

**Lloyds Bank Corporate Markets plc Trade Finance General Terms**
**1 Application**

- 1.1 These General Terms apply to any Facility Letter and each Facility provided under it to the extent not varied or excluded by the terms of that Facility Letter. They also apply to the extent applicable to any other Finance Document. These General Terms may cover types of facilities that are not available under your Facility Letter. If they do, you may ignore these references. We may amend these General Terms from time to time.
- 1.2 In these General Terms you and your refer to the Customer and we, our and us refer to the Bank. The definitions and rules of interpretation in Clause 20 (Definitions and interpretation) also apply.
- 1.3 The Lloyds Bank General Terms for Online Trade Services (the Online Trade Services General Terms) apply to any Application made via LOTS. If there is any conflict between the Online Trade Services General Terms and these General Terms, these General Terms shall prevail.
- 1.4 Unless the context otherwise requires or unless otherwise defined in these General Terms, words and expressions defined in the Facility Letter shall have the same meaning when used in these General Terms.

**2 Requests to use the Facilities**

- 2.1 To use a Facility, except as set out in Clause 2.2, you must give us a completed application form. You must use the right type of application form for the Utilisation you are requesting. To request a Loan, you should use the form of application in the Facility Letter or any other form we agree with you. To request issue of a Trade Service Instrument (except as set out in Clause 2.2) you should use the relevant application form which has been supplied to you.
- 2.2 This Clause applies if:
- a Facility for Trade Service Instruments is available under the Facility Letter,
  - we receive an inward documentary collection for delivery to you that requires an avalisation; and
  - you instruct us that you wish to accept the terms of that documentary collection.
- If this happens, you authorise us to treat your acceptance of that documentary collection as a request from you to make that avalisation under that Facility.
- 2.3 We may agree another form of Application with you, for instance for a particular type of Trade Service Instrument. If we do, we will also accept an Application from you in that form on condition that when you request a Utilisation using an application in that form, you are agreeing to any additional terms relevant for that type of Utilisation that are incorporated by reference into the Bank's standard form of Application for that type of Utilisation, even though you are not using the Bank's standard form of Application.
- 2.4 You agree we are under no obligation to accept any Application and are entitled to decline the Application without liability in our absolute discretion. You may not revoke any Application without our consent. If we do not tell or otherwise indicate to you that we have reviewed the Application within 10 Business Days of us receiving it, the Application will expire.
- 2.5 We will not consider any Application unless:
- you have satisfied each relevant Precondition and Utilisation Condition;
  - it is signed or submitted by an Authorised Signatory and covers only one Utilisation;
  - the Utilisation to which the Application relates is denominated in the Base Currency or an Optional Currency (if the Facility Letter includes any);
  - the making of the Utilisation to which the Application relates will not result in a breach of any applicable Facility Limit, Tenor Limit or Value Limit; and
  - on the date of that request:
    - the Representations are true in all material respects and will remain true on the proposed Utilisation Date; and
    - no Default is continuing or will be continuing on the proposed Utilisation Date.

- 2.6 We are entitled to consider each Application on a case-by-case basis and to decline any Application without liability in our absolute discretion. We may make the availability of a Utilisation subject to additional conditions. If we do, we will tell you about these soon after we receive your Application.

**3 Making Utilisations available**

If the applicable conditions set out in Clause 2 (Requests to use the Facilities) are satisfied and we decide to accept your Application we will make the relevant Utilisation available on its Utilisation Date.

**4 Interest**

- 4.1 Interest on each Loan will accrue in the currency in which that Loan was made at the relevant Interest Rate from and including its Utilisation Date to but excluding the date you repay it. You must pay us all interest accrued on Loans that are not Fixed-Term Loans on each Interest Payment Date. You must pay us interest accrued on each Fixed-Term Loan on the last day of its term or, if earlier, the date you repay it. If a Facility for Loans is terminated, you must pay any accrued interest on the day you repay the last outstanding Loan under that Facility.
- 4.2 If you fail to pay when due any amount due from you under any Finance Document (other than in respect of a Trade Services Facility), 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 three percent per annum above the Interest Rate applicable for Loans in the currency of that overdue amount. Default interest (if unpaid) will be compounded with the relevant overdue amount on each Interest Payment Date but will remain immediately due and payable.
- 4.3 Interest due under the Finance Documents will:
- accrue from day to day,
  - be calculated on the basis of the actual number of days elapsed and:
    - for sterling amounts, a 365-day year; and
    - for all other amounts, a 360-day year (or, at the Bank's option, another day count convention that is market practice for the relevant currency); and
  - be payable both before and after judgment.
- 4.4 You must pay to us, within three Business Days of our demand, any breakage costs we suffer as a result of you paying all or part of any Fixed-Term Loan on a day other than the last day of its term. If you ask us to, we will provide you with a certificate confirming the amount of our breakage costs.

