



Lloyds Bank plc

EMIR Delegated Reporting Terms

These terms apply immediately to new clients and are effective from 30 September 2024 for existing clients.



LLOYDS BANK

Navigating these terms

Part I – Important Information

Part I includes important information about us (Lloyds Bank plc), our interactions with you, these Delegated Reporting Terms and the delegated reporting service that we may provide you with, as well as important contact information.

Part II – Delegated Reporting Terms

Part II sets out the terms and conditions that apply between you and us when we provide our delegated reporting service to you under these Delegated Reporting Terms.

Schedule I – Glossary

A list of key terminology used in these Delegated Reporting Terms can be found at Schedule I.



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Part I – Important Information

A. About Us

1. Introduction

These Delegated Reporting Terms (the “**Terms**”) explain how **Lloyds Bank plc** (“**Lloyds Bank**”) will provide you with delegated reporting services and set out the terms and conditions that apply. These Terms explain what you can expect from us and what we ask of you.

We have arranged these 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, these Terms contain:

- a contents page to help you navigate to the relevant section when you need it; and
- highlighted key information within these Terms.

We hope these mechanisms will be helpful to you, however please note that there is no substitute for reading this document and any ancillary documentation provided to you in full. You must ensure that you have read and understand these Terms in their entirety before engaging in our delegated reporting services. If you have any questions or require further information from us please contact your Lloyds Bank representative.

2. Who are we?

Lloyds Bank is part of the Lloyds Banking Group (“**LBG**”) which comprises Lloyds Banking Group plc and its subsidiaries, **associates** and affiliated companies.

Our registered address is 25 Gresham Street, London EC2V 7HN and we are registered in England and Wales under no. 2065.

LBG has been required by legislation to conduct banking activities through separate banks – a “ringfenced bank” and a “non-ringfenced bank”. The aim of ringfencing is to protect the core retail banking services that customers rely on from risks associated with activities outside the ring fence. Core retail banking services are provided by a ringfenced bank, whereas investment and international banking activities are carried out by the non-ringfenced bank.

At LBG, our ring fenced and non-ringfenced banks are all wholly owned subsidiaries of Lloyds Banking Group plc:

- Lloyds Bank is a ringfenced bank; and
- Lloyds Bank Corporate Markets plc (“**LBCM**”) is the non-ringfenced bank.

Your contractual counterparty will be Lloyds Bank.

3. What service do we offer under these Terms?

Article 9 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC Derivatives, Central Counterparties and Trade (as amended from time to time) (“**EMIR**”) requires parties who conclude (or enter into), modify or terminate certain derivatives transactions to report specified data to a **Trade Repository** registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR (such obligation, the “Reporting Requirement”).

EMIR permits an entity subject to the Reporting Requirement to delegate reporting to another entity. Lloyds Bank is willing to allow you to delegate reporting to it on the terms and conditions set out in these Terms.

Further information is available in the Regulatory Factsheet provided to you at onboarding.

B. Understanding these Terms

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 Lloyds Bank plc.
- By ‘you’ or ‘your’, we mean you as a person (if you are a sole trader) or your business or legal entity (including companies and partnerships).

In these Terms:

- 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 Terms form a binding contract between you and us as of the date that you or your authorised representative returns the completed **Regulatory Questionnaire** or otherwise confirms your election to delegate reporting and your acceptance of these Terms. The Terms are only provided to you at the start of our relationship, unless amended or varied as detailed in **paragraph 8** of Part II below.

We shall commence reporting your data in accordance with these Terms as soon as reasonably practicable after receipt of your completed Regulatory Questionnaire or other confirmation but in any event, no later than thirty (30) **Business Days** following receipt of your confirmation of election to delegate.

These Terms, which may be amended from time to time, supersede any delegated reporting terms that may have been previously sent to you by us. We suggest you keep a copy of this document in case you want to check the terms and conditions that apply to our relationship.

We will provide you with information via our **Website** or other electronic means. If you are a **Retail Client** and would prefer that we provide information to you on paper instead, you can request this free of charge.

3. The language we will communicate in

These 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 Terms please contact your Lloyds Bank representative as soon as possible.

C. Who to contact if...

1. You have questions

If you have any questions about these Terms, need further information, or would like another copy of these Terms please contact your Lloyds Bank representative.

2. You have a complaint

If you experience a problem or wish to complain in relation to any aspect of our relationship under these Terms, please bring this to the attention of your Lloyds Bank representative 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.

