COMMERCIAL BANKING

Lloyds Bank Plc

Connected Terms and Conditions

These terms apply immediately to new clients and are effective from 18th December 2024 for existing clients.

LLOYDS BANK

Navigating these terms

Part I – Connected Important Information

Part I includes information about us, Lloyds Bank Plc, our interactions with you, these Connected Terms and Conditions and the platform, as well as who to contact if you need assistance.

Part II – Connected Terms and Conditions

Part II sets out the terms and conditions that apply to our provision of and your use of Connected which includes, the use of Connected by your Users, the use of the Platform and entering into Transactions through Connected.

Part III – Glossary

A list of key terminology used in these Connected Terms and Conditions can be found at Part III.

Schedule I – Data Protection and Confidential Information

Information about how we comply with applicable data protection laws and regulations. This also includes the terms governing the treatment of confidential information under these Connected Terms.

Schedule II – Additional Information

In certain parts of these terms, we highlight information on our website where you can find more details. To help you go to the relevant information, we've included links in Schedule II. Please contact your Lloyds Bank Representative if you need any support.

What's in these Terms and Conditions?

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Part I – Connected Important Information

A. About us

1. Introduction

Connected is a digital trading Platform for foreign exchange ("FX") owned by Lloyd's Banking Group, with tools to help you navigate foreign currency markets.

These Connected Terms and Conditions (the "Connected Terms") supplement the General Terms of Business which apply to the overall banking relationship between you and Lloyds Bank plc or Bank of Scotland plc and also contain certain important Legal and regulatory matters that you should be aware of.

The Connected Terms apply specifically to our provision of Connected to you or any of your Users, including use of the Platform and Transactions you make using Connected.

We have arranged these Connected Terms in a way that we hope will make it easier for you to find what is relevant to you. To help you locate the section you are looking for we have:

- .. included a contents table to help you navigate to the relevant section when you need it;
- .. highlighted key information within these Connected Terms; and
- .. included summaries to help you quickly identify the information that you are looking for.

We hope that this will be helpful to you, however, please note that we recommend you read this document and any ancillary documentation provided to you in full. You must ensure that you have read and understand these Connected Terms in their entirety before using Connected.

If you have any questions or require further information from us please contact your Lloyds Bank Representative or the Helpdesk on 0203 578 0036.

2. Who we are

- Lloyds Bank plc is a company registered in England and Wales with company number 2065. The registered office of Lloyds Bank plc is at: 25 Gresham Street, London EC2V 7HN.
- Bank of Scotland plc is a company registered in Scotland with company number SC327000. The registered office of Bank of Scotland plc is at: The Mound, Edinburgh EH1 1YZ.
- Lloyds Bank plc, Bank of Scotland plc and Lloyds Bank Corporate Markets plc are part of the Lloyds Banking Group.
- These Connected Terms supplement and form part of the General Terms of Business that you have entered into with Lloyds Bank plc or Bank of Scotland plc.

3. How we're regulated

- Lloyds Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority under FCA registration number 119278.
- Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under FCA registration number 169628.

To find out more about us, please see the Financial Services Register: www.fca.org.uk or call the FCA on 0800 111 6768.

We are required to comply with applicable rules of the FCA, the PRA and other relevant regulators. This shall not give rise to any obligations or rights in contract between you and us except as provided for by Applicable Regulations.

B. Understanding these terms and our products

1. Definitions

Words which begin with a capital letter have a specific meaning that is explained in the Glossary or may be defined in the body of these terms.

- By 'we', 'us' or 'our' we mean the relevant banking institution that you normally deal with, which shall either be Lloyds Bank plc or Bank of Scotland plc.
- By 'you' or 'your' we mean you as a client or customer of Lloyds Bank plc or Bank of Scotland plc and where the context requires, your Users.

In these Terms:

- words or expressions shall have the particular meaning, if any, given to them in the body of these Connected Terms and/or the Glossary set out at the end of this document;
- reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and also to all statutory instruments or orders made pursuant to it;
- references to a person or entity include a company, corporation, firm, unincorporated or incorporated association, or statutory authority;
- unless the context requires otherwise, references to any document include reference to such document as may be amended, supplemented, novated, substituted or replaced from time to time; and
- any phrase introduced by the words "including", "includes", "in particular", "for example" or "such as" or similar shall be construed as illustrative and shall not limit the generality of the related general words.

2. Understanding these terms

These Connected Terms apply to our provision of Connected to you or any of your Users including:

- use of the Platform;
- for the execution of Transactions (Connected operates on a Request for Quote (RFQ) basis).

In addition, Transactions may also be subject to the relevant Transaction Terms and/or to any terms specified in the relevant Trade Acknowledgement.

Any relevant Trade Acknowledgment, any relevant Transaction Terms, these Connected Terms and the General Terms of Business each constitute legally binding agreements between you and us and are referred to collectively as the "Connected Agreements".

If there is any conflict between any of the Connected Agreements, the order of priority shall be as follows starting with the highest and ending with the lowest priority:

- 1. Any relevant Trade Acknowledgement;
- 2. Any relevant Transaction Terms;
- 3. These Connected Terms; then
- 4. The General Terms of Business.

Order of Priority Example 1: if a provision in these Connected Terms conflicts with the General Terms of Business, the Connected Terms take precedent.

Order of Priority Example 2: if a provision of these Connected Terms contradicts any relevant Trade Acknowledgement, the Trade Acknowledgement will override the relevant provision in these Connected Terms.

These Connected Terms will become legally binding between you and us on the date that you first access the Connected Platform.

3. The language we will communicate in

These Connected Terms are provided to you in English. All communications between you and us, all information and all documents shall be in English, unless required by Applicable Regulations. To the extent you require any assistance with understanding these Connected Terms please contact your Lloyds Bank Representative or the Helpdesk before using the Connected Platform.

B. Who to contact if…

1 You have questions

If you have any questions about these Connected Terms, need further information, or would like another copy of these Connected Terms please contact your Lloyds Bank Representative or the Helpdesk on 0203 578 0036.

2 You have a complaint

If you experience a problem or wish to complain in relation to any aspect of our relationship under these Connected Terms, please bring this to the attention of your Lloyds Bank Representative or the Helpdesk as soon as possible.
Once we receive your complaint, we will write to you to acknowledge your complaint and let you know when you can expect a full response or to tell you what we have done to resolve the problem. Our full complaints policy is available upon request from your Lloyds Bank Representative or from the Helpdesk.

Some customers will be "eligible complainants". This means that they may be able to refer their complaint to the Financial Ombudsman Service.

The financial ombudsman is a free and independent organisation that specialises in settling disputes between clients and financial firms. If you are eligible, this option is available as we provide services in the United Kingdom. If you are a natural person or a small business, you may be eligible to complain to the Financial Ombudsman Service.
A detailed description of the Financial Ombudsman Service (including information as to how to make a complaint, eligibility criteria and the procedures involved) is available from the Financial Ombudsman Service, who can be contacted at Exchange Tower, Harbour Exchange, London, E14 9SR or via their website at www.financial-ombudsman.org.uk.
The Financial Ombudsman Service will only consider your complaint once you have first tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help.

3 You need extra help

You can ask for a copy of this document in Braille, large print or audio by contacting the Helpdesk your Lloyds Bank Representative.

If you have a hearing or speech impairment, you can use Relay UK. More information on the Relay UK Service can be found at: relayuk.by.com.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and help improve our quality of service.

Part II – Connected Terms and Conditions

1. Your Use of Connected

Summary: This Clause explains how you may add or amend Users to Connected and individual modules that you subscribe to on the Platform, as well as your responsibilities for each of your Users' use of Connected and the overarching responsibilities that you agree to comply with when accessing and using the Connected platform.