**5 Charges**

- 5.1 The fees and commissions and the Margin element of interest you must pay us for making Utilisations available are those set out in the Facility Letter or otherwise agreed between you and us. If the Facility Letter does not state when a fee or commission is payable, it is payable within three Business Days of our demand.
- 5.2 In running our business we have to comply with certain requirements laid down by our regulatory authorities and other official bodies as well as the law generally. When we sent you the Facility Letter or last reviewed it, we set the charges (fees, commissions and Margin) payable by you under the Facility Letter in the light of how those regulatory and other requirements affected the cost (to us and our Affiliates) of us funding and making the Facilities available as at that date. If, as the result of any new laws, regulations or requirements or any changes in any existing ones, the cost (to us or any of our Affiliates) of us agreeing to make or making the Facilities available is increased, we may increase the charges you must pay in respect of the Facilities to compensate for that extra cost. If we do this, we will provide you with a written explanation of the rationale for the increase within 30 days of the increase taking effect.

**6 Repayment and prepayment**

- 6.1 You must repay each Loan on the earliest of:
- the last day of any applicable Tenor Limit or, in the case of a Fixed-Term Loan the last day of its term;
  - if the Loan is financing goods or services:
    - the date on which you receive the proceeds of sale from those goods or services; and

- (ii) the date on which you obtain receivables financing (of any description) for the anticipated proceeds of sale from those goods or services; and
- (c) if the Loan is financing a debt owed to you by one of your customers for goods or services you have delivered to them:
  - (i) the date on which you receive payment for those goods or services; and
  - (ii) the date on which you obtain receivables financing (of any description) for that debt owed to you by one of your customers.

## 6.2 If:

- (a) any person or group of persons that are connected or acting in concert gain direct or indirect control of the Main Company; or
- (b) the Customer is not the Main Company and the Main Company stops being the legal and beneficial owner of the entire issued share capital of the Customer, then:
  - (i) you must notify us promptly;
  - (ii) our obligations under the Facility Letter will terminate;
  - (iii) we will notify you that the Facilities are cancelled; and
  - (iv) you must prepay all of your Utilisations on the date we tell you to, together with accrued interest, any applicable breakage costs and any other sums you owe us under the Finance Documents.

in this Clause:

**acting in concert** has the meaning given to that term in the City Code on Takeovers and Mergers;

**connected** has the meaning given to it in section 1122 of the Corporation Tax Act 2010; and

**control** of the Main Company means:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
  - (i) cast, or control the casting of 30% or more of the maximum number of votes that might be cast at a general meeting of the Main Company; or
  - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the Main Company, or
  - (iii) give directions with respect to the operating and financial policies of the Main Company with which the directors or other equivalent officers of the Main Company are obliged to comply; and/or
- (b) the holding beneficially of 30% or more of the issued share capital of the Main Company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

6.3 If it becomes unlawful in any jurisdiction for us to perform any of our obligations in any of the Finance Documents or to fund or maintain any Utilisation, then Clause 6.2 (b) (i) through 6.2 (b) (iv) will apply.

6.4 You may prepay a Utilisation before the date by which you must repay it without penalty. If you prepay a Fixed-Term Loan you must pay accrued interest as well on the date you prepay it.

## 7 Events of Default

7.1 Each of the events set out in this Clause 7.1 is an Event of Default.

7.1.1 You fail to pay when due:

- (a) any amount payable by you under any Finance Document; or
- (b) any other amount you owe to us or any of our Affiliates.

7.1.2 You fail to comply with any of your other obligations under any Finance Document or any other agreement between you and us or any of our Affiliates.

7.1.3 Any Representation is incorrect or misleading when you give it or at anytime when you are deemed to repeat it.

7.1.4 You default under any other agreement under which you have assumed indebtedness and that default has not been waived and entitles the creditor to accelerate that indebtedness or you do not repay any indebtedness when due.

7.1.5 You default in paying on the due date any sum payable by you under any guarantee, indemnity or similar undertaking you have given to any person.

7.1.6 Any of the following events happens to you:

- (a) you are unable or admit an inability to pay your debts as they fall due, suspend payments on any of your debts, or, because of current or anticipated financial difficulties, propose or start negotiations with one or more of your creditors to reschedule any of your indebtedness;
- (b) the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
- (c) your net assets are half or less of your called up share capital;
- (d) a moratorium or other protection from your creditors is declared or imposed or any step is taken to do this;
- (e) any corporate action, legal proceedings or other step is taken in any jurisdiction in relation to:
  - (i) your dissolution, administration, reorganisation or winding-up;
  - (ii) a composition, compromise, assignment or arrangement with any of your creditors;
  - (iii) the enforcement of any Security Interest over any of your assets;
- (f) a receiver, administrative receiver, liquidator, supervisor, compulsory manager, trustee, administrator or similar is appointed in relation to any of your assets or undertaking;
- (g) any expropriation, attachment, sequestration, distress or execution affecting any of your assets that is not discharged within 14 days;
- (h) any actual or threatened seizure, vesting or intervention, by or under authority of a government by which your management is displaced or your management's authority or control of your business is curtailed; or
- (i) any judgment is made against you and is not paid, stayed or discharged within 14 days.

7.1.7 We determine (acting reasonably) that a Finance Document is not or has stopped being in full force and effect.

7.1.8 You stop or threaten to stop carrying on your business as you were carrying it on when you accepted the Facility Letter.

