise honour any claim made or purported to be made under the Instrument that appears on its face to be in order:
 - (i) whether received by email, SWIFT or any other means;
 - (ii) without requiring any proof that the amounts(s) claimed is/are properly due;
 - (iii) without verifying the authenticity or authority of any signature(s) (including electronic signatures) appearing on such claim and/or any accompanying document(s) (including electronic records) or the identity of any person issuing or purporting to issue or delivering any such claim and/or accompanying document(s); and
 - (iv) without the need to consult with, or obtain consent or any confirmation from you or any other person and/or even if you or any other person contests the Bank doing so;

and any action we take in compliance with this authority will, as between you and us, be conclusive evidence of our liability to satisfy that claim (including as to the manner and amount of it); and

- (b) if the Instrument is a deferred payment or acceptance letter of credit or bill of exchange drawn against you or promissory note issued by you, to offer to discount or otherwise prepay and to discount and otherwise pay under that Instrument or the draft accepted under it before the maturity date of the Instrument or that draft.

4.2 You must immediately on demand:

- (a) pay to us an amount equal to:
 - (i) (other than in relation to a collection) the amount of any claim under any Instrument (or under any draft accepted under any Instrument); and
 - (ii) the amount of any payment made by us or our correspondent bank under or in connection with any Instrument (including under any counter-indemnity (however described) in favour of any correspondent bank) and any such counter-indemnity shall be binding on you; and
- (b) indemnify us against any cost (including legal costs), expense, loss or liability we incur or suffer (otherwise than by reason of our gross negligence or wilful misconduct) in connection with:
- (c)
 - (i) any Instrument or
 - (ii) any breach by you of your obligations under the Application or these General Terms.

4.3 As between the Customer and the Bank, any claim paid or otherwise honoured, as applicable, under the Instrument shall be conclusive evidence that the Bank was liable to pay or otherwise honour that claim. Nothing in this Clause 4.3 shall absolve the Bank from any obligation it may have to comply with the ICC Rules to which the Instrument is subject (if any).
4.4 The presentation of any documents under an Instrument shall be deemed to be in compliance with the terms of the Instrument if we determine that they appear to be in order and, taken as a whole, conform with the requirements of the Instrument. Notwithstanding Clause 4.3, you agree to waive all claims which you may have against us for any delay that may arise as a result of examining such documents or any failure to identify any discrepancies that may exist.
4.5 We are not required to Issue, renew or extend any Instrument at any time.
4.6 We may, at any time, without prior notice to or authorisation from the Customer:

- (a) cancel or revoke an Instrument if we are permitted to do so by the beneficiary or by the terms of the Instrument; or
- (b) make payment under an instrument if the terms of the Instrument, or of any applicable law, require or permit payment to be made if that Instrument is cancelled, withdrawn, not renewed or not extended.

4.7 Cash Cover

At any time when any Instrument Issued or avalised by us is outstanding, we may at our sole discretion request that you provide us or another Lloyds Bank Affiliate with cash cover for that Instrument. If we do, you must promptly provide us with the cash cover we ask for.

5 Interest, fees and commissions

- 5.1 In respect of any Instrument, you shall pay the Bank's fees, charges and commissions for the Issue, administration or amendment of that Instrument, in the amounts and currencies and at the times notified by us to you on or prior to the Issue of that Instrument or, if we have not expressly agreed the amount, currency or due date for any fee, charge or commission, in accordance with the Bank's fees, charges and commissions published by us (including on our website (whether the Lloyds Bank Website or otherwise)) or otherwise in accordance with our standard practices.
- 5.2 If you fail to pay when due any amount payable by you in connection with any Instrument, interest will accrue on that amount (or so much as from time to time remains unpaid) from its due date to the date of actual payment at 2 (two) percent per annum plus the cost to the Bank (as shall be determined by the Bank in its absolute discretion) of funding that unpaid amount from time to time. Default interest will:

- (a) accrue from day to day before and after judgment;
- (b) be calculated on the basis of the actual number of days elapsed and:
 - (i) for sterling amounts, a 365-day year; and
 - (ii) for amounts in currencies other than sterling, a 360-day year (or, at the Bank's option, another day count convention that is market practice for the relevant currency); and
- (c) (if unpaid) be compounded with the overdue amount on which it has accrued at such times as the Bank may determine (being not more often than monthly) but will remain immediately due and payable.