If you are an existing corporate banking customer of Lloyds Bank, you may apply to use Connected. We reserve the right to reject any such application or registration. Please contact your Lloyds Bank Representative or the Helpdesk for more information regarding the application process or if you have any questions regarding Connected.

You must specify at least one Authorised Signatory (to act as a lead user) in your application for registration that will have access to the Platform. If you wish to authorise any additional User(s), your existing Lead User must follow the on-screen process to add additional Users. Please contact your Lloyds Bank Representative or the Helpdesk for more information regarding this process.

If at any point following your registration to Connected you wish to cancel any individual User's authorisation or disable a module that you have subscribed to on the Platform, the lead user can do so by following the on-screen instructions. If you wish to unsubscribe your company from the Connected platform, you must notify us in writing in accordance with part II Clause 16.4. We will process your request within five (5) Business Days following our receipt of your notification. We will retain your profile and records for 30 days' following this, before deleting all data held within the Connected platform.

1.1. Without prejudice to any other rights and rectification that we may have under the Connected Agreements and at law (meaning that any such other rights and remedies are not affected by the contents of this Clause), we may suspend or terminate use of Connected by any individual User or group of individuals at any time, if, in our reasonable opinion, we believe that the User is not complying with these Connected Terms, any associated Connected materials or User Guides, or is otherwise using Connected in a manner that we, at our discretion, believe to be unacceptable.

1.2. Neither you nor your Users should attempt to gain unauthorised access to Connected, to any User accounts, or to any of our other computer systems or networks through hacking, password mining or other means to gain access to Connected. We may use any legal and technical remedies available to us to prevent or remedy any breach of this Clause. We will notify you as soon as reasonably practicable of any such suspension or termination of access.

1.3. You agree that:

- any User that is authorised by you may use Connected to the full extent that you are permitted to use Connected by us in accordance with these Connected Terms;
- we may treat any person who reasonably appears to be you, as you (for example because they are using your Login Details. You shall be responsible for the acts and omissions (and any resulting losses) of any such person who appears to be you as the User without your permission as if their acts and omissions were your own whether or not they were acting fraudulently without your authorisation or otherwise;
- you shall be responsible for ensuring that you have adequate controls in place to monitor the use of Connected by Users and to restrict access to Connected to Users who you have authorised;
- you shall comply, and shall ensure that any Users comply, with all applicable terms and conditions relating to the use of Connected, and with all applicable procedures and instructions issued by us; and
- Users shall not use Connected:
  - in a way or for a purpose that is not authorised or intended by us;
  - fraudulently, or in breach of Applicable Law or the Connected Agreements;
  - other than for your own commercial purposes;
  - in an offensive manner by the use of abusive, foul, or derogatory language or otherwise; or
  - in a manner that could damage, disable, overburden, or impair our servers or networks or interfere with any other party's use and enjoyment of Connected.

Key Information

- **Existing Lloyds Bank Commercial Banking customers can apply to use Connected.**
- **We may reject applications to use Connected at our discretion.**
- **Registration applications must name at least one authorised Lead User. Additional Users can be added by following the on-screen instructions.**
- **You can cancel your Users' access or access to individual modules in the platform.**
- **You can unsubscribe your companies' access by notifying us in writing. We will arrange for the changes to be made no later than 5 Business Days following our receipt of your written notice.**
- **We are entitled to treat anyone that appears to be your User as you and you are responsible for their acts or omissions as if they were your own.**
- **It is your responsibility to ensure that you and your Users comply with the terms of the Connected Agreements and with all applicable procedures, & instructions issued by us.**
- **We may terminate a User's use of Connected or suspend their access if we believe that they are not complying with these Connected Terms, any Connected materials or the User Guide; or if they are using Connected in a way we consider to be unacceptable.**
- **You may only use Connected for your own commercial purposes.**

2. The basis on which we provide Connected

Summary: This Clause explains that Information provided on the Platform is for information purposes only and we do not provide any assurances as to its accuracy. Your access and use of Connected is at your own risk and we are not responsible for any decisions that you or your Users make as a result of you using Connected, the information displayed on the Platform or your decision to enter into any Transactions. We will not provide you with investment advice and you should seek your own independent financial advisor if you require investment advice.

2.1 Connected is a "Request for Quote" platform that provides you with the ability to ask us to quote a price that we may be prepared to enter into a Transaction at. Requesting a quote from us does not oblige us to provide you with a quote nor does it oblige us to enter into a Transaction.

2.2 All Transactions are entered into on an '**execution- only**' basis. This means that Transactions are entered into in accordance with your instructions.

When we provide Connected, we do **not** provide any investment advice. This means that whilst we may provide you with information that may help you to decide on whether to enter into a Transaction, we will not make any personal recommendation to you on the merits of entering into a Transaction. **If you require investment advice, please seek your own independent financial advisor in respect of such matters.**

For specific modules provided on the Platform we may, at our discretion, require further authority from you and your Users to grant you access to those modules. However, with the exception of any such specific modules, generally any information or tools made available on the Platform is **generic** and **available to all customers**. Tools and Information are provided on an **'information-only' basis**.

We are not responsible for the decisions that you or your Users make as result of you using any such information or other facilities made available on the Platform, and we are **not** liable for any loss or damage that may arise from any such decision that you or your Users make.

2.3 To the extent permitted by Applicable Law, we make no warranty or representation as to the accuracy of any content displayed on the Platform.

2.4 Where the Platform contains links or references other resources that are provided by third parties (such as websites), these are provided for your **information only**. We have **no** control over the content of any third-party resources, and we accept no responsibility for them or for any loss or damage that may arise if you choose to use them.

2.5 Where the Platform contains links or makes reference to other resources provided by third parties (such as websites), you agree to use those third-party resources in accordance with the terms that they are provided by the third-party to us. You are also responsible for ensuring that your Users comply with the third-party terms. Any such third-party terms will be notified by us to you from time to time.

2.6 **Your access and use of the Platform is at your own risk** and we do **not** warrant or guarantee that the use of the Platform or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet which include but are not limited to, for example, loss of data, computer virus infection, spyware, malicious software, trojans and worms.

Key Information

- **The Connected Platform allows you to submit a request for us to quote a price at which we may be prepared to enter into a Transaction.**
- **By submitting a request to quote, you do not obligate us to provide you with such a quote or to enter into a Transaction with you.**
- **Tools and information made available on the Platform are provided for information only.**
- **We do not provide you with any investment advice.**
- **All transactions shall be entered into on an "execution-only" basis.**
- **To the extent permitted by Applicable Law, we do not make any representation or warranty as to the accuracy of the content on the Platform.**
- **Access and use of the Platform is at your own risk.**

3. Other Facilities on Connected

Summary: This Clause explains how you may use other facilities "Feature Tools" on the platform and the requirements that you must comply with. Interactive Tools are chat functions available on Connected to allow you to discuss matters in relation to Transactions and financial markets with us.