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 Service 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

Please feel free to contact us if you would like this information in an alternative format such as braille, large print or audio.

If you have a hearing or speech impairment you can use Text Relay (previously TypeTalk) 6458. Your call may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of Service.

To the extent that you require any further assistance in relation to your understanding of these Terms please contact your Lloyds Bank representative.



Part II – Reporting Terms and Conditions

Key Information



- We will report data on derivative transactions entered into between us to a Trade Repository on your behalf in accordance with EMIR.
- You must provide us with certain information and ensure that information remains up to date.
- You can request direct access to the Trade Repository to view data reported on your behalf. If the Trade Repository does not agree to this we can provide you with details of the data.
- We may correct any errors or omissions we discover but are not obliged to actively check the accuracy of any data where we are reporting on your behalf.

1. Reporting

- 1.1 In respect of each derivative transaction between you and us that is subject to the Reporting Requirement (each a “**Relevant Transaction**”), you request and authorise us to submit and we agree to use our best efforts to submit (a) **Counterparty Data** and (b) **Common Data** (together, the “Reporting Data”), in each case by the deadline for reporting the Relevant Transaction as specified under Article 9 of EMIR (in each case, the Reporting Deadline) and to a Trade Repository. Further information is available in the Regulatory Factsheet provided to you at onboarding.
- 1.2 We will report such Common Data to the Trade Repository as we, in good faith and in our discretion, consider to represent accurately the Relevant Transaction. We will report the Counterparty Data in relation to you in respect of each Relevant Transaction based on information that you have provided to us in the Regulatory Questionnaire or that we otherwise hold in respect of you, as determined by us in good faith and in our discretion. It is your responsibility to ensure you have an up-to-date Legal Entity Identifier to enable us to represent accurately the Relevant Transaction.
- 1.3 You will notify us promptly, and in any event before executing any subsequent Relevant Transaction, of any change to the Counterparty Data, including any change to your Legal Entity Identifier or EMIR client classification as soon as possible at **CB.DFEMIRClassificationTeam@LloydsBanking.com**. We will report the revised Counterparty Data in respect of any Relevant Transaction executed more than ten (10) Business Days (or such shorter period as is reasonably practicable) following such notification of the change.
- 1.4 If we do not receive all required information to comply with your obligation under the Reporting Requirement before the Reporting Deadline, you acknowledge that we cannot comply with our obligations under these Terms. Where we do not have sufficient information to perform our reporting obligation or information provided to us is either incomplete or inaccurate we may, at our sole discretion, choose not to report Reporting Data.
- 1.5 In respect of each Relevant Transaction, if we fail to report Reporting Data by the Reporting Deadline pursuant to these Terms or otherwise, then you acknowledge that you are nonetheless entitled to report the relevant Reporting Data in relation to you to a Trade Repository or to appoint a **Reporting Delegate** to make such report on your behalf.
- 1.6 You will not have direct access to the Reporting Data held at the Trade Repository pursuant to these Terms. However, if you request, we will use reasonable endeavours to arrange direct access to the Trade Repository provided that (a) the Trade Repository may in its sole discretion determine whether access is granted to you and (b) access will be on such terms between you and the Trade Repository as the Trade Repository shall deem necessary or desirable. If you do not have direct access, we will use our reasonable endeavours to make available to you details of the Reporting Data held at the Trade Repository, on Business Days between the hours of 09.00 and 17.00 hours (London time) but we do not guarantee that it will be available continuously during this time.

2. Errors and omissions

- 2.1 We may in good faith correct any error or omission which we identify in any information that you provide to us.



Key Information



- From the date you enter into these Terms with us, you provide us with a number of acknowledgements and undertakings, which you continue to make until these Terms terminate.

- 2.2 However, we are not obliged to discover errors and omissions in the Reporting Data or to check the accuracy, authenticity or contents of any Reporting Data, whether that information derives from you, us, or any other person (including without limitation a trading venue, central counterparty or similar market infrastructure). You will immediately notify us as soon as possible if you become aware of any errors or omissions in any information which you have provided to us pursuant to **paragraph 1** (Reporting) of this Part II or which has otherwise been reported by us to a Trade Repository pursuant to **paragraph 1** (Reporting) of this Part II.
- 2.3 If we become aware of a material error or omission in any in the Reporting Data reported to a Trade Repository which we in our sole discretion deem to require notification to a relevant regulator, we will notify you of such error or omission as soon as reasonably practicable. We may report such error or omission to the regulator before notifying you.
- 2.4 Any information provided to a Trade Repository pursuant to these Terms is provided without prejudice to any present or future dispute between you and us in relation to the information provided.
- 2.5 Any failure or delay in exercising any right, power or privilege under **paragraphs 1** (Reporting) or **2** (Errors and omissions) of this Part II will not be presumed to operate as a waiver in respect of any dispute between you and us in relation to the information provided.