6 Correspondent banks

Unless agreed otherwise with you, we may Issue, advise or advise any Instrument through any correspondent bank that we choose, in our sole discretion and, if so:

- (a) our counter-indemnity (however described) in favour of the correspondent bank shall be on the terms required by that correspondent bank and shall be subject to the appropriate law, jurisdiction, usage and custom for that correspondent bank;
- (b) our liability to our correspondent bank in respect of such Instrument shall be determined by the terms of our counter-indemnity (however described) in our correspondent bank's favour and your liability under these General Terms shall continue until such time as and to the extent that we have received an authenticated release of liability from our correspondent bank or we are otherwise satisfied that we are no longer under any actual or contingent liability in respect of such Instrument;
- (c) unless otherwise provided by our counter-indemnity, our liability shall be treated as having commenced on the date of issue of our counter-indemnity;
- (d) we may pay immediately on first demand any amount(s) demanded by our correspondent bank under our counter-indemnity;
- (e) in certain countries an Instrument, or our counter-indemnity (or equivalent obligation) in respect of such Instrument issued by a correspondent bank, is subject to specific local legislation and regulations. You shall promptly comply with any such legislative requirements and regulations as though they were set out in these General Terms, and you agree that we may take any action necessary or desirable to comply with any such legislative requirements and regulations.

7 Collections

7.1 In relation to a collection (including any Direct Collection):

- (a) the choice of collecting bank rests with the Bank, notwithstanding that specific instructions may be given by you to the Bank to present through a named bank direct, without the intervention of an intermediary;
- (b) unless otherwise instructed, unaccepted term bills will be sent for acceptance and, following acceptance, will be retained by the collecting bank, pending presentation for payment at maturity. A method of delivery nominated to you by the Bank will be used wherever possible for these documents and duplicate documents, but where this is not possible, they will be delivered by Airmail. Where the method of delivery has been nominated by you, the risk of non delivery, damage to or loss of the relevant documents will remain with you; and
- (c) you undertake:
 - a. not to use any scanned or other electronic copy of a Schedule unless we have previously agreed in writing that you may do so. If we do so agree, the indemnity in Clause 4.2(b) will also apply to any cost (including legal costs), expenses, loss or liability as a result of the creation and use of such electronic copies;
 - b. to ensure that only authorised persons have access to the systems containing such electronic copies, and that such systems can only be operated in a secure manner;
 - c. not to alter the format or content of any Schedule which we have approved without our written agreement;
 - d. to destroy or delete such electronic copies and/or templates of any Schedule if we require you to do so; and
 - e. promptly on request by the Bank, to provide the Bank with such electronic copies and/or templates of any Schedule in such numbers as the Bank requires.

7.2 In respect of any Direct Collection, you agree to upload to LOTS a copy of the relevant Transport Document for that collection promptly upon generating that Transport Document.

8 Representations and warranties

8.1 On the date you send us the Application and the date on which any Instrument is Issued, you make the following representations and warranties to us:

- (a) the Customer is a company duly incorporated under the laws of its jurisdiction of incorporation, is validly existing and has full power to carry on its business as now being conducted, to own its assets and to enter into and perform its obligations under the Application and these General Terms;
- (b) neither you nor any other Customer under any Application are, or consider yourself or such Customer to be, a consumer as described by Section 12 of the Unfair Contract Terms Act 1977;
- (c) the Application has been validly executed and duly authorised by the Customer, and both the Application and these General Terms constitute binding obligations of the Customer, enforceable in accordance with their terms;
- (d) the execution, delivery and performance of the Application and these General Terms is within the Customer's powers, does not contravene any contract binding on the Customer or any of its assets, does not violate any applicable law or regulation, and does not require any notice, filing or other action to or by any governmental authority that has not already been done;
- (e) the Customer and each of its Affiliates has conducted its businesses in compliance with Anti-Corruption Laws and maintains policies and procedures designed to achieve compliance with such laws;
- (f) neither the Customer nor any of its Affiliates (nor to the best of its knowledge and belief any agent, director, employee or officer of the Customer or any of its Affiliates) has taken any action (directly or indirectly) or has authorised any person to take any action which violates or would violate, or creates or would create liability for it or any other person under, any Anti-Corruption Laws;
- (g) neither the Customer nor any of its Affiliates (nor to the best of its knowledge and belief any agent, director, employee or officer of the Customer or any of its Affiliates), is an individual or entity currently the subject of any Sanctions, and neither you nor any of your subsidiaries is located, organised or resident in a country or territory that is the subject of Sanctions;
- (h) in respect of each Application, the transaction envisaged under that Application and the underlying transaction relating to that Application does not violate any Sanctions;
- (i) no material litigation, administrative or judicial proceedings are pending, or to the best of your knowledge and belief threatened, against the Customer, any of its Affiliates or against any director or equivalent officer of any of those persons;
- (j) no action, and no steps have been taken or proceedings started or threatened against you, or any of your Affiliates, for a winding up or interim order to be made against you, any of your Affiliates or for your, or any of your Affiliates' dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, supervisor, trustee or similar officer over, or for the taking into possession or enforcement of security by an encumbrancer, mortgagee or chargee in respect of, all or any part of your, or any of your Affiliates' assets;
- (k) all licenses, consents and approvals necessary or desirable to enable you to complete the Trade Transaction are in full force and effect and will remain so until completion of the Trade Transaction; and
- (l) you have disclosed to us all information that might be material to us in connection with the Application, the Instrument and the Trade Transaction.