3.1 Interactive Tools. Without prejudice to the provisions in Clause 2 above of this Part II, the following terms shall apply to your use of, as well as any of your Users use of, a chat function that is made available on Connected. Any such chat functions are referred to as "Interactive Tools":

- the Interactive Tool is intended to provide a real time communication channel to allow you to discuss matters relating to Transactions and financial markets with Lloyds Bank. You may only use Interactive Tools for these purposes and in accordance with your trade, business or profession and not for any other purpose or with or for any third party;
- the Interactive Tool must not be used to transmit any message or attachment which you or any User knows to be untrue, misleading, or which is unlawful, abusive (in any manner), libelous (for example accusatory in nature) or could otherwise be viewed by a reasonable person as being objectionable in any way. Before you send any file or attachment using an Interactive Tool, you must first ensure that it is free from any computer virus or other malware that may damage or hinder our systems;
- you shall ensure that you and your Users comply with Applicable Law when using an Interactive Tool. From time to time we may impose restrictions on your use of the Interactive Tool, including but not limited to, the number of messages you may send, the size of message and/or attachments that you may post using the Interactive Tool, the hours and frequency of availability of the Interactive Tool and the length of time for which that message is posted on the Interactive Tool may be viewed; and
- we may also retain and preserve messages and information posted by you on the Interactive Tool for our own use as we deem necessary and to comply with Applicable Law. We may be obliged to disclose such information where required by Applicable Law, where requested by a regulatory or other governmental authority. We shall not be liable to you for any failure, defect or unavailability of the Interactive Tool including the loss of or deletion of any message or attachment posted by you or us using the Interactive Tool.

3.2 For the avoidance of doubt, we are not under any obligation to provide an Interactive Tool to you or your Users and may remove any Interactive Tool at any point.

3.3 Data Sharing Tool. You can upload invoices or other accountancy information into the Connected platform. We will only use this information to support your business needs. We will not sell this information to any other party. If you choose to end your subscription to Connected Platform, we will delete all your information after 30 days following closure.

- Your Lead user will be able to agree on behalf of your business to share accounting data, from an accountancy software provider, with Lloyds.
- The data uploaded will be visible on the Connected channel by all employees in your business with the relevant user access.

3.4 Cash Flow Forecasting Tool. We will use your uploaded accountancy information, and your FX executed trades to present you with a Cash Flow forecasted position at a nominated date in the future. The reliability of this forecast is dependent on the completeness and accuracy of the information that you upload into the portal.

3.5 Auto-Treasury Policy Tool. The Auto-Treasury Policy tool will allow you to set specific risk parameters that you wish to utilize with regards to your FX exposures. The Auto-Treasury tool will alert you when you fall outside of these parameters. However, it is your decision on whether to make an FX trade, as a result of this information.

3.6 The information displayed within the Cash Flow Forecasting Tool and Treasury Policy tool within Connected is provided for information purposes only and Lloyds Bank, its directors, officers, and employees are not responsible for and shall have no liability for any loss, damage, or liability to a third party, howsoever arising, from any reliance upon this information. Whilst Lloyds Bank has exercised reasonable care and any views or information expressed or presented are based on sources it believes to be accurate and reliable, no representation or warranty, express or implied, is made as to the accuracy, reliability or completeness of the facts and data or as to the achievability or reasonableness of any projections, targets, estimates, or forecasts contained therein.

Key Information

- **We may provide you and your Users with chat functions on the Connected Platform known as "Feature Tools".**
- **Interactive Tools must only be used to facilitate communications between us and you regarding Transactions and financial markets in line with your trade, business, or profession.**
- **It is your responsibility to ensure that any files or attachments shared by you, or your Users on an Interactive Tool are free from any malware.**
- **You and your Users shall conduct yourselves in an appropriate manner when making use of any Interactive Tool and shall not share anything which you or your User knows to be untrue, misleading, unlawful, abusive, libelous or may otherwise be considered to be objectionable by a reasonable person.**

3.7 The information in Connected is subject to change at any time and Lloyds Bank is under no obligation to inform any person of any such change. This information may refer to future events which may or may not be within the control of Lloyds Bank, and no representation or warranty, express or implied, is made as to whether or not such an event will occur. If you receive information from us which is inconsistent with other information which you have received from us, you should refer this to your Lloyds Bank Representative or Helpdesk for clarification.

3.8 The information provided within Connected is not intended to, and shall not, form the basis of or be relied on in connection with any contract or commitment whatsoever or any investment decision. The information displayed within the scenario analysis Automatic Policy module of Connected is not and should not be treated as investment research, a recommendation, or advice. Recipients should conduct their own independent enquiries and obtain their own professional legal, regulatory, tax or accounting advice as appropriate. Any transaction which a recipient of this Communication may subsequently enter into may only be on the basis of such enquiries and advice, and that recipient's own knowledge and experience. Lloyds Bank is not acting in the capacity of a financial advisor.

4. Availability of the Platform

Summary: This Clause explains the hours that the Platform will ordinarily be available for use and circumstances where access to it may be restricted or suspended. Information displayed on the platform (including prices) cannot be guaranteed to be up to date (explained in Clause 4.4 below).

We will use our reasonable endeavours to make the Connected Platform available 24/7, with the following times for specific features:

- Trading Execution hours (FX products) being Monday to Friday between the hours of 7am – 6pm.
- Cash flow forecasting will be accessible 24/7. However, live pricing will not be available outside of 7am -10pm (Monday to Friday). Weekend and public holiday rates will be static (not Live).
- Helpdesk Availability from Monday to Friday between the hours of 7:30 am – 6pm.
- All times are UK times and exclude Public Holidays falling between Monday-Friday.
- However, we do not guarantee that the Platform will always be available during these times.

4.1 Your access to the Platform, any part of the Platform or any services provided on the Platform, may also be suspended, or restricted occasionally in certain circumstances, for example:

- to allow for repairs, maintenance, technical or operational reasons or for the introduction of new facilities or services;
- if services that we use to provide the Platform become unavailable to us for whatever reason and for whatever period or because any contract or arrangement necessary for us to provide the Platform is terminated or suspended; or
- in connection with our compliance with Applicable Law.

4.2 We will attempt to limit the frequency and duration of any suspension or restriction of the Platform, any part of the Platform or any service provided on the Platform. Where possible, we will give you prior notice of any outage, suspension, or restriction of the use of the Platform as soon as reasonably practicable, but this cannot be guaranteed.

4.3 If you are unable to connect to the Platform, any part of the Platform or any service provided on the Platform for any reason you should contact the Helpdesk on 0203 578 0036 or your Lloyds Bank Representative for assistance.

4.4 The quality of your connection to the Platform, as well as rapid market fluctuations, may affect the speed at which information is displayed and refreshed on your computer. **We cannot guarantee that any information (including prices) displayed on your computer at any time will be up to date.**

Key Information

- **The Platform's hours for use are 24/7, with trading execution hours (for FX products) 7am – 6pm (UK time).**
- **In certain circumstances it may be necessary for us to restrict access to the Platform, part of the Platform or services provided on the platform.**
- **We will try to provide prior notice of any outage, suspension, or restricted use of the Platform as soon as reasonably practicable, but this cannot be guaranteed.**
- **If you are unable to connect to the Platform or make use of the Platform's services, please contact the HelpDesk on 0044203 578 003 or your Lloyds Bank Representative.**
- **Information displayed via the Platform on your computer may be affected, for example, by the quality of your internet connection. As a result, we cannot guarantee that information displayed on the Platform is up to date.**

5. Your obligations in relation to security

Summary: This Clause explains the importance of keeping Login Details safe and what to do if you suspect that security to the Platform and/or your Login Details have been compromised.

5.1 We shall provide you with a username for each User. Each User is responsible for setting the password for their username.

5.2 You must ensure that all Users, keep all information that you hold relating to Connected (including Login Details), confidential at all times.

5.3 We shall have no duty to verify the identity of any person that claims to be a User, other than by validating their Login Details (i.e., confirming that the password matches the Username).

5.4 If you know or suspect that:

- The security of the Platform has been compromised or is likely to be compromised (for example because a person who is not a User has obtained or is likely to obtain your Login Details without our approval and your permission or because your Login Details have been lost or disclosed without authorisation); or
- that Connected has been or is likely to be misused,

you must notify your Lloyds Bank Representative or Helpdesk immediately.