3. Your Acknowledgements

You acknowledge and agree that:

- even though we will endeavour to report the Reporting Data to a Trade Repository as described in these Terms, you remain wholly liable for the obligation to report such Reporting Data pursuant to the Reporting Requirement as well as any other relevant regulations or laws to which you are subject;
- we may utilise the services of third party service providers to provide you with this delegated reporting service;
- we will have no responsibility or liability for any acts or omissions of any third party service providers, Reporting Delegates or any Trade Repository we might utilise from time to time to provide you with this service;
- we do not take any responsibility for the accuracy or completeness of Reporting Data;
- we will not be required to provide any services or otherwise perform any other act or omission under these Terms to the extent any such failure to provide services or otherwise perform is due to a breach of these Terms by you, any Reporting Delegate or any Trade Repository;
- you will not have recourse against any Trade Repository, any Reporting Delegate or any third party service providers in respect of the Reporting Data or any other activities contemplated by these Terms;
- you will provide us with accurate identifying information of all individuals with your permission to access the Reporting Data on your behalf. Prior to providing this information, you will have obtained all necessary consents to supply us and/or the Trade Repository with this information. You will promptly notify us in writing of any changes to this information to **CB.DFEMIRClassificationTeam@LloydsBanking.com**;



Key Information



- From the date you enter into these Terms with us, you provide us with a number of representations, warranties and undertakings, which you continue to make until these Terms terminate.
- We will not be liable to you or any anyone else, for any loss you may suffer in connection with these Terms, unless that loss is a direct result of our gross negligence, wilful default or fraud.

- Maintaining connectivity necessary for you to view any Reporting Data is your responsibility and we provide no warranty as to the available of access to this data at any time. If the Trade Repository offers direct access to the Reporting Data it may be subject to the relevant Trade Repository's fees, terms and conditions;
- we will have no responsibility for any acts or omissions by you or any third party arising out of unauthorised or fraudulent access to the Trade Repository; and
- we will have no responsibility for any losses arising in relation to your inability to access Trade Repository data.

4. Representations

- 4.1 As at the date our relationship under these Terms commences, you represent, warrant and undertake now and on a continuing basis, on your own behalf and, where applicable, on behalf of any principal, as follows:
- you are fully authorised to enter into and to perform your obligations under the Terms;
 - the completion, submission, execution, delivery and/or performance of the Regulatory Questionnaire (or other election to delegate reporting) and these Terms by you does not violate or conflict with any law applicable to you, any provision of your constitutional documents, any order or judgment of any court or other agency of government applicable to you or any of your assets or any contractual restriction binding on or affecting you or any of your assets;
 - the Regulatory Questionnaire (or other election to delegate reporting) together with these Terms constitute valid, legal and binding obligations enforceable against you, except for the effect of bankruptcy, insolvency, re-organisation, moratorium and other similar laws relating to or affecting creditors' rights generally and to general equitable principles; and
 - you hold and will comply with all consents, authorisations and licences (including, without limitation, governmental and regulatory consents) necessary for the exercise and performance by you of your rights and obligations under these Terms.

5. Limitation of Liability

- 5.1 We will, at all times, perform our obligations under these Terms with reasonable care, provided that we will not be required to do or cause to be done anything which:
- is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any third-party service provider, Reporting Delegate or any Trade Repository; or
 - we are prevented from doing so by Applicable Regulations.
- 5.2 Notwithstanding any other provision of these Terms but subject to the remaining provisions of this **paragraph 5** (Limitation of Liability), no Lloyds Bank Person have any liability to you (or any person claiming under or through you) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for any losses arising directly from, or in connection with:
- our provision of, or your use of, services under these Terms;



Key Information



- By entering into these Terms you indemnify and agree in certain circumstances to reimburse any Lloyds Bank Person for Loss that we may suffer or incur in connection with the reporting of data under these Terms.
- You need to waive certain rights of confidentiality to enable us to report data on your behalf.
- You or we can terminate these Terms by providing the other ten (10) Business Days' written notice including by electronic means (such as email).
- We are able to amend or vary these changes by giving you notice in writing.