7.1.9 Any of the Events of Default in Clauses 7.1.1 through 7.1.8 occurs in relation to any of your Affiliates or any Obligor, or, for any Obligor that is a natural person:

- (a) any step is taken with a view to:
  - (i) convening a meeting;
  - (ii) preparing or making a proposal; or
  - (iii) preparing, presenting or making a petition, application or report to court or to a receiver,

with a view to any kind of debt order or debt management procedure in respect of that Obligor or any debt repayment plan, debt management plan, deed or arrangement or any composition, compromise, arrangement, rescheduling or moratorium, in relation to all or any part of the liabilities of that Obligor or an assignment with or for the benefit of the creditors of that Obligor;

- (b) a meeting is convened to consider, a resolution is passed, a notice is served or filed, a petition or application is presented, any proceeding is commenced, or any other step taken for, the bankruptcy, winding up, liquidation, administration, rehabilitation, rescue, dissolution or resignation of that Obligor or that Obligor is or becomes the subject of any such procedure;
- (c) any step is taken to enforce security over any asset of that Obligor or to levy, enforce or sue on any distress, execution, sequestration, attachment or other process against any such asset;
- (d) that Obligor dies or becomes of unsound mind or becomes a patient for the purpose of any statute relating to mental health;
- (e) that Obligor:
  - (i) is, or appears to be, unable to;
  - (ii) admits in writing his or her inability to; or
  - (iii) suspends or threatens to suspend making payments with respect to all or any, of his or her debts;

- (f) any of the events referred to in this paragraph 7.1.9 happens in relation to a partnership in which that Obligor is a partner; or
- (g) anything that is, in our opinion, similar to any of the events referred to in this paragraph 7.1.9 occurs under the laws of any jurisdiction.

7.1.10 Any Authorisation or Contract necessary or desirable to enable you to complete any Trade Transaction that relates to an outstanding Utilisation or to conduct your business expires (and is not promptly renewed) or is revoked, suspended or adversely changed.

7.1.11 There is a material adverse change (in our reasonable opinion) in your business, financial condition, operations or prospects.

7.2 As soon as an Event of Default happens, we may do any one or more of the following:

- (a) cancel the availability of any one or more of the Facilities;
- (b) declare all or any of the amounts accrued or outstanding under the Finance Documents to be immediately due;
- (c) declare all or any part of the Utilisations to be payable on demand; and
- (d) exercise any of our rights under the Finance Documents including our rights to enforce the Security.

## 8 Representations and warranties

8.1 On the date you accept the Facility Letter, you make the representations and warranties set out in this Clause 8.1 to us.

- 8.1.1 Each Obligor that is not a natural person 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 Finance Documents to which it is party.
- 8.1.2 The Finance Documents have been validly executed by, constitute binding obligations of, and are enforceable in accordance with their terms against, the Obligors that are party to them.
- 8.1.3 The execution, delivery and performance of each Finance Document by each Obligor that is party to it is within that Obligor's powers, has been duly authorised, does not contravene any contract binding on or affecting that Obligor 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.
- 8.1.4 No material litigation, administrative or judicial proceedings are pending, or to the best of your knowledge and belief threatened, against you, any of your Affiliates or any other Obligor or against any director or equivalent officer of any of those persons.
- 8.1.5 No action, and no steps have been taken or proceedings started or threatened against you, any of your Affiliates or any other Obligor, for a winding up or interim order to be made against you, any of your Affiliates or any other Obligor or for your, any of your Affiliates' or any other Obligor's dissolution or reorganisation, or for the appointment of a receiver, administrative receiver, administrator, supervisor, trustee or similar officer, or for the enforcement of security, over, or for the taking into possession of, all or any part of your, any of your Affiliates' or any other Obligor's assets.
- 8.1.6 There has been no material adverse change in your financial condition since the last day of the financial period to which the most recent set of your audited accounts delivered to the Bank relates.
- 8.1.7 All licences, consents and approvals necessary or desirable to enable you to complete any Trade Transaction that relates to any outstanding or proposed Utilisation are in full force and effect and will remain so until completion of that Trade Transaction.
- 8.1.8 No Event of Default has occurred and is continuing.
- 8.1.9 No Security Interest (other than the Security) is subsisting or will arise over any goods relating to a Trade Transaction to which an outstanding or proposed Utilisation relates, nor over any rights you have under that Trade Transaction.
- 8.1.10 You have disclosed to us all information that might be material to us in connection with the Facilities and all information and reports furnished to us in connection with the Facilities were when made and remain accurate in all material respects except to the extent we have notified you under Clause 9.2.

8.2 You are deemed to repeat each Representation on each day:

- (a) when you have Utilisations outstanding;

- (b) you submit an Application to us; or

- (c) that is a Utilisation Date,

by reference to the facts and circumstances then existing.

## 9 Undertakings

At all times during the Facility Period, except to the extent we agree otherwise in advance and in writing, you undertake to do all of the things set out in this Clause 9.

9.1 To advise us promptly of any Default.

9.2 To supply to us, promptly on request, such other information regarding yours or any Subsidiary's financial condition or business as we, any assignee, Transferee or investor or transaction party to a securitisation may reasonably require (including, all documents, confirmations and evidence required to satisfy any "know your customer" requirements or similar identification checks).

9.3 To notify us promptly if any information or report provided to us by or on your behalf in connection with the Facilities is or becomes inaccurate in any material respect.

9.4 To use only approved warehouses for the storage of goods relating to any Trade Transaction that relates to an outstanding or proposed Utilisation.