Key Information

- **Each User will be provided with a username and required to set their own password to access the platform.**
- **You and your Users must keep all information relating to Connected confidential.**
- **We have no duty to verify the identity of a User aside from validating their Login details.**
- **If you believe that the security of the Platform has been compromised or that Connected has or is likely to be misused, notify your Lloyds Bank representative immediately.**

6. Your obligations in relation to I.T.

Summary: This Clause explains your responsibilities to ensure that the I.T. security of the Platform is not compromised or harmed in any way by your access and use of it.

6.1. It is your responsibility to ensure that you and your Users are able to access the Platform whilst it is available. This responsibility includes ensuring that you and your Users have access to a computer that meets any recommended system requirements which are displayed on the Platform and/or are notified to you from time to time.

6.2. You shall not (and you shall not permit your Users or any third party to):

- use any software or other tool, or take any action, which may compromise the security and access controls relating to the Platform (both physically and logically) by any unauthorised person;
- create any links to or from any website to any part of the Platform, or cause the Platform to appear in any form (whether by framing, hypertext or otherwise) other than that presented by us;
- adapt, alter, modify, copy, decompile code or reverse engineer or otherwise reduce into human-readable form, any part of the Platform (or any information, techniques, tools (including the Interactive Tool) data or designs relating to the same); or
- transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt Connected or any of our systems.

Key Information

- **Your ability and your Users 'ability to access the Platform is your responsibility.**
- **You, your Users and any other third party shall not compromise the security or the controls regarding access to the Platform in any way. This includes, but is not limited to, for example transmitting or uploading materials containing viruses or other harmful programs.**
- **You, your Users and any other third party shall not adapt, alter, modify, copy, or reverse engineer any part of the Platform including but not limited to, information, techniques, tools, data or design.**

7. Instructions

Summary: This Clause explains how we shall treat any Instructions provided to us.

7.1 This Clause applies to any Instructions given by you (from any User) to us.

7.2 You shall be responsible for the content, completeness, and accuracy of all Instructions, irrespective of how they are submitted.

7.3 We shall only be required to process an Instruction if it has been successfully received by us. If you are unsure as to whether an Instruction has been received / processed by us or not, you must contact the Helpdesk to confirm this.

7.4 Our receipt of any Instruction issued by you, or which reasonably appears to have been issued by you, shall constitute your full and unconditional authority for us to carry out or act upon that Instruction, and we shall not be required to enquire about the validity of any Instruction (unless we have already received notice from you that would reasonably indicate that such Instruction is invalid).

7.5 Except to the extent required by Applicable Law, we do not warrant or represent that we will process Instructions within any specified timescale. If we give you any indication of timescale for processing an Instruction this is an estimate and shall not be binding on us.

7.6 We may decline to process an Instruction or delay the processing of an Instruction if, in our absolute and reasonable discretion, we have good reason to do so. If we decline to process, or we delay the processing of, any Instruction, we shall inform you as soon as possible giving our reasons, provided that we are permitted to do so by Applicable Law. We may require you to confirm or clarify any Instruction, to agree to additional terms in relation to the relevant Instruction, to answer any security questions or to conduct any authentication procedures before we process any Instruction.

Key Information

- **You are responsible for verifying and checking any Instructions provided to us.**
- **Only Instructions that are successfully received by us will be processed.**
- **Any indication given to you regarding the timeframe for processing an Instruction is an estimate and shall not be binding on us.**
- **If we consider that we have good reason to do so, we may decline to process or delay processing an Instruction.**
- **You may be required to confirm or clarify an Instruction or agree to additional terms or conduct security authentication procedures before we process an Instruction.**

8. Transactions

Summary: This Clause explains the point in time at which you are bound by the terms of a Transaction.

8.1 Each Transaction you enter into will be subject to any applicable Transaction Terms and the terms of the relevant Trade Acknowledgement.

8.2 The time at which a Transaction is entered into shall be the time at which the Platform generates a Trade Acknowledgement in respect of such Transaction. Once your Trade Acknowledgement has been generated and displayed on the screen you are irrevocably bound to the terms of the Transaction between you and us.

8.3 Once you have received the Trade Acknowledgement you are bound by the terms of the Transaction whether or not you choose to read or acknowledge the Trade Acknowledgement. Clause 9 explains what to do if you believe an Error has occurred in respect of a Transaction as well as the circumstances where we will not be bound by the terms of a Transaction due to an Error being identified.

8.4 Any applicable rates (including interest rates and conversion rates) and charges shall be set by us in accordance with the relevant Transaction Terms or Trade Acknowledgement.

Key Information

- **A Transaction shall only be entered into when the Platform generates a Trade Acknowledgement.**
- **Upon your receipt of a Trade Acknowledgement, you are bound by the terms of the Transaction.**
- **You must contact the Helpdesk if you are unclear as to whether a Transaction has been entered into.**
- **We shall set applicable rates and charges in accordance with the relevant Transaction Terms or Trade Acknowledgement.**

9. Error

Summary: This Clause explains what you should do if you believe that an Error has occurred relating to the Platform or a Transaction. As explained further in Clause 9.3 below, if we believe that a Transaction does not represent the current market value for an order of that size and nature, we will not be bound by that Transaction provided we identify the Error within four (4) hours of the Transaction being entered into.

9.1 It is your responsibility to check, and to ensure that your Users check, any Trade Acknowledgement that is displayed by us.

9.2 From time to time, Error and omissions may occur in respect of Platform or Transactions (each an "Error"). If you know or suspect or are notified by any User that an Error has occurred:

- You must notify us via your Lloyds Bank Representative or Helpdesk as soon as possible of the circumstances relating to the Error;
- we will investigate the Error and (where permitted by Applicable Law) notify you of our findings and any appropriate remedial measures that we will take.

9.3 Without prejudice to any rights we may have under Applicable Law (meaning that any such rights shall not be affected, we will not be bound by any Transaction which appears to us to have been made at a price quoted by us that does not manifestly represent the current market value for a transaction of the size and nature specified at the relevant time, provided that such Error is recognised by us within four (4) hours following the entering into of any such Transaction. Note that this right applies regardless of whether or not a Trade Acknowledgement has been generated by the Platform provided that the Error is recognised by us within four (4) hours following the entering into the relevant Transaction.

Key Information

- **You and Your Users are responsible for checking the accuracy of any Transaction Acknowledgement that we send.**
- **If you become aware of an Error relating to a Transaction or the Platform, please notify us as soon as possible so that we can investigate and consider what remedial measures are appropriate (if any).**
- **If a Transaction price quoted by us does not manifestly represent the current market value for an Order of the size and nature specified at the relevant time, we will not be bound by any such Transaction provided that we recognise the Error within four (4) hours of entering into of the Transaction. This is the case regardless of whether or not a Trade Acknowledgement has been generated by the Platform.**

10. Your warranties

Summary: This Clause explains the warranties, representations, and undertakings that you confirm to be true and that we are entitled to rely on as being confirmed to be true by you.