- any acts or omissions of any third party, including but not limited to, any third-party service provider, Reporting Delegate or a Trade Repository (including any decision by a Reporting Delegate or a Trade Repository not to permit us to report the Reporting Data via the Reporting Delegate or to a Trade Repository on your behalf);
 - our performance of our obligations or exercise of our rights under these Terms (including the use by us of a reporting interface or other technology provided by any Reporting Delegate); or
 - a third party accessing or intercepting your information or data,
- except to the extent that such losses are due to the gross negligence, wilful default or fraud of any Lloyds Bank Person.

- 5.3 In addition, no Lloyds Bank Person shall have any liability for any indirect or consequential loss or damage or for any direct or indirect loss of business, direct or indirect loss of profits, direct or indirect loss of anticipated savings or direct or indirect loss of goodwill.
- 5.4 You agree that this Clause 5 (Limitation of Liability) represents a fair and equitable position. Nothing in these Terms will exclude or limit any duty or liability which may not be excluded or limited under Applicable Regulations.

6. Indemnity

- 6.1 You will indemnify and hold harmless any Lloyds Bank Person from and against any and all losses, damages, fines, penalties, costs, expenses or other liabilities (including reasonable legal and other professional fees) ("**Losses**") incurred by or awarded against them arising from or in connection with:
- any claim or action brought by any third party to the extent that such claim or action arises out of or in connection with or is caused, directly or indirectly, by the activities of the parties contemplated by these Terms;
 - any information provided to us by you, including but not limited to all information included in the Reporting Data; or
 - any regulatory or investigative inquiries or information subpoenas which arise out of or in connection with the activities of the parties contemplated by these Terms,

except to the extent that such Losses are the direct result of the fraud, wilful default or negligence of any Lloyds Bank Person.

7. Confidentiality Waiver

- 7.1 You agree to waive confidentiality in accordance with the terms of Part II (Confidentiality Waiver) of the attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol (the "ISDA Protocol") for our benefit such that we can supply the service pursuant to these Terms. The ISDA Protocol can be found at www.isda.org/protocol/isda-2013-emir-port-rec-dispute-res-and-disclosure-protocol

8. Termination or Amendment

- 8.1 These Terms (and the instruction to us to facilitate the reporting of certain derivatives transactions) may be terminated by either you or us upon ten (10) Business Days' written notice to the other.



Key Information



- This **paragraph 9** deals with “boilerplate” clauses which are provisions that explain the mechanics of these Terms. For example, they explain what would happen if a provision within these Terms is found to be unenforceable, what would happen if we fail to perform our obligations to you under these Terms because of circumstances outside of our reasonable control, which laws these Terms are governed by and what courts could hear a dispute arising under these Terms.

- 8.2 The provisions of **paragraph 5** (Limitation of Liability), **6** (Indemnity), and **7** (Confidentiality Waiver) of this Part II, as well as this paragraph 8.2 (Termination) shall survive the expiration or termination of these Terms.
- 8.3 We reserve the right at all times, subject to any rules of our regulators, to amend or vary these Terms by providing you with notice. Any such amended or varied Terms will also be posted on our Website.
- 8.4 We will give you thirty days’ prior notice of any changes to these Terms before they take effect.

9. General provisions

Entire agreement

- 9.1 These Terms supersede any previous written or verbal agreement between us in relation to the matters dealt with in these Terms and, except as expressly stated, comprise the whole agreement between us relating to the subject matter of these Terms.

Severability

- 9.2 If any provision of these Terms is found by any court or regulatory or administrative body of competent jurisdiction to be invalid or unenforceable, then:
 - the invalidity or unenforceability of that provision will not affect the other provisions of these Terms, which will remain in full force and effect;
 - if that provision would be valid or enforceable if part of it were deleted, then the provision in question will apply with such modification(s) as may be necessary to make it valid and enforceable; and
 - if the bullet point immediately above does not apply, then you and we agree to negotiate in good faith to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

No Waiver

- 9.3 A failure or delay by us in exercising any right in respect of these Terms will not be presumed to operate as a waiver. In addition, a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right or of any other right under these Terms.

Rights of Third Parties

- 9.4 With the exception of **paragraphs 5** (Limitation of liability) and **6** (Indemnity) of this Part II for the benefit of Lloyds Bank Persons, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.