9 Payments

9.1 Payment in full

All payments under these General Terms must be made in immediately available funds; in the same currency as that demanded by the Bank; to such account as the Bank specifies; and in full without any set-off, counterclaim, withholding or deduction, unless you are required by law to make a deduction or withholding. If any deduction or withholding is required by law, you must (a) increase the amount payable so that, after making the minimum deduction or withholding required, we will receive and be entitled to retain a net sum at least equal to the sum which we would have received had that deduction or withholding not been made; and (b) within 30 (thirty) days of that payment, forward to us confirmation from the relevant tax authority evidencing receipt by the relevant tax authority of that deduction or withholding.

9.2 Payment Authorisation

- (a) If there are no other payment arrangements in place (that comply with the requirements of this Clause 9), you irrevocably authorise us to debit when due amounts you owe under and/or in connection with any Instrument from any bank account you hold with us or any Lloyds Bank Affiliate. The Bank may do

this at any time without the need to give any notice to you. The Bank may debit accounts even where this causes an account to become overdrawn or exceed any applicable authorised overdraft limit. Any debit balance on such account and any other amounts so paid when due will bear interest in accordance with the terms of that account.

- (b) If requested by us at any time, you will promptly take such actions as are required to:
- (i) authorise us to debit when due amounts you owe under and/or in connection with any Instrument from any bank account you hold with any bank which is not a Lloyds Bank Affiliate; and
 - (ii) instruct the relevant account bank to effect such debit.

9.3 Set-off

We may, at any time, set off any amount that is due from you against any amount we owe you regardless of its place of payment, or currency. We will carry out any necessary currency conversion at our spot rate of exchange for the relevant currencies at the time of the set-off.

9.4 Partial payments

If you make a partial payment, you waive all rights to make an appropriation. Any appropriation by us will apply to the exclusion of any actual or purported appropriation by you.

10 The Bank as agent for Bank of Scotland plc

10.1 This Clause 10 applies if:

- (a) you have a trade facility with Bank of Scotland plc; or
- (b) your banking relationship is with Bank of Scotland plc (whether or not you also have a banking relationship with Lloyds Bank plc); or
- (c) you have otherwise dealt with Bank of Scotland plc in connection with any Instrument and Application.

10.2 Where this Clause 10 applies, Lloyds Bank plc:

- (a) shall be the recipient of any Application;
- (b) shall issue the Instrument; and
- (c) shall effect any transaction in connection with the Application and/or the Instrument,

in each case in its capacity as agent of Bank of Scotland plc (Bank of Scotland plc having appointed Lloyds Bank plc as its agent). Accordingly, for the purposes of arrangements with Bank of Scotland plc described in this Clause 10, each reference to the Bank in these General Terms shall be deemed to be a reference to the Bank acting in its capacity as agent of Bank of Scotland plc. Without prejudice to the generality of the foregoing, for the purposes of arrangements with Bank of Scotland plc described in this Clause 10, any obligations expressed to be assumed by, or rights expressed to be granted to, Lloyds Bank plc under these General Terms, the Application or otherwise in connection with the Instrument and/or any transaction in connection with the Application and/or the Instrument shall be assumed by, or granted to, (as applicable) Lloyds Bank plc in its capacity as agent of Bank of Scotland plc.

10.3 Where this Clause 10 applies, Bank of Scotland plc shall be entitled to separately enforce the rights expressed to be granted to Lloyds Bank plc as agent on behalf of Bank of Scotland plc under or in connection with these General Terms (including without limitation in respect of any debt owing by the Customer under these General Terms). For the avoidance of doubt, any amount payable to Lloyds Bank plc as agent on behalf of Bank of Scotland plc under these General Terms is a debt owing to Bank of Scotland plc by the Customer.

10.4 Where this Clause 10 applies, you irrevocably authorise Bank of Scotland plc to disclose to Lloyds Bank plc any information about your bank accounts, any Trade Transaction, and the relevant Instrument and Application, that Lloyds Bank plc may require or find useful to perform as agent of Bank of Scotland plc.