10.1 By registering, logging onto Connected, submitting, or entering into Transactions, we are entitled to rely on the following warranties, representations and undertakings as having been given **by you** (and you must notify us **immediately** if any of these are not the case now or at any point in the future):

- you are not in breach of any Connected Agreements, and have not breached any Connected Agreements without informing us;
- you are not infringing the rights of any third party, including intellectual property rights;
- you are, and will remain, in full compliance with Applicable Law, and nothing under Applicable Law prohibits or restricts you from using Connected or fulfilling your obligations under the Connected Agreements;
- all information that you or any of your Personnel (including any User) supply to us from time to time (whether via a registration form or otherwise) is complete, true, accurate and not misleading in any respect and you will inform us immediately, in writing, of any change to the information you have previously provided to us that could affect our dealings with you;
- if you are a body corporate or unincorporated association, you are validly existing in accordance with Applicable Law and have obtained all necessary consents and authorisations under your constitutional or organisational documents;
- you are using Connected in the course of your trade, business, or profession, and not as a consumer; and
- except where we have agreed otherwise in writing, you act on your own behalf and not as the agent or representative of any other person, and where you do have our agreement to act on behalf of a third party (including any Affiliates), you have the valid authority to do so.

10.2 Failure to adhere the warranties in clause 10, may result in Termination of your Connected subscription (Clause 13)

Key Information

- **When you register for and/or login to Connected and/or enter into Transactions using the Platform you shall be treated as having given us the warranties, representations and undertakings listed at this Clause 10.1.**
- **You must notify us immediately if any of the warranties, representations and undertakings listed here are not or cease to be true.**

11. Liability

Summary: This Clause sets out our entire liability arising out of or in connection with these Connected Terms. Clause 11.8 also sets out the circumstances where you are contractually obligated to compensate us for any losses, costs, claims, damages and expenses sustained or incurred in certain circumstances.

11.1 This Clause sets out our entire liability (including any liability for the acts or omissions of our Personnel and sub-contractors in respect of Connected) arising out of or in connection with these Connected Terms. This includes any liability arising as a result of any breach of a Connected Agreements, representation, statement, tortious act, or omission (including negligence), unless any other relevant Connected Agreements expressly stipulates otherwise.

11.2 All warranties, conditions and terms concerning Connected which might otherwise be implied (i.e., terms not expressly agreed but are implied into our contractual agreement by law whether by statute, common law or otherwise) are expressly excluded to the fullest extent permitted by Applicable Law, unless any other relevant Connected Agreements expressly stipulates otherwise. We expressly disclaim all warranties or merchantability, satisfactory quality or fitness for a particular purpose, and all warranties that Connected will be Error free or will operate without interruption.

11.3 You acknowledge and agree that these Connected Terms have been entered into between you and us. Nothing in these Connected Terms shall be interpreted as creating or be deemed to create a direct contractual relationship between us and any User and we shall therefore have no liability (nor shall any of our Personnel have any liability) to any of your Users for any losses, costs, claims, damages, and expenses sustained or incurred resulting from their use of Connected.

11.4 We shall not be liable (and nor shall any of our Personnel be liable) for any loss of profits, loss of opportunity, decline in the value of any of your investments, assets, or Transactions, loss of business, loss or corruption of data, loss of goodwill, anticipated savings or similar loss or pure economic loss, or damage whether direct, indirect or foreseeable or whether or not we were aware that the same could occur. We shall further not be liable (and nor shall any of our Personnel be liable) for any special, indirect, or consequential losses, costs, damages, charges, or expenses howsoever arising in connection with the Connected Agreements or Connected.

11.5 In particular, we shall not be liable (and nor shall any of our Personnel be liable) for any loss or damage arising directly or indirectly from:

- any acts or omissions, or the insolvency (or similar), of any third party, including any financial institution or network operator;
- our compliance with Applicable Law or the terms of the Connected Agreements, including where we are required not to process your Instructions or where processing your Instructions may breach Applicable Law;
- us exercising any right we have in accordance with the Connected Agreements, including those under Clause 7.6 and Clause 15 of this Part II;
- your negligence, fraud or breach of the Connected Agreements or Applicable Law;
- any failure by you (including any failure by any User) to comply with the terms of the Connected Agreements, the Connected Materials, the User Guide or any other reasonable instructions issued by us from time to time;
- us being prevented from or delayed in performing our obligations under the Connected Agreements or from carrying on our business due to any Circumstance Outside Our Control;
- any taxation or increase in taxation incurred by you;
- any failure by you to insure;
- any change in market conditions or delay before any Transaction is entered into;
- any Error; or
- any unavailability of the Platform due to any circumstance.

11.6 Our total liability, whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Connected Agreements in any period of twelve (12) months (or if shorter, the period for which these Connected Terms have been in force) up to the date when the liability was incurred shall not exceed the sum of £10,000 unless any other relevant agreement expressly stipulates otherwise.

Key Information

- **These Connected Terms are entered into between you and us. Neither we nor our Personnel shall have any liability towards your Users in connection with their use of Connected.**
- **Under Clause 11.8 you agree to compensate us for all losses, costs, claims, damages, and expenses which may be sustained or incurred by us in certain circumstances.**
- **Our total liability towards you arising out of or in connection with the Connected Agreements in any period of twelve (12) months up to the date when the liability was incurred shall not exceed the sum of £10,000 unless any other relevant Connected Agreement expressly stipulates otherwise.**
- **Clauses 11.4 and 11.5 explicitly carve out certain circumstances from the scope of our potential liability to you under these Connected Terms.**
- **In addition, in line with Clause 11.2, all warranties, conditions, and terms concerning Connected which might otherwise be implied into these Connected Terms are excluded to the fullest extent permitted under Applicable Law.**
- **If you know or have reason to believe that someone has breached these Connected Terms you must notify us immediately.**

11.7 If you know, believe or have reason to believe that you (or anyone else) has breached any provision of the Connected Agreements, then you must inform us immediately, in accordance with Clause 16 of this Part II of these Connected Terms.

11.8 Without prejudice to the forgoing provisions of this Clause 11 of this Part II you shall fully indemnify us against all losses, costs, claims, damages and expenses which may be sustained or incurred by us as a result, whether directly or indirectly, of:

- incorrect, inaccurate or incomplete information or Instructions received from you;
- any unauthorised Transactions;
- any failure on your part (including failure by any User) to comply with the terms of the Connected Agreements, the User Guidance or any other reasonable instructions issued by us from time to time;
- you (or any User) being negligent, acting fraudulently or breaching Applicable Law; or
- any claim or allegation that any third-party rights have been infringed by your use of Connected (including intellectual property rights).

11.9 Nothing in the Connected Agreements shall exclude or limit our liability to the extent that such an exclusion or limitation is not permissible under Applicable Law, including liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

12. Amendments to the Connected Terms

Summary: This Clause explains that you agree that we can amend or vary these Connected Terms by providing you with written notice. You will receive notice of any amendment at least (30) days' before the amendment takes effect. If you do not consent to the amendment, you can terminate these Connected Terms in accordance with Clause 13 below.

12.1 We may amend these Connected Terms at our discretion by providing you with written notice in accordance with the communication procedures described at Clause 16.5 of this Part II. The current version of the Connected Terms is available to you for download on the Platform.

12.2 Upon provision of written notice to you under Clause 16.5 of this Part II of an amendment to these Connected Terms, at our discretion we may also notify Users of any such amendment by also providing them with written notice via the Platform.

12.3 Any amendment to these Connected Terms will apply and become legally binding between you, your Users and us on the date that is thirty (30) days from the date that written notice is sent to you in accordance with Clause 12.1 above. You are of course free to terminate your use of Connected in accordance with Clause 13.3 of this Part II below if you do not accept the revised terms and conditions.