9.5 To ensure that you:

9.5.1 comply with all Environmental Law,

9.5.2 obtain, maintain, file (where applicable) and ensure compliance with all requisite Environmental Permits; and

9.5.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law.

9.6 To comply with the terms of all Authorisations and Contracts, where such Authorisation or Contract is necessary or desirable in order to complete any Trade Transaction that relates to an outstanding Utilisation or to the conduct of your business.

9.7 To comply in all respects with all laws to which you may be subject.

9.8 Not to create or allow to be in place any Security Interest over any goods, services or receivables that are being, or are to be, financed under any Facility, other than any Security Interest granted in favour of the Bank alone or the Bank and other Lloyds Banking Group Members only.

9.9 Not to factor or assign to anyone other than the Bank any debts owed to you that relate to goods or services that are being or are to be, financed under any Facility.

9.10 Not to change the nature of your business from how it was being conducted on the date you accepted the Facility Letter.

9.11 To maintain with acceptable insurers adequate insurance over your assets and in particular over all goods that are or are to be financed under any Facility for their full market value and, if we so request, to provide us with evidence of this insurance.

## 10 Payments

10.1 You must pay us all amounts due from you to us under the Finance Documents at our Facility Office in cleared funds by noon on the due date in the currency in which they are due, in full, without set-off or counterclaim and free and clear of all deductions and with holdings (other than those required by law).

10.2 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 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.

10.3 Any:

- (a) amount under a Fixed-Term Loan which, but for this Clause 10.3, would fall due on a day other than a Business Day, will be due on the next Business Day, unless it falls in the next calendar month, in which event that amount will be due on the preceding Business Day;

- (b) other amount which, but for this Clause 10.3, would fall due on a day other than a Business Day, will be due on the next Business Day.

In either event interest and commission calculations will, where necessary, be adjusted accordingly.

- 10.4 If no other payment arrangements (that comply with the requirements of this Clause 10) are in place, you irrevocably authorise us to debit, or to instruct Lloyds Bank plc to debit and remit to us such amounts from any bank account you hold with us or, as the case may be, Lloyds Bank plc and you authorise Lloyds Bank plc to debit and remit such amounts to us.
- 10.5 For the purposes of clause 10.4, you irrevocably authorise Lloyds Bank plc to act upon any instruction received from us and acknowledge and agree that either Lloyds Bank plc is entitled to rely on this clause to their benefit.
- 10.6 We may, at any time while Clause 10.4 applies or an amount is overdue under any Finance Document, set off any amount that has fallen due from you against any amount we owe you regardless of its place of payment, or currency, or whether it is due. We will carry out any necessary currency conversion at the our spot rate of exchange for the relevant currencies at the time of the set-off.
- 10.7 If you make a partial payment, you waive all rights to make an appropriation and any appropriation by us will apply to the exclusion of any actual or purported appropriation by you.
- 10.8 No Lloyds Banking Group Member shall be liable to you for any loss or cost in respect of any action or omission by a Lloyds Banking Group Member 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.
- 10.9 If a transaction or any party, good, jurisdiction or place referred or connected to that transaction is affected by any Sanctions, any Lloyds Banking Group Member 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.

#### 11 Changes to the Finance Documents

- 11.1 We may change any term of the Finance Documents at any time (even if an Event of Default has not occurred):
- to reflect the introduction of or any other change in law or in any code of practice that applies to us or the way we are regulated;
  - to take account of reorganisations in relation to Lloyds Banking Group Members or the group as a whole;
  - to reflect any reasonable changes we make to our systems or processes; or
  - if the change is to your advantage.
- 11.2 If we make a change under this Clause 11 that is to your disadvantage, we will give you 30 days' notice of that change in writing. If you do not wish to accept the change, you may terminate the Facility Letter under Clause 16.1 and repay all outstanding Utilisations and all other amounts you owe under the Finance Documents by sending a Notice to us no later than 60 days after we gave you notice of the change. We may make any other changes to these General Terms straight away by posting details of the changes and a new version of these General Terms with those changes included on the Commercial Banking Website. If we make other changes to the Facility Letter we will notify you of these.

#### 12 Indemnities and limitations on liability

- 12.1 You must indemnify us on demand against any cost (including legal costs) or loss we suffer or incur (acting reasonably) in connection with: (a) the preparation, negotiation and completion of the Finance Documents or any valuation connected with the Security; (b) any amendment, or supplement to, or release of, any of them; or (c) the perfection or protection of any of our rights under them. We will provide you with an estimate of any costs that might be incurred in connection with the valuation and taking of the Security before these are payable.
- 12.2 You must also indemnify us on demand against any cost (including legal costs), loss (including loss of profit) or liability we suffer or incur in connection with the Facilities, including in connection with: (a) any Obligor breaching its obligations under the Finance Documents; (b) us enforcing our rights against any Obligor under or in connection with the Finance Documents; (c) any reliance to which we are entitled under any Finance Document; or (d) any stamp, documentary, registration, value added or other tax or duty imposed on or in connection with any Finance Document.
- 12.3 Our rights under each indemnity in this Clause 12 are without prejudice to any of our other rights.

#### 13 Notices

- 13.1 Each Notice under a Finance Document must be given in writing in English.