11 Miscellaneous

11.1 Determination by the Bank

Unless it contains an obvious error, any notice from, or determination by, us of a rate or amount in connection with the Instrument, the Application or these General Terms is conclusive evidence of that rate or amount.

11.2 Waivers

No neglect, delay or omission by any party to exercise or enforce any right or remedy provided under the Application or these General Terms or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise and any waiver will only be effective if made in writing. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.

11.3 Illegality

If any provision of the Application or these General Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability of any other provision of those documents in that jurisdiction; or of that or any other provision in any other jurisdiction.

11.4 Assignment

You may not assign or transfer or otherwise dispose of any of your rights and/or obligations under these General Terms, any Application and any Instrument without the prior written consent of the Bank. We may assign, transfer, sub-participate or otherwise dispose of any of our rights and/or obligations under these General Terms, any Application and any Instrument. If we request that you enter into any further documents in order to allow us to transfer these rights and/or obligations you must do so without delay.

11.5 Third Party Rights

Each provision of these terms and conditions benefitting any of our Affiliates under these General Terms shall be enforceable by that Affiliate under the Contract (Rights of Third Parties) Act 1999. Otherwise, unless expressly provided to the contrary in these General Terms, it is your and our intention that a person who is not a party to the Application has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Application or these General Terms.

11.6 Immunity

To the extent permitted by applicable law, you irrevocably waive, with respect to yourself and your assets, all immunity or privilege that you and your assets may have (on the grounds of sovereignty or other similar grounds) in any proceedings before the courts or arbitral tribunal of any jurisdiction, and you agree to ensure that no such claim is made on your behalf.

11.7 Independent advice

You acknowledge and agree that all decisions you make in connection with any Instrument and/or any Application is based on your own judgment and after obtaining independent professional advice. We assume no responsibility to assess or advise on, and we make no representation as to, the appropriateness of any transaction for any purpose and no action undertaken by any Lloyds Bank Affiliate shall be construed as any Lloyds Bank Affiliate providing any legal, financial, accounting, investment or any other form of professional advice to you for any purpose whatsoever.

12 Disclosure and Communications

12.1 You irrevocably agree that your Confidential Information may be disclosed by us and our Affiliates to:

- (a) our Affiliates and any related funds;
- (b) service providers or professional service advisors to us or our Affiliates;
- (c) any actual or potential participant, sub-participant, assignee or transferee of our rights and/or obligations under any transaction between us and you (or any agent or advisor of either);
- (d) any insurer, reinsurer or insurance broker, or any direct or indirect provider or credit protection to us or our Affiliates;
- (e) any person pursuant to or in connection with any actual or proposed restructuring, reorganisation of or business, transaction of or involving us or our Affiliates, including without limitation any actual or proposed restructuring or reorganisation pursuant to regulatory ring-fencing requirements, and any other persons involved in such transaction and their respective lawyers, consultants, advisers and agents;
- (f) any investor in, or other transaction party, to a securitisation;
- (g) any administrative, settlement or numbering service provider;
- (h) any rating agency or listing authority or verification agent of us or our Affiliates; and
- (i) any person as required by law or regulation or in connection with any legal or arbitration proceedings;
- (j) any governmental, banking, taxation, supervisory or other regulatory authority or similar body;
- (k) any person to whom or for whose benefit we charge, assign or otherwise create a security interest (or may do so); or
- (l) the auditors and other professional advisers of us, our Affiliates, or any other party mentioned in paragraphs (a) to (k) above.

12.2 Where you have given us information about natural persons (such as authorised signatories), you confirm that those natural persons have authorised you to do so (and to receive any data protection notices on their behalf) and that they consent to the processing of their personal data for the purpose of carrying out any action contemplated by these General Terms, and to the transfer of their personal data abroad.

12.3 Notices:

(a) **English language**

All notices, instructions, Applications, requests and other communications in connection with these General Terms ("Notices") must be given in writing in English.

(b) **LOTS**

We will only send Notices to the Customer via LOTS if the Customer subscribes to the LOTS service.

(c) **Delivery of notices**(i) **Notice given by the Bank to the Customer**

- A. Unless otherwise permitted under these General Terms all notices or other communications by the Bank to the Customer may be sent by:
1. e-mail to the Customer at the relevant e-mail address set out in the Application or otherwise notified to the Bank from time to time; or
 2. first class post to or delivered at the address of the Customer set out in the Application or otherwise notified by the Customer to the Bank by giving at least 10 days' prior written notice to the Bank, or if none is specified, to the Customer's registered office.
- B. Any notice sent by the Bank:
1. by first class post shall be deemed to have been delivered on the second Business Day after posting; and
 2. by e-mail before 5 pm UK time on a Business Day shall be deemed to have been delivered on that day, but otherwise on the next Business Day.