Force majeure

- 9.5 We will not be liable to you for any delay in performance, or for the non-performance, of any of our obligations hereunder by reason of any cause beyond our reasonable control. This includes without limitation any breakdown or failure of transmission, communication or computer facilities, strikes or similar industrial action and the failure of any relevant exchange, clearing house, data service provider and/or broker for any reason to perform its obligations.

Governing Law

- 9.6 These Terms and any non-contractual obligations arising out of, or in connection with them, shall be governed and construed in accordance with the laws of England and Wales.

Jurisdiction

- 9.7 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms (including any dispute relating to any non-contractual obligation arising out of or in connection with these Terms).



Schedule I – Glossary

Applicable Regulations	means any applicable laws, rules and regulations including without limitation, the Financial Services and Markets Act 2000, the Financial Services Act 2021, the Financial Services & Markets Act 2023, the rules of the FCA and the PRA, any rules, policies, guidelines and practices of a relevant regulator, any EU legislation, regulatory requirement or guidance that applies directly or indirectly to our activities, or as it forms part of UK domestic law pursuant to the European Union (Withdrawal) Act 2018 (as amended), the rules of a relevant Market and all other applicable laws, including but not limited to international regulations such as MiFID II, MiFIR, FinSA and the US Dodd Frank Act / Commodity Futures Trading Commission (CFTC) rules, procedures, codes, standards and regulations (including without limitation, accounting rules, anti-money laundering and economic sanctions legislation) as amended or superseded.
Associate	means any undertaking in a group of companies (whether a holding company, subsidiary, subsidiary of any holding company, or representative and branch office in any jurisdiction) or a person whose relationship with the group might reasonably be expected to give rise to a conflict of interest in dealings with third parties.
Business/ Working Day	means a day (other than a Saturday or Sunday) in which we are open for normal business in London.
Common Data	means, with respect to a Relevant Transaction, the information listed in Tables 2 and 3 (Common Data) of the Reporting Annexes .
Counterparty Data	means the information in respect of you required to complete the fields set out in Table 1 (Counterparty Data) of the Reporting Annexes.
EMIR	means Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC Derivatives, Central Counterparties and Trade Repositories (as amended from time to time).
European Union	means the economic and political union established in 1993 by the Maastricht Treaty, with the aim of achieving closer economic and political union between member states that are primarily located in Europe.
Lloyds Bank Person	means Lloyds Bank plc and its' Associates and it's or their directors, contractors, officers, employees, associates and agents..
Regulatory Questionnaire	means the pro-forma questionnaire sent by you to us by way of exchange of emails or by post, as relevant and through which <ul style="list-style-type: none"> ▪ you indicate your agreement to instruct us to facilitate the reporting of certain derivative transactions as required by EMIR; and ▪ agree to be bound by these Terms.
Relevant Transaction	has the meaning ascribed to it in paragraph 1 (Reporting) of Part II of these Terms, which includes, for the avoidance of doubt, transactions between you and us entered into prior to the Reporting Start Date but nonetheless required to be reported under EMIR.
Reporting Annexes	means: <p>the Annex to Commission Delegated Regulation (EU) 2022/1855 of 10 June 2022 and published 7 October 2022 in the Official Journal of the European Union found at eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32022R1855; and</p> <p>the Annex to Commission Implementing Regulation (EU) 2022/1860 of 10 June 2022 and published 7 October 2022 in the Official Journal of the European Union found at eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32022R1860</p> <p>in each case as amended from time to time.</p>
Reporting Delegate	means a third party appointed by us and/or you to report the Counterparty Data and/or the Common Data, in each case by the Reporting Deadline to a Trade Repository.



Reporting Start Date	means, with respect to a Relevant Transaction, the first date on which details of such Relevant Transaction must be reported in accordance with Article 5 of Commission Implementing Regulation (EU) No 1247/2012 of 19 December 2012 and published 21 December 2012 in the Official Journal of the European Union.
Trade Repository	means a legal person that centrally collects and maintains the records of derivatives, securities financing transactions, or such other relevant products and who is registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR.
Retail Client	means a client classified by us as a retail client in accordance with the rules of the FCA COBS 3 www.handbook.fca.org.uk/handbook/COBS/3/?view=chapter
Website	means commercialbanking.lloydsbank.com/important-information/commercial-banking-regulatory-information

You must ensure that you have read and understood these Terms in full before we provide you with any of our Products or Services. If you have any questions or wish to discuss these Terms, please contact your Lloyds Bank Representative.

You can ask for a copy of this document in Braille, large print or audio by contacting 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.bt.com