- 13.2 We will only send Notices to you via LOTS if you subscribe to the LOTS service. If we send you a Notice by post, we will send it to the address specified in the Facility Letter for this purpose or, if none is specified, to your registered office. Any Notice you send to us by post you must send to the address (and marked for the attention of the department, if any) we specified in the Facility Letter or any replacement address we notify to you. Any Notice you send 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.
- 13.3 If we agree to accept requests for Utilisations or to send and receive other Notices between us by email, telephone, text or any other medium of communication, 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. You agree to indemnify us in respect of any loss incurred by us as a result of our reliance on any Notice we receive from you or that we believe to have been received from you (absent gross negligence or wilful misconduct on our part) through a medium through which you have agreed we may accept Notices from you.
- 13.4 If we have agreed with you to communicate Notices by email between you and us and you have 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 and as therefore having the authority of that Authorised Signatory.
- 13.5 Notices are sent at your risk. We are entitled, acting in good faith, to assume that any Notice we receive from you or appearing to be from you is from you and is duly authorised. If we question the authenticity of any Notice and seek to verify its authenticity before acting on that Notice, we will not be liable to you for any delay this causes.

#### 14 Assignments and transfers

- 14.1 You may not assign any or your rights under any Finance Document without our prior written consent.
- 14.2 You irrevocably consent to us:
- assigning any or all of our rights under the Finance Documents to any:
    - of our Affiliates; or
    - bank, financial institution, trust, fund, securitisation party or any other person regularly engaged in or established for the purpose of making, purchasing, investing in or insuring loans, securities or other financial assets;
  - transferring (by novation or otherwise) all or any of our obligations under the Finance Documents (a Transfer) to any person (a Transferee) provided that no Transfer of our obligations will be effective until the Transferee has confirmed to you in writing that it is bound by the terms of the relevant Finance Documents. Following such confirmation you may look only to the Transferee in respect of that portion of our obligations transferred to the Transferee; and
  - sub-participating or sub-contracting any or all of our rights and obligations under any Finance Document to any party to whom we are entitled to assign or transfer under this Clause.
- 14.3 You must co-operate to assist us in completing any assignment or Transfer permitted under this Clause 14. In particular, you must assist us in transferring the benefit of any Security and you shall sign such documentation as we may reasonably require in order to give full effect to any assignment or transfer permitted under this Clause 14. We will reimburse you for all legal and other out-of-pocket costs including any registration (or similar) fees you incur with our prior written agreement in connection with any requests we make under this Clause 14.
- 14.4 We may without consulting you or obtaining consent from any Obligor, at any time, create any Security Interest in or over all or any of our rights under any Finance Document to secure our obligations, including our obligations to a federal reserve or central bank, except that no such Security Interest will:
- release us from any of our obligations under the Finance Documents or substitute the beneficiary of the relevant Security Interest for us as a party to any of the Finance Documents; or
  - require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to us under the Finance Documents.

**15 Disclosure**

- 15.1 You agree that your Confidential Information may be disclosed to:
- our Affiliates and any related funds;
  - service providers or professional advisors of us or our Affiliates;
  - any actual or potential assignee, sub-participant, assignee or transferee of our rights or obligations under any Finance Document or to any other person to whom we consider it is reasonable to disclose such information in connection with any proposed Transfer, assignment or sub-participation under any Finance Document;
  - to any person pursuant to or in connection with any actual or proposed restructuring, reorganisation of our 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;
  - any investor in, or other transaction party, to a securitisation;
  - any administrative, settlement or numbering service provider;
  - any rating agency or listing authority, insurer, reinsurer or insurance broker, verification agent of or any direct or indirect provider of credit protection to us and to any of their Affiliates;
  - any person to whom or for whose benefit the Bank creates any Security Interest (or may do so) pursuant to Clause 14.4;
  - any of our agents, auditors, service providers or advisers, or those of any party mentioned in paragraphs (a) to (h) above;
  - any person as required by law or regulation, or to any court or regulatory, supervisory or governmental, banking, taxation, supervisory or other regulatory authority or similar body, or in connection with any legal or arbitration proceedings.
- 15.2 Your agreement in Clause 15.1 extends to the disclosure of any information relating to Obligor accounts held with Lloyds Bank plc to the permitted recipients listed in Clause 15.1 for the purposes of Clause 10.4.

**16 Availability and termination**

- 16.1 If you want to terminate the availability of all the Facilities you may do so by notifying us in writing, giving us at least three Business Days' notice. You may only terminate the availability of all the Facilities available under the Facility Letter, not just some of them. After you have notified us, you must not make any requests for Utilisations. If you do and we act on them, you will still be liable to us in connection with those requests.
- 16.2 All Utilisations outstanding on the termination date will continue to be subject to the terms of the Facility Letter and these General Terms until all your obligations to us under the Facility Letter have been irrevocably discharged in full.
- 16.3 We may also cancel the availability of any Facility by giving you at least 30 days' notice. If we cancel a Facility, unless we agree otherwise, you must repay all Utilisations under that Facility by the end of this notice period. This right to cancel availability of any of the Facilities is without prejudice to any other rights we may have to cancel any of them without notice, or with less notice.