Key Information

- **We may amend these Connected Terms at our discretion. We will communicate this to you in accordance with the methods agreed in Clause 13 below.**
- **Any amendment communicated to you will be effective on the date that is thirty (30) days from the date written notice is sent to you.**
- **If you do not accept the terms of the amendment, you may terminate your use of Connected in accordance with Clause 13.3.**
- **The most recent version of these Connected Terms shall be available to download on the Platform.**

13. Termination

Summary: This Clause explains how these Connected Terms may be terminated and the effects of termination. We can terminate or suspend these Connected Terms if You or any of your Users breach the Connected Agreements, or any Applicable Law; if insolvency or bankruptcy proceedings are taken against you or you cease to exist or to exist as a legal entity. We may also terminate or suspend these Connected Terms if your credit position means that there is a risk that you will not be able to fulfil payment obligations. The Connected Terms automatically terminate if your banking relationship with us ends. We may terminate these Connected Terms by providing you with 30 days'written notice. You may terminate these Connected Terms by providing us with 5 Business Days written notice. If the Connected Terms are terminated no further Instructions can be accepted by us, but any accrued rights you have under existing Transactions remain unaffected.

13.1. These Connected Terms shall continue in force until terminated in accordance with this Clause 13 of this Part II.

13.2. We may terminate these Connected Terms with immediate effect, or suspend the provision of Connected on the occurrence of any of the following events:

- you or any of your Users, breach any provision of the Connected Agreements or we reasonably believe that you or any of your Users have breached or may breach any provision of the Connected Agreements;
- you or any of your Users use Connected for or in connection with any purpose that is in breach of Applicable Law, we reasonably believe that you or any of your Users have or may breach Applicable Law, or Applicable Law requires us to terminate these Connected Terms or suspend the provision of Connected;
- you cease to exist as a legal entity, or any steps are taken with a view to such an outcome;
- you become insolvent or bankrupt, or any formal steps are taken against you, or procedures are initiated, in respect of your solvency; or
- we reasonably believe there is a significantly increased risk that you may be unable to fulfil your liability to pay any amount that is owed to us or is likely to be owed to us. We shall provide you with notice of such termination or suspension, unless we are prohibited from doing so by Applicable Law.
- If you do not use the platform for a period of 3 consecutive months, and there are no active trades booked within the Connected platform.

13.3. In any event, we may terminate these Connected Terms by giving you thirty (30) days' notice in writing. You may terminate your subscription to Connected by requesting termination on giving 5 Business Days' notice. This can be via email to either our Helpdesk or your Lloyds Bank Representative.

13.4. If your corporate banking relationship with us ends, these Connected Terms will also terminate automatically without any further action being required.

13.5. On termination of these Connected Terms for any reason, and subject to any requirement of Applicable Law:

- your right and your Users' rights to use Connected shall cease with immediate effect and no further action may be taken by us in respect of any Instruction, even if such Instruction is received by us prior to such termination;
- the accrued rights of the parties as at termination, or the continuation of any provision that is intended to apply after termination, shall not be affected or prejudiced; and
- the Transaction Terms and Trade Acknowledgement relevant to any Transaction that was entered into prior to such termination shall not be affected, and where applicable the terms of such Transaction shall remain in force, unless otherwise agreed.

Key Information

- **We may terminate these Connected Terms by providing you with 30 days 'written notice.**
- **You may terminate these Connected terms by providing us with 5 Business Days written notice.**
- **In the circumstances set out at clause 13.2 we may terminate these Connected Terms with immediate effect or suspend the provision of Connected to you.**
- **If your corporate banking relationship with us ends, these Connected Terms terminate automatically.**
- **Subject to Applicable Law, on termination of these Connected Terms your and your User's rights to use Connected shall cease immediately and any outstanding Order that has not been executed prior to termination shall be cancelled unless otherwise agreed. Any accrued rights, Trade Terms and Trade Acknowledgement relevant to a Transaction entered into prior to termination shall not be affected unless otherwise agreed.**

14. Confidentiality and Privacy

Summary: This Clause explains how we are required to treat and may use your, your Personnel's and your User's information, your responsibilities regarding information provided by you relating to another person and how you are required to treat information disclosed by us to you via the Platform.

14.1. You agree:

- to maintain in confidence and shall ensure that each User shall maintain in confidence all information disclosed by us to you via the Platform whether in tangible or intangible form.

14.2. You understand that we may use your, your Personnel's and any User's information, including all Personal Data (collectively "Information") in accordance with the General Terms of Business agreed between us (this includes, if applicable, the privacy policy set out in the General Terms of Business) and this Clause 14.

14.3. If you (or anyone acting on your behalf) provide Information on behalf of any Personnel, User or other person or relating to another person, or act for any Personnel or Users who are not present, then you must ensure that you have the relevant person's consent or another lawful basis for the provision of that information, so that we can act in accordance with this Clause 14 of this Part II. Where you act on behalf of a Personnel or User, you must also share with them the details of this Clause 14 of this Part II.

14.4. We may disclose your information to third parties in connection with any sale or purchase of part of our business or assets.

14.5. To confirm your identity (or that of any of your Personnel or any Users) we may make searches at credit reference agencies, including electoral register information. Such searches may be recorded by the credit reference agencies but will not be used by other lenders or insurers when assessing lending or insurance risks, although they may be used for debt tracing and to prevent money laundering. We may also share your information with fraud prevention agencies, and we may disclose your information to comply with Applicable Law.

14.6. For our protection, to comply with Applicable Law and to help maintain service quality, we may:

- record and monitor all telephone conversations of our trading, operations, and marketing staff; and/or
- retain any information provided to us by you or any User and/ or correspondence between us and you or us and any User.

We may be obliged to disclose such recordings, transcripts, correspondence and/or information where required by Applicable Law, where requested by a regulatory or other governmental authority or where necessary in order to protect us. Those recordings, transcripts, correspondence and/or information may also be used as evidence for the purposes of resolving any disputes with you. Recordings, transcripts, correspondence, and information held by us may be destroyed periodically in accordance with our normal practice.

Key Information

- **You are responsible for ensuring that you and each of your Users keep all information disclosed via the Platform confidential and shall not disclose or use that information other than in accordance with the terms of the Connected Agreements.**
- **We may use your, your Personnel's and your User's information in accordance with the General Terms of Business and these Connected Terms.**
- **To the extent you provide information on behalf of or relating to another person, you must ensure you have their consent or another lawful basis to provide that information to us and share the details of this Clause 14 with them.**
- **We may make searches at credit reference agencies in order to confirm your identity or the identity of your Personnel and/or Users.**
- **To comply with Applicable Law and maintain the quality of our service, we may record / monitor telephone conversations with you and retain information provided to us in accordance with Clause 14.**

15. Intellectual Property

Summary: This Clause sets out the basis upon which you are entitled to use our intellectual property rights in the Connected Materials (such as copyright, trademarks etc.), the basis upon which we may use information supplied by you to us for the purpose of supplying the Platform and the circumstances where you agree to compensate us for a breach by you or any of the restrictions on use of Connected Materials under these Connected Terms.

15.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Connected Materials including any copyright, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) and any other rights and licenses in respect thereof and we grant to you a non-transferable, non-exclusive, royalty free right and license to use the same solely for your internal purposes for the purpose of and to the extent necessary for access to and use of the Platform. You shall have no right to allow any third party other than your Personnel to use the Connected Materials on your behalf.

15.2 **You grant to us an irrevocable, non-exclusive, royalty-free right and license to utilise all Information you supply to us. This usage is specifically for the purpose of providing the platform. Additionally, you are responsible for ensuring that any person authorised person accessing and using the Platform allows us to use their relevant Information for all Platform-related purposes**.

15.3 You shall have no right to copy, sell, distribute, transmit, sub-licence or duplicate to any third party any part of the Connected Materials including any part of the Connected Data, and you shall have no right to use the Platform to provide services to any third party. You shall not remove any proprietary notice on any part of the Connected Materials including any part of the Connected Data.