(ii) **Notice given by the Customer to the Bank:**

- A. Unless otherwise permitted under these General Terms all notices or other communications by the Customer to the Bank may be sent by:
1. except in respect of any communication or notice which the Bank has notified the Customer must be made by post, e-mail to tradefinance@lloydsbanking.com or to such other e-mail address notified by the Bank to the Customer for this purpose; or
 2. first class post to or delivered at the address (and marked for the attention of the department, if any) notified by us to the Customer for this purpose from time to time or, if no such address has been notified by us, to Lloyds Bank plc, Trade Services, 1st Floor, 125 Colmore Row, Birmingham, B3 3SF.
- B. Any Notice the Customer sends to us, by whatever medium of communication, will be deemed to have been given only on actual receipt by us and if marked for the attention of the relevant department, if any.
- C. If we agree to accept Applications or to send and receive other Notices between us by email, telephone, text or other medium of communication, including any electronic communication through any platform, we may treat any Notice sent to us by that medium that appears to come from an Authorised Signatory as being from that Authorised Signatory.
- D. If the Customer has an Authorised Signatory that is a combination of persons, we are entitled to accept an email appearing to be sent from the email account of one of those persons and copied to the email address of each other person in that combination as a Notice authorised by that combination of persons. We may therefore treat any email sent in that manner as having the authority of that Authorised Signatory.

12.4 **Click Through Action**

All actions, mouse clicks, inputs, or commands exercised, initiated, or submitted by any person purporting to act for and on behalf of you on the Lloyds Bank Website or any other website or platform used by the Customer and the Bank in connection with any Application or Instrument shall each be a "Click Through Action". Each time you carry out or any person purporting to act for and on behalf of you carries out a Click Through Action, this will be conclusive evidence that you intend to be bound irrevocably by that Click Through Action. Click Through Actions shall include, without limitation, user actions such as clicking "I agree," "I accept," "I understand," "Submit," or

exercising any other function intended to record a user acknowledgment, acceptance, submission, approval, consent, or agreement. We and you agree that each Click Through Action shall be deemed to have been made in writing and that no Click Through Action shall be denied legal effect on the basis that it occurred electronically.

12.5 When the Bank may refuse to act on an instruction

(a) **Bank's sole discretion**

The Bank reserves the right, without liability, not to act on any instruction or message at its sole discretion, including if it considers:

- (i) the instruction or message to be inaccurate or to require further explanation;
- (ii) the instruction or message if acted upon, would breach the terms and conditions or the operating limits of the Customer's accounts with any Lloyds Bank Affiliate;
- (iii) not acting on or delaying acting on such instruction or message would assist it to comply with applicable money laundering laws or regulations (in which case the Bank may not be able to inform the Customer of the reasons for its decision); or
- (iv) by following such instruction or message, the Bank would infringe any law or regulation.

The Bank may exercise the right in this Clause 12.5(a) at any time and without notice.

(b) **Sanctions**

- (i) The Bank may not accept instructions and may refuse to take any action pursuant to an instruction if it would result, or in the Bank's reasonable opinion is likely to result, in a breach by it or any Lloyds Bank Affiliate or any of their respective employees of any sanction or embargo whether or not imposed in the UK. If this occurs, the Bank will not be liable for any loss, damage, cost or expense. The Bank will be permitted to disclose to the relevant authorities such information in relation to any instruction as may be required.
- (ii) No Lloyds Bank Affiliate shall be liable to you for any loss or cost in respect of any action or omission by any Lloyds Bank Affiliate in respect of any transaction with you or to which you are privy if any party, goods, jurisdiction or place referred to in, or that is otherwise connected to, that transaction is or becomes the subject of Sanctions.
- (iii) If a transaction or any party, good, jurisdiction or place referred or connected to that transaction is affected by any Sanctions, and Lloyds Bank Affiliate may take any action in respect of that transaction (including without limitation termination of that transaction) and you irrevocably consent to such action and agree to take all necessary action to support such action.