**17 Miscellaneous**

- 17.1 Unless it contains an obvious error, any Notice from, or determination by, us of a rate or amount under any Finance Document is conclusive evidence of that rate or amount.
- 17.2 You undertake to execute and deliver any further documents and to perform any further acts we (or any other Lloyds Banking Group Member) may reasonably require to implement the purposes of the Finance Documents or any of the transactions contemplated by them, to perfect or protect any Security Interest created (or intended to be created) pursuant to any Finance Document, or to facilitate the appropriation or realisation of any right or other asset of yours over which we (or any other Lloyds Banking Group Member) have a Security Interest. The Security is in addition to and without prejudice to any other Security Interest, guarantee or other credit support we (or any other Lloyds Banking Group Member) may hold as security for the obligations of any Obligor under the Finance Documents.
- 17.3 Our rights under the Finance Documents may be exercised as often as necessary; are cumulative and not exclusive of our rights under the general law; and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right is not a waiver of that right.

- 17.4 Any amendment, waiver, release or consent by us under any Finance Document will only be effective if made in writing and signed by us, except in the case of amendments, as provided in Clause 11 (Changes to the Finance Documents).
- 17.5 If any provision of any Finance Document is or becomes illegal, invalid or unenforceable in any jurisdiction against any Obligor, that will not affect the legality, validity or enforceability (a) of that provision in that jurisdiction against any other Obligor; (b) of any other provision of that document in that jurisdiction against that or any other Obligor; or (c) of that or any other provision of that document in any other jurisdiction against that or any other Obligor.
- 17.6 The Finance Documents as they apply to it set out the entire agreement between us and you about the Facilities and supersede all previous discussions and understandings between the parties about the Facilities.
- 17.7 Your counterparty for the products referred to in these General Terms is the Bank. This is a separate entity to Lloyds Bank plc which covers all retail and most commercial activities in the UK. Lloyds Bank Corporate Markets plc is rated, by credit rating agencies, individually and separately to other Lloyds Banking Group entities.
- 17.8 If:
- you are a person resident in a jurisdiction other than England and Wales (but are not a Relevant Customer); and
  - 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 (for yourself and each other Obligor) 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.
- 17.9 You agree that failure by the Service Agent appointed by you, or by us pursuant to Clause 18.8, to notify you (and, as applicable, any other Obligor) of the process will not invalidate the proceedings concerned.
- 17.10 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 Facility Letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Facility Letter and these General Terms as they apply to it.
- 17.11 You irrevocably waive, to the extent permitted by applicable law, with respect to yourself and your revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from, suit, the jurisdiction of any court, relief by way of injunction or order for specific performance or recovery of property, attachment of your assets (whether before or after judgment) and execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and you irrevocably agree, to the extent permitted by applicable law, that you will not claim any immunity in any such proceedings).
- 17.12 The Lloyds Bank Corporate Markets plc General Terms for Trade Services (**GTTS**) shall apply to any Trade Service Instrument and to any application you have made to issue a Trade Service Instrument.

**18 Governing law and jurisdiction**

- 18.1 These General Terms 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.
- 18.2 Subject to Clause 19.3, 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 each Finance Document governed by English law (and any non-contractual obligations).
- 18.3 For Relevant Customers, the parties irrevocably agree that any dispute arising out of or in connection with these General Terms and each Finance Document governed by English law (including a dispute relating to the existence, validity or termination of these General Terms (and any 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).
- 18.4 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).

18.5 The seat of arbitration shall be London, England. The language of the arbitration shall be English. For the purposes of arbitration pursuant to Clauses 19.3 to 19.5, 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.

## 19 Definitions and interpretation

19.1 In these General Terms, 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.

**Application** means an application for the Utilisation of a Facility.

**Authorisation** means any licence, authority, permit, consent or approval.

**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 requests for Utilisations, send Notices and generally to act for you in relation to the Facilities and otherwise in connection with the Finance Documents.

**Bank** means Lloyds Corporate Markets plc (including its branches).

**Base Rate** means:

- (a) for sterling, LIBOR; and
- (b) for any other currency, the cost to the Bank of funding the relevant amount of that currency from whatever source it reasonably selects,

in each case as the Bank publishes or notifies to you from time to time. If the applicable rate is less than zero, the Base Rate shall be deemed to be zero.

**Business Day** means a day other than a Saturday or Sunday on which:

- (a) our Transaction Services department is open for business; and
- (b) for a payment, currency conversion or determination of interest, banks are open for general interbank business in the principal financial centre for each relevant currency.

**Commercial Banking Website** means the website at <http://commercialbanking.lloydsbank.com/terms-and-conditions/> or any replacement URL the Bank notifies to the Customer.

**Commission Rate** means, for a Trade Service Instrument, the rate of commission payable by the Customer to the Bank for that Trade Service Instrument, as set out in the Facility Letter or as otherwise agreed between the Bank and the Customer.

**Confidential Information** means all information relating to you or your Affiliates and the transactions contemplated by these General Terms and the Finance Documents 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 and the Finance Documents) or which is received by the Bank in relation to these General Terms and the Finance Documents from you, any of your Affiliates or any of your or their advisers in whatever form, and 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 15;
- (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.

**Contract** means any franchise, agreement or contract.

**Customer** means the customer to which the Bank makes available one or more Facilities under the Facility Letter and if any one or more of the Facilities are made or to be made available to more than one customer, it means the relevant customer.