15.4 You shall comply with any additional restrictions on the use of the Connected Materials including Connected Data provided by third party service providers, which we notify you of from time to time.

15.5 You agree to indemnify us against all claims, liability, damages, losses, costs, and expenses arising as a result of any claim or demand from a third party resulting from a breach by you or any of the restrictions on use of Connected Materials under these Connected Terms.

15.6 Subject to Clause 14 of this Part II and the General Terms of Business where it is applicable, we will not sell information supplied to us by you but we reserve the right to anonymize and aggregate information we collect relating to your and our other customers' use of the Platform and to pass this to third parties for our own business purposes.

Key Information

- **We and/or our licensors own all intellectual property rights in the Connected Materials.**
- **The right granted to you under Clause 15.1 is solely for the purposes of and only to the extent necessary for you to access and use the Platform.**
- **You agree to compensate us in connection with any claim or demand from a third party resulting from your breach of or any of the restrictions on use of Connected Materials under these Connected Terms.**
- **You permit us to use all information supplied by you to us for the purpose of supplying the Platform.**
- **We are also allowed to anonymize and aggregate information collated relating to your and our other customers' use of the Platform and may pass this on to third parties.**
- **We may notify you of any additional restriction on the use of the Connected Materials from time to time which you shall be required to comply with.**

16. Communications and Notices

Summary: This Clause explains how we will communicate with you and how you can contact us.

16.1 All communication between you and us, and all documents and information provided in relation to Connected will be in English. To the extent that communicating with us in English may affect your understanding of these Connected Terms or use of Connected, please contact your Lloyds Bank Representative or the Helpdesk before completing the Connected Registration form.

How you can communicate with us

16.2 Subject to the remainder of this Clause 16 and to any other agreement between us and you, any. Instructions and other notices or messages required to be sent by you to us must be sent using Email.

16.3 If you reasonably consider that an Instruction is time critical, you should contact your Lloyds Bank Representative to agree an appropriate alternative means of communication.

How we will communicate with you

16.4 You consent to us providing you and your Users with information via email and/or by placing such information on the Platform. You also authorise us to communicate with you by any of the following methods:

- Email
- first class post; or
- telephone;

at any time whatsoever.

16.5 We may communicate to you via email or first-class post, using any contact details that you have notified to us as being up to date. You must inform Lloyds Bank of any change of Business address or email address within 30 days.

16.6 Any communication that we make or address to any User in respect of Connected shall be deemed to have been made to you.

16.7 Any notice submitted by first class post in the UK shall be deemed to have been delivered on the second Business Day after posting, and any notice posted from outside the UK shall be deemed to have been delivered on the eighth day after posting.

16.8 Any notice submitted by email, before 4 pm (UK time) on a Business Day shall be deemed to have been delivered on that day, but otherwise on the next Business Day, unless a 'not sent' or 'not received' message is received by the sender.

Key Information

- **We may provide you and your Users with information via email, or the Platform. In addition, we may communicate with you by post, telephone, or email.**
- **Subject to any other agreement between us and you, all other communications to be sent by you to us must be sent by email.**

17. General

Summary: This Clause deals with a number of different matters relevant to the mechanics of these Connected Terms. For example, they explain what would happen if a provision within these Connected Terms is found to be unenforceable, when you can assign or transfer your rights and obligations under these Connected Terms, when we can assign or transfer our rights and obligations under these Connected Terms, which laws these Connected Terms are governed by and which courts could hear a dispute arising under these Connected Terms.

Electronic Commerce Regulations

17.1 We shall be exempted to the maximum extent permitted by Applicable Law from the requirements of the Electronic Commerce (EC Directive) Regulations 2002 679 relating to the provision of "information society services". If you would like to obtain further information on what this means in the context of these Connected Terms, please contact your Lloyds Bank Representative.

No waiver of our rights or remedies

17.2 No failure or delay by us or you to exercise any right or remedy provided under these Connected Terms or by Applicable Law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. This means that any failure or delay by us or you to exercise any right or remedy under these Connected Terms or Applicable Law will not be understood as relinquishing or abandoning that right or remedy. In addition, no single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

Severability

17.3 If any Clause or part of these Connected Terms is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision will, to the extent required, be severed from the Connected Terms, such that is said to be deleted and not form part of our contractual agreement, and this will not affect any other provisions of these Connected Terms which shall remain in full force and effect.

Entire agreement

17.4 The Connected Agreements (as may be amended from time to time) constitute the complete and exclusive statement of the agreement between you and us with respect to Connected, which supersedes all proposals, oral or written, and all other communications between you and us relating to it. You agree that neither you nor we rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) of any person (whether or not a party to the Connected Agreements) other than as expressly set forth in the Connected Agreements.

Rights of Third Parties

17.5 Unless stipulated otherwise in any relevant Transaction Terms or Transaction Acknowledgement, these Connected Terms, and the documents referred to in them, are made for the benefit of you and us and our respective successors and permitted assigns, are not intended to benefit, or be enforceable by, anyone else, and shall not confer on any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Assignments and Transfers

17.6 You shall not assign or transfer any of your rights and obligations under these Connected Terms without our prior written consent. We may assign, transfer or sub-contract all or any of our rights or obligations under these Connected Terms.

Multiple Persons

17.7 If there are two or more persons comprised in the expression “you” or “your”, their undertakings and liabilities shall be joint and several and the reference to “you” or “your” shall be deemed to mean any one or more of them.

Unincorporated Partnerships

17.8 If you are an unincorporated partnership, these Connected Terms shall continue in full force and effect and bind each of the partners notwithstanding any change in the name, style or constitution of the partnership whether by the death or the retirement of a partner or partners or the introduction of a new partner or partners or otherwise.

Concerns or Complaints

17.9 We aim to provide the highest level of service but if you should experience any problem, we will seek to resolve it as quickly and efficiently as possible. A copy of the leaflet entitled "How to voice your concerns" may be obtained from your Lloyds Bank Representative on request. Our complaint procedures for retail clients and professional clients are referred to in our General Terms of Business website: https://www.lloydsbank.com/assets/commercial/pdfs/general-terms-of-business-lloyds- bank-plc.pdf

Governing Law

17.10 These Connected 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.

Jurisdiction

17.11 You agree to submit to the non-exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with the agreement (and any non-contractual obligations). You acknowledge that the use of Connected in certain countries is subject to specific local legislation and regulations, and you agree to comply with any such legislative requirements and regulations as though they were set out herein.

Part III – Glossary

Affiliate	means in relation to a body corporate, any subsidiary or holding company of such body corporate, and any other subsidiary of any such holding company for the time being.
Applicable Law	means any laws, statutes, orders, rules, decisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines and industry codes having legal effect or stipulated by any Body in any relevant jurisdiction, provided that such laws etc. are existing and in force from time to time and (where relevant in the context) are directly or indirectly applicable to us, you, the Connected Agreements or the Platform.
Associate	shall have the same meaning as in the glossary to the Handbook of Rules and Guidance of the Financial Conduct Authority.
Body	means any local, national or supra-national public body that is relevant to the Platform and Connected, including the UK government, the Prudential Regulation Authority, the Financial Conduct Authority and/or other relevant financial services regulatory bodies, the Bank of England, the police, the Serious Fraud Office, the Serious Organised Crime Agency, the courts and Her Majesty's Revenue and Customs, which is in existence from time to time.
Business Day	means a day (excluding Saturday and Sunday) on which banks generally are open in England.
Circumstance Outside Our Control	means any abnormal or unforeseeable circumstances beyond our reasonable control including (without prejudice to the generality of the foregoing): acts of God; expropriation or confiscation of facilities; any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, fires, explosions or other catastrophes or natural disasters; compliance with Applicable Law; failure of equipment, software or communications networks; or other circumstances affecting the supply of goods or services.
Clause	means a clause in these Connected Terms.
Connected	means the 'Connected' service provided by us, including the provision of information, tools, and the ability to enter into Transactions.
Connected Agreements	has the meaning given to that term in Part I, B2 of these Connected Terms.
Connected Data	means all information, data and other content provided on the Platform.
Connected Materials	means the Platform, the Connected Agreements, the User Guide and other documents or resources relating to Connected.
Connected Register of Interest	means the user interest form to be completed to register your interest in using Connected
Connected Terms	means this document.
Error	has the meaning given to that term at Clause 9.2 of Part II to these Connected Terms.
FX	means foreign exchange.
FX Spot	means a foreign exchange spot transaction