13 Liability and indemnities

- 13.1 The Bank shall not be liable for any loss of profits, business, data or information or for any incidental, indirect, special or consequential damages whether arising from negligence, breach of contract or otherwise, even if informed of the possibility of those losses or damages. Except as otherwise specified herein, the Bank shall not be liable for any direct losses arising out of or relating to any of its actions or omissions to act in respect of any transaction contemplated by these General Terms, except to the extent that any such losses are caused by the Bank's wilful misconduct, fraud or gross negligence.
- 13.2 We shall be entitled, without further enquiry, to rely upon any communication which we believe in good faith to be given or made by any Authorised Signatory or otherwise by you (whether by email, telephone, text, through any platform or other medium of communication or by any other means), irrespective of any error in, or fraud in relation to, the communication or the identity of the individual who sent the communication. You shall indemnify us from and against all losses, costs, expenses, including reasonable attorneys' fees and disbursements, claims, obligations and liabilities (whether actual or contingent, present or future, joint or several, and whether or not subject to the giving of notice and including, without limitation, all actions, proceedings, charges, damages, taxes and duties) which we may suffer, incur or sustain as a consequence of accepting and/or acting upon any such communication (absent gross negligence, fraud or wilful misconduct on our part). If we question the authenticity of any communication and seek to verify its authenticity before acting on that communication, we will not be liable to you for any delay this causes.
- 13.3 All messages (including electronic messages) dispatched or received by us in connection with any Instrument shall be at your risk and cost, and (save where it is directly due to the Bank's gross negligence, fraud or wilful default) the Bank shall not be responsible for any loss caused by mistakes, mutilations or omissions in such messages, coding or decoding or interpretation when received, or by delay on the part of the delivery of such messages.

13.4 The Bank shall have no liability (save where it is directly due to the Bank's gross negligence, fraud or wilful default) relating to the post or other carriage or the loss or destruction of any documents in connection with any Application, Instrument or any presentation under any Instrument (including any Transport Document), whether the same was posted or otherwise sent by the Customer or the Bank.

14 Changes

14.1 At any time and from time to time, the Bank may in its absolute discretion:

- (a) make changes to these General Terms, including, but not limited to, changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions, to take account of reorganisations within Lloyds Banking Group, to change the scope of the Instruments, to improve security or to take account of changes in systems or rules applicable thereto; or
- (b) make changes to the terms and conditions in respect of Instrument.

14.2 Changes made by the Bank in accordance with Clause 14.1 will become effective and shall, subject to Clause 14.3, be binding on the Customer on and from the date on which the relevant Change Notification occurred (or such later date as agreed to by the Bank in its absolute discretion) (the "Amendment Effective Date").

14.3 A change referred to in Clause 14.1 which relates to any Instrument or any Application, shall be binding on the Customer in respect of each Application made on or after the relevant Amendment Effective Date (and each Instrument relating to such Application).

14.4 If a Customer does not agree with any change referred to in Clause 14.1, the Customer shall not (unless otherwise agreed to in writing by the Bank) make any Application on or after the relevant Amendment Effective Date.

14.5 Copies of the latest documents comprising these General Terms and all other documents and material referred to herein are available to the Customer on request from the Customer's relationship manager and/ or at the Lloyds Bank Website.

15 Our service promise

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published on our 'Help & Support pages' at: <https://www.lloydsbank.com/business/help-and-support/account-management/make-a-complaint.html>

16 Governing law and jurisdiction

16.1 These General Terms, each Application and any disputes or claims arising out of or in connection with their subject matter (including non-contractual obligations) shall be governed by, construed and take effect in all respects in accordance with the laws of England and Wales.

16.2 Subject to Clause 16.3, the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim that arises out of or in connection with these General Terms and any Application (including any non-contractual obligations). This Clause 16.2 is for the Bank's exclusive benefit, and shall be without prejudice to the Bank's right to commence proceedings against you in any other jurisdiction.

16.3 For Relevant Customers, the parties irrevocably agree that any dispute arising out of or in connection with these General Terms and any Application (including a dispute relating to the existence, validity or termination of the same) (including non-contractual obligations) (a Dispute) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (the LCIA).

16.4 The arbitral tribunal shall consist of three arbitrators. The Relevant Customer shall nominate one arbitrator, the Bank shall nominate the second arbitrator, and a third arbitrator (who shall act as presiding arbitrator) shall be nominated by the arbitrators nominated by or on behalf of the Relevant Customer and the Bank or, in the absence of agreement on the third arbitrator within 28 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, he shall be chosen by the LCIA Court (as defined in the Arbitration Rules of the LCIA).

16.5 The seat of arbitration shall be London, England. The language of the arbitration shall be English. For the purposes of arbitration pursuant to Clauses 16.3 to 16.5, the parties waive any right of application to determine a preliminary point of law or appeal on a point of law under Sections 45 and 69 of the Arbitration Act 1996.

17 Process Agent

17.1 If:

- (a) you are a person resident in a jurisdiction other than England and Wales (but are not a Relevant Customer); and
- (b) you have not appointed a Service Agent,

without prejudice to any other mode of service allowed under any relevant law, you must, within 3 Business Days of our request, appoint a Service Agent and notify that agent's address to us. If you do not do this, we may appoint a Service Agent on your behalf and at your expense. If we do this we will notify you we have done so and provide details of the Service Agent as soon as reasonably practicable.

