

**EXECUTION VERSION**

**BANK ACCOUNT AGREEMENT**

**6 JULY 2021**

**CANTERBURY FINANCE NO.4 PLC  
as Issuer**

**and**

**ELAVON FINANCIAL SERVICES D.A.C., U.K. BRANCH  
as Issuer Account Bank**

**and**

**U.S. BANK GLOBAL CORPORATE TRUST LIMITED  
as Cash Manager**

**and**

**U.S. BANK TRUSTEES LIMITED  
as Security Trustee**

**ALLEN & OVERY**

**Allen & Overy LLP**

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**THIS AGREEMENT** (this **Agreement**) is made on 6 July 2021

**BETWEEN:**

- (1) **CANTERBURY FINANCE NO.4 PLC** (registered number 13365493), a public limited company incorporated under the laws of England and Wales, whose registered office is at 10th Floor, 5 Churchill Place, London E14 5HU (the **Issuer**);
- (2) **ELAVON FINANCIAL SERVICES DAC, UK BRANCH** a designated activity company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland, acting through its UK Branch (registered number 020005), from its offices at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (**Issuer Account Bank**);
- (3) **U.S. BANK GLOBAL CORPORATE TRUST LIMITED**, Sa company incorporated in England and Wales acting through its office located at Fifth Floor, 125 Old Broad Street, London, ECN 1AR, United Kingdom and with registration number 05521133, in its capacity as cash manager (the **Cash Manager**), which expression shall