**Default** means an Event of Default and any event that, with the lapse of time or giving of notice, will become or cause an Event of Default.

**Environment** means humans, animals, plants and all other living organisms, the ecological systems of which they form part and the following media: air, water and land (including land underwater).

**Environmental Claim** means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

**Environmental Law** means any applicable law or regulation about:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance that, alone or in combination with any other, is capable of causing harm to the Environment.

**Environmental Permit** means any permit and other authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Customer conducted on or from the properties owned or used by the Customer.

**Event of Default** means any of the events described in Clause 7.1 and any other event defined as an Event of Default in the Facility Letter.

**Facility** means a trade finance facility made or to be made available to the Customer under the Facility Letter and Facilities means any or all of them.

**Facility Letter** means a facility letter, under which the Bank offers trade finance facilities, that states it is subject to these General Terms.

**Facility Limit** means an amount that the total amount of all Utilisations:

- (a) under the Facility Letter;
- (b) under a Facility;
- (c) of a particular type; or
- (d) with particular characteristics,

may not exceed that is set out in the Facility Letter or that the Bank and the Customer otherwise agree in writing.

**Facility Period** means the period from the date you accept the Facility Letter until the date we are satisfied that there are no amounts outstanding under the Finance Documents and the availability of all the Facilities has been cancelled.

**Finance Document** means any of:

- (a) the Facility Letter;
- (b) each Application, including any terms and conditions that may be contained in, or incorporated by reference into, any application form used to request a Utilisation or to which a request for a Utilisation may otherwise be subject;
- (c) any guarantee, suretyship or similar undertaking given in support of your obligations to us under any other Finance Document;
- (d) any agreement creating or evidencing a Security Interest in our favour that secures your obligations under the Facility Letter or any person's obligations under any guarantee, suretyship or similar undertaking mentioned in (c) above;
- (e) any other document we and you designate as a Finance Document;
- (f) any other general terms that may apply to a Facility as specified in the Facility Letter; and
- (g) these General Terms as they apply to any other Finance Document.

**Fixed-Term Loan** means a Loan the Bank makes available under a Facility for an agreed period (the Loan's term) as opposed to for any period up to a maximum period set by the relevant Tenor Limit, where the interest rate for that Loan is a rate per annum equal to LIBOR plus the Margin.

**General Terms** means these Lloyds Bank Trade Finance General Terms.

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

**Interest Payment Date** means:

- (a) in relation to Loans denominated in Sterling, the 5th day of each calendar month; and
- (b) in relation to Loans denominated in any other currency, the 10th day of each calendar month,

or, if that day is not a Business Day the next Business Day.

**Interest Period** means:

- (a) in relation to an unpaid sum, the period selected by the Bank in accordance with Clause 6.3; or
- (b) in relation to a Loan, a period of 1 or 3 months (to be agreed) but so that:
  - (i) the Interest Period for any borrowing (other than the first) shall end on the last day of an existing Interest Period; and
  - (ii) no Interest Period may extend beyond a repayment date without the agreement of the Bank; and
  - (iii) no Interest Period shall extend beyond the final repayment date.

**Interest Rate** means the rate of interest, expressed as a percentage per annum, applicable to a Loan, being:

- (a) for a Fixed-Term Loan, LIBOR plus the Margin; and
- (b) for any other Loan, Base Rate plus the Margin.

**Interpolated Screen Rate** means, in relation to LIBOR for any borrowing or unpaid sum or for the loan (as applicable), the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from calculating on a straight line basis the position between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period for that borrowing or unpaid sum or for the loan (as applicable); and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period for that borrowing or unpaid sum or for the loan (as applicable).

**LIBOR** means in relation to each Interest Period:

- (a) the applicable Screen Rate; or
- (b) (if no Screen Rate is available for sterling for the relevant Interest Period) the Interpolated Screen Rate; or
- (c) if:
  - (i) no Screen Rate is available for sterling for the relevant Interest Period; and
  - (ii) it is not possible to calculate an Interpolated Screen Rate,

the rate notified to you by the Bank (which you must keep confidential) as soon as practicable and in any event before interest is due to be paid in respect of the relevant Interest Period, to be that which expresses as a percentage rate per annum the cost to the Bank of funding the borrowing, or as the case may be the loan or unpaid sum, from whatever source it may reasonably select,

and if, in any such case, that rate is less than zero, LIBOR shall be deemed to be zero.

**Lloyds Banking Group Member** means Lloyds Banking Group plc or one of its Subsidiaries (including its branches and Affiliates).

**Loan** means a loan made or to be made available under a Facility, or the amount of that loan, or the amount of it outstanding at the relevant time.

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

**Main Company** means the person named as the Main Company in the Facility Letter.

**Margin** means, for a Loan, the percentage rate per annum above LIBOR or the Base Rate used to calculate the interest rate for that Loan that is, as set out in the Facility Letter or as the Bank and the Customer otherwise agree, save that, where a Post-LIBOR Replacement Benchmark Rate is in use by the Bank, the Bank shall incorporate such adjustment to the Margin or the Post-LIBOR Replacement Benchmark Rate, if any, as is necessary in the Bank's opinion, acting reasonably, to put the parties in the same economic position that they would have been in had the Screen Rate for LIBOR not been discontinued.