17.2 You agree that failure by the Service Agent appointed by you, or by us pursuant to Clause 17.1, to notify you of the process will not invalidate the proceedings concerned.

18 Definitions and interpretation

18.1 Unless otherwise indicated, the following definitions apply.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person, or any other Subsidiary of that Holding Company and, where applicable, any representatives and branch offices of any such person in any jurisdiction.

Amendment Effective Date has the meaning given to it in Clause 14.2.

Anti-Corruption Laws means the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 and any similar laws or regulations in any jurisdiction relating to bribery, corruption or any similar practices.

Application has the meaning given to it in Clause 1.1.

Authorised Signatory means, for you, any natural person (or, if the authority of more than one natural person is required, any requisite combination of natural persons) that you have told us are for the time being authorised by you to make Applications, send Notices, and generally to act for you in relation to these General Terms.

Bank, we, our and us means Lloyds Bank plc (including its branches), or where applicable and in accordance with Clause 10 above, Lloyds Bank plc (including its branches) as agent on behalf of Bank of Scotland plc.

Business Day means a day (excluding Saturday and Sunday) on which banks generally are open for business in England.

Change Notification means, in respect of any change referred to in Clause 14.1, either:

- (a) receipt by the Customer of:
 - (i) a copy of the new terms and conditions; or
 - (ii) a link pursuant to which the Customer can access the new terms and conditions,
 when making an Application; or
- (b) a notification by the Bank to the Customer of such change, which notification may be made by:
 - (i) notifying the Customer of such change;
 - (ii) directing the Customer to the Lloyds Bank Website where the latest terms and conditions and/or a summary of the changes are posted.

Confidential Information means all information relating to you or your Affiliates and the transactions contemplated by these General Terms of which the Bank becomes aware in its capacity as the Bank (or for the purposes of offering the transactions contemplated by these General Terms) or which is received by the Bank in relation to these General Terms from you, any of your Affiliates or any of your or their advisers in whatever form. This includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (a) is or becomes public information other than as a direct or indirect result of any breach by the Bank of Clause 12;
- (b) is identified in writing at the time of delivery as non-confidential by you, any of your Affiliates or any of your or their advisors; or
- (c) is known by the Bank before the date the information is disclosed to it in accordance with the above paragraph or is lawfully obtained by the Bank after that date, from a source which is, as far as the Bank is aware, unconnected with you and your Affiliates and which, in either case, as far as the Bank is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

Customer, you and your means the person instructing the Bank identified as the Bank's Customer and/or the "applicant" in the Application (whether or not such person is also the party to be named in the Instrument itself).

Direct Collection means any collection in respect of which the Customer delivers the Transport Document or otherwise makes a collection instruction directly to any bank other than a Lloyds Bank Affiliate, and in respect of which the Bank has agreed to act as remitting bank.

eUCP means the Uniform Customs and Practice for Documentary Credits for electronic presentation version 2.1, International Chamber of Commerce, 2019.

Holding Company means, for a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

ICC Rules means UCP600, UCP600 as supplemented by eUCP, ISP98, URC522, eURC522 or URDG758 and any industry standard practice guide(s) or procedures that are read, applied or used in conjunction with these rules.

Instrument means the independent payment undertaking or other instrument you have requested the Bank to Issue in the Application, being a:

- (a) documentary letter of credit;
- (b) standby letter of credit;
- (c) demand guarantee, bank guarantee, surety guarantee, bid bond or similar independent undertaking;
- (d) bill of exchange drawn against you or promissory note issued by you; and
- (e) collection instruction or other communication relating to a collection, including any avalisation in connection with any of the foregoing.

Instrument Specific Terms means any terms and conditions applicable to any specific Instrument made available by the Bank from time to time.

ISP98 means the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590.

Issue has the meaning given to it in Clause 18.2.

Issue Date means the date on which we Issued or will Issue the Instrument.

LOTS means the Lloyds Bank Online Trade Services platform operated by the Bank that a Customer may access over the internet through the Lloyds Bank Website using a secure login and use, amongst other things, to exchange messages with the Bank.

Lloyds Bank Affiliates means each of the Bank and its Affiliates (including, in each case, where applicable, any of their representative and branch offices in any jurisdiction).

Lloyds Bank Website means the website at <https://www.lloydsbank.com/business/corporate-banking/terms-and-conditions.html> or any replacement URL.

Relevant Customer means a Customer:

- (a) incorporated or domiciled in the People's Republic of China, Indonesia, Thailand, United Arab Emirates or any other jurisdiction that does not recognise English court judgements; or
- (b) which, regardless of jurisdiction of incorporation or domicile, may claim to be acting at the direction of the state (or a public entity of that state) in a jurisdiction that does not recognise English court judgements.