General Terms of Business	means the general terms of business relating to the corporate banking relationship between you and us from time to time.
Helpdesk	is our Connected helpdesk, which is contactable by telephone or email using the contact details displayed on the Platform from time to time, which for the time being are: +44 203 578 0087 and ebusiness@lloydsbanking.com. Support is provided between 07:30 – 18:00.
Information	Has the meaning given to that term at Clause 14.2 of Part II to these Connected Terms.
Instruction	means any instruction submitted to you by us via an appropriate means of communication in accordance with Clause 16 of Part II of these Connected Terms in respect of your use or our provision of Connected.
Interactive Tool	Has the meaning given at Clause 3.1 of Part II to these Connected Terms.
Lloyds Bank Representative	means your corporate banking relationship manager from time to time.
Login Details	means the username and password for each User.
Personal Data	Personal Data has the meaning given to that term in the General Data Protection Regulation EU 2016/679 as it forms part of the law of England and Wales (subject to certain amendments) by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"), as updated, amended or replaced from time to time.
Personnel	means any Associate, director, officer, employee or agent.
Platform	means our web-based platform providing Connected including any Connected Data.
Request for Quote	Quotes for specific trades will be provided on a Request and display basis.
Trade Acknowledgement	means in relation to a Transaction, a pop-up window displayed on the Platform (the content of which is capable of being saved locally, printed and copied), evidencing: (i) the Transaction, and (ii) certain relevant commercial terms that apply to the Transaction in addition to the relevant Transaction Terms.
Transaction	means an agreement in relation to any Product that is entered into between you (either directly or by any User on your behalf) and us through the Platform (including an agreement to close an open position).
Transaction Terms	means in relation to a Product, the ISDA or Treasury Master Agreement or Trade Acknowledgement (or confirmation where requested) applicable to a Transaction in that
User	means an individual from your Personnel who has been approved by you to have access to use Connected on your behalf.
User Guide	means the user guide to Connected, which is available from the Helpdesk and can be downloaded from the Platform.

Schedule I – Data Protection and Confidential Information

This Schedule sets out our agreement with you about data protection measures and the treatment of confidential information.

1.1 Who looks after your personal information

Your personal information will be held by Lloyds Bank, which is part of the Lloyds Banking Group. You can find more information on the Group at **lloydsbankinggroup.com**

1.2 Our Full Privacy Notice

It's important to understand how your personal information will be used. We recommend reading our Full Privacy Notice, which you can find at **lloydsbank.com/businessprivacy** or you can ask us for a copy.

1.3 How we use your personal information

We'll use your personal information:

- to provide products and services, manage our relationship and meet any laws or regulations we're subject to. For example, the laws that prevent financial crime or the regulatory requirements governing the products we offer.
- for other purposes including improving our services, exercising our rights in relation to agreements and contracts, and identifying products and services, which may be of interest.

To support us with this, we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about how we do this, and in what circumstances you can ask us to stop, at **lloydsbank.com/businessprivacy**

1.4 Who we share your personal information with

We'll share your personal information within Lloyds Banking Group and with other companies that provide services to you or us. This is so we, and any other companies in the Group, can look after your relationship with us. By sharing this information, we can run accounts and policies and provide products and services efficiently.

This processing may include activities which take place outside of the European Economic Area. If this is the case we'll make sure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your information with credit reference and fraud agencies below. There's also more information about how we share your personal information at **lloydsbank.com/businessprivacy**

1.5 Where we collect your personal information from

We'll collect personal information about you from various sources:

- information you give on application forms, when you talk to us in branch, over the phone or through the device you use. Or when you request new services.
- from analysis of how you use our products and services, including the frequency, nature, location, origin and recipients of payments.
- from, or through, other organisations. For example, card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies.
- in certain circumstances we may also use information about health or criminal convictions. But, we'll only do this where allowed by law or if you give us your consent.

For more information about where we collect personal information about you visit **lloydsbank.com/businessprivacy**

1.6 Do you have to give us your personal information

We may be required by law, or because of any contractual relationship we have, to collect certain personal information. If you don't give us this, it may prevent us from fulfilling these obligations or performing services, which could stop us operating accounts or policies.

1.7 What rights you have over your personal information

The law gives various rights about your personal information including:

- the right to access the personal information we have about you. This includes information from application forms, statements, correspondence and call recordings.
- the right to get us to correct personal information that's wrong or incomplete.
- in certain circumstances, the right to ask us to stop using or delete your personal information.
- the right to receive any personal information we've collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice at **lloydsbank.com/businessprivacy**

1.8 Other individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This could include people you have joint accounts or policies with such as your partner/spouse, dependents or beneficiaries. It may also be people you have commercial links to, for example other Directors or Officers of your company.

We'll collect this information to assess any applications, provide the services requested and to carry out credit reference and fraud prevention checks. You can find out more about how we process personal information for people you have a financial link with in our full privacy notice at **lloydsbank.com/businessprivacy**

1.9 How we use credit reference agencies

So we can process your application, we may share your personal information with credit reference agencies (CRAs), including how you use our products and services. They'll also give us information about you, such as your financial history. We do this to assess creditworthiness and product suitability. Also to check your identity, manage your account, trace and recover debts and prevent criminal activity.

We may also continue to exchange information about you with CRAs on an ongoing basis. This includes your settled accounts, information on money going into the account and the balance on the account. We may also share details of any repayments, whether you repay in full and on time or whether there's any amounts which have been missed.

CRAs will share your information with other organisations, for example companies you ask to provide you with products and services. Your data will also be linked to the data of any joint applicants or other financial associates as explained above.

You can find out more about the identities of the CRAs, and the ways in which they use and share personal information, in our full privacy notice at **lloydsbank.com/businessprivacy**

1.10 How we use fraud prevention agencies

We may share the personal information we've collected from you, and anyone you have a financial link with, with fraud prevention agencies. They'll use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. You can find further details of how we and these fraud prevention agencies will use your information, and your data protection rights at **lloydsbank.com/businessprivacy**

1.11 How you can contact us

If you have any questions or need more information about how we use your personal information, please contact us using **lloydsbank.com/request-personal-information** Or you can call us on **0345 602 1997**.

If we've not answered your question, Lloyds Banking Group has a Group Data Privacy Officer, who you can contact on **0345 602 1997** and tell us you want to speak to our Data Privacy Officer.

Schedule II – Where you can find additional information

A copy of these Terms

https://www.lloydsbank.com/business/corporate-banking/important-information/commercial-banking-regulatory-information/lloyds-bank-plc-terms-of-business.html

The Financial Ombudsman Service

www.financial-ombudsman.org.uk

You must ensure that you have read and understand these Connected Terms in their entirety before using Connected. If you have any questions or wish to discuss these Terms, please contact your Lloyds Bank Representative.

Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065. Lloyds Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278. Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.