**Notice** means a notice, instruction, Application or other communication between the Customer and the Bank that is connected with any Utilisation, Facility or Finance Document.

**Obligor** means any person (including you) that is party to a Finance Document, other than the Bank or another Lloyds Banking Group Member.

**Post-LIBOR Replacement Benchmark Rate** means the rate selected by the Bank and notified to you in the event that:

- (a) no Screen Rate is available for sterling for the relevant Interest Period; and
- (b) the Bank reasonably believes that the Screen Rate has been permanently discontinued.

**Precondition** means a condition set out in the Facility Letter that must be satisfied before the Bank will make available any Utilisation to the Customer.

**Relevant Customer** means a Customer:

- (a) incorporated or domiciled in the People's Republic of China, Indonesia, Thailand 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.

**Representations** means the representations and warranties in Clause 8.1 and any other representation or warranty defined as a Representation in the Facility Letter.

**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.

**Screen Rate** means, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for sterling for the relevant Interest Period displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with you.

**Security** means:

- (a) the Security Interests granted in favour of the Bank that secure your obligations under the Facility Letter or the obligations of any other Obligor under any Finance Document; and
- (b) any guarantee, suretyship or similar undertaking given in support of your obligations to us under any Finance Document,

whether generally or specifically.

**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 each Finance Document governed by English law.

**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.

**Tenor Limit** means the maximum period for which a Utilisation:

- (a) under the Facility Letter;
- (b) under a Facility;
- (c) of a particular type; or
- (d) with particular characteristics,

may not exceed that is set out in the Facility Letter or that the Bank and the Customer otherwise agree.

**Trade Services Facility** means a facility for issuing documentary letters of credit, standby letters of credit, surety guarantees, demand guarantees, bonds and other acceptable independent payment undertakings and for availing, endorsing or otherwise undertaking to pay bills of exchange drawn against and promissory notes issued by you.

**Trade Service Instrument** means any:

- (a) documentary letter of credit;
- (b) standby letter of credit;
- (c) demand guarantee, bank guarantee, bid bond or similar independent payment undertaking;
- (d) bill of exchange or promissory note; and
- (e) collection instruction or other communication relating to a collection,

how so ever called that the Bank issues or is to issue at the request of the Customer under a Facility.

**Trade Transaction** means, for a Utilisation, the underlying trade transaction in connection with which that Utilisation is made or to be made.

**Transfer** has the meaning given to it in Clause 14.2 (b).

**Transferee** has the meaning given to it in Clause 14.2 (b).

**Utilisation** means a utilisation of a Facility.

**Utilisation Condition** means a condition set out in the Facility Letter that must be satisfied before the Bank will make available any Utilisation under a particular Facility, or each Utilisation of a particular type.

**Utilisation Date** means the date on which we made or will make a Utilisation available.

**Value Limit** means any limit on the amount of a Utilisation that is relative to the value of the goods, services or receivables that Utilisation is financing or is to finance and that is set out in the Facility Letter or that the Bank and the Customer otherwise agree.

19.2 In the Finance Documents and in these General Terms as they apply to them, except as indicated otherwise, the following rules of construction and interpretation apply.

19.2.1 Any reference to:

- (a) any document or person being acceptable, satisfactory or approved means acceptable or satisfactory to, or approved by, the Bank in its sole discretion;
- (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) a Finance Document or other document means that Finance Document or other document as amended, novated or supplemented; and
- (d) a Clause or Schedule is to a clause of or schedule to the Finance Document in which that reference appears;
- (e) 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.

19.2.2 References to issuing (and its derivations) a Trade Service Instrument includes the Bank issuing, availing that Trade Service Instrument (as applicable) or procuring directly or indirectly that the relevant Trade Service Instrument is issued or availed by any other person.

19.2.3 References to 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.

19.2.4 The words including (and its derivations) and in particular must be construed as being by way of illustration or emphasis only and not as limiting the generality of any preceding words.

19.2.5 We will treat a Trade Service Instrument as outstanding if we have issued it or agreed to issue it.

19.2.6 The amount outstanding under a Trade Service Instrument means, at any time, the maximum amount that is or may be claimed from us under that Trade Service Instrument (or be otherwise payable by us in connection with it) but in all cases only to the extent that we have not been reimbursed or indemnified in respect of, and do not hold cash cover for, that amount at that time.

19.2.7 Any reference to you repaying or prepaying a Trade Service Instrument means:

- (a) you providing cash cover for that Trade Service Instrument;
- (b) the maximum amount payable under that Trade Service Instrument being reduced in accordance with its terms; or
- (c) us being satisfied that we has no further liability under that Trade Service Instrument,

and the amount by which that Trade Service Instrument is repaid or prepaid under 19.2.7 (a) or 19.2.7 (b) is the amount of the relevant cash cover or reduction.

19.2.8 You providing cash cover for a Trade Service Instrument means you paying an amount in the currency of that Trade Service Instrument to an account:

- (a) in your name held with us Lloyds Bank plc, or any other Lloyds Banking Group Member:
  - (i) from which withdrawals may only be made to pay us amounts due and payable in respect of that Trade Service Instrument until the amount outstanding under that Trade Service 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 held with Lloyds Bank plc to which Clause 19.2.8 (a) (i) applies.

19.2.9 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.