Sanctions means any economic or financial sanctions or trade embargoes implemented, administered or enforced by the government of the United Kingdom or the United States of America, the United Nations, the European Union, Singapore or other relevant sanctions authority or government authority.

Schedule means a documentary schedule prepared by the Bank in respect of a documentary collection.

Security Interest means a mortgage, charge, pledge, hypothecation, lien, assignment by way of security, retention of title provision, right of set-off, trust or flawed asset arrangement (for, or which has the effect of, granting security) or other security interest securing any obligation of any person, whether or not conditional, or any other agreement or arrangement in any jurisdiction having a similar effect.

Service Agent means an agent for the service of process located in the United Kingdom in relation to any proceedings before the English courts in connection with these General Terms and any Application.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006 (the Act); and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Act but for any Security Interest subsisting over the shares in that company from time to time,

but on the basis that a person will be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

Trade Transaction means the underlying goods transaction to which the Instrument relates.

Transport Document means a transport document evidencing the receipt and acceptance of goods for carriage identifying, amongst other things, the carrier of such goods, place of receipt and place of unloading including but not limited to air waybills, bills of lading and road, rail or inland waterway transport documents.

UCP600 means the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No.600.

URC522 means the Uniform Rules for Collections, 1995 Revision, International Chamber of Commerce Publication No.522.

URDG758 means the Uniform Rules for Demand Guarantees, 2010 Revision, International Chamber of Commerce Publication No.758.

- 18.2 References to **Issuing** (and its derivations) any Instrument includes the Bank issuing or availing that Instrument (as applicable) or procuring directly or indirectly that the relevant Instrument is issued or availed by any other person.
- 18.3 Any reference to the Bank **availing** (and its derivations) means the Bank availing, accepting (or otherwise endorsing or adding its undertaking to pay in respect of) a bill of exchange or a promissory note.
- 18.4 If the Bank procures the Issue of the Instrument rather than Issues the Instrument itself, any reference to:
 - (a) a claim under the Instrument being paid or otherwise honoured or being discounted by the Bank; and/or
 - (b) any loss, cost or liability being incurred by the Bank in connection with the Instrument;
 must be construed to include a claim being made against the Bank under any guarantee, indemnity, reimbursement or similar undertaking given by the Bank to the issuer of the Instrument or to any intermediary between the Bank and that issuer.
- 18.5 Unless indicated otherwise or unless otherwise notified by the Bank, any reference to:
 - (a) any term not otherwise defined in these General Terms shall have the meaning given to it in the Application;
 - (b) a person means any individual, firm, partnership, joint venture, company, corporation, body corporate, unincorporated body of persons or any state or any agency of a state and includes that persons successors and permitted assignees and transferees;
 - (c) any document or person being acceptable, satisfactory or approved means acceptable or satisfactory to, or approved by, the Bank in its sole discretion;
 - (d) the **Instrument**, the **Application** or any other document means that document as amended, extended, supplemented, renewed, novated or replaced (whether on the same terms or otherwise) regardless of the party which requested the amendment, extension, supplement, renewal, novation or replacement;
 - (e) a set of ICC Rules or these General Terms means the latest revision of that set of ICC Rules or these General Terms as at the Issue Date;
 - (f) **including** (and its derivations) or **in particular** must be construed as being by way of illustration or emphasis only and not as limiting the generality of any preceding words;
 - (g) a **Clause** in any document or terms and conditions is to a clause of that document or terms and conditions (as applicable) in which that reference appears;
 - (h) a statute or statutory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; or
 - (i) something being in writing or written includes:
 - A. e-mail;
 - B. LOTS messages; and
 - C. any other form of electronic communication, except where expressly stated otherwise.
- 18.6 We will treat an Instrument as **outstanding** if we have Issued it.
- 18.7 The **amount outstanding** under any Instrument means, at any time, the maximum amount that is or may be claimed from us under that Instrument (or be otherwise payable by us in connection with it).
- 18.8 You providing **cash cover** for any Instrument means you paying an amount in the currency of that Instrument to an account:
 - (a) in your name held with us:
 - (i) from which withdrawals may only be made to pay us amounts due and payable in respect of that Instrument until the amount outstanding under that Instrument is zero; and
 - (ii) over the credit balance of which we have a satisfactory Security Interest and no third party has any Security Interest; or
 - (b) in our name to which Clause 18.8(a)(i) applies.
- 18.9 Any reference to an amount in a currency will be construed as meaning that amount in that currency or its equivalent in any other relevant currency calculated at the Bank's spot rate of exchange at the relevant time for the relevant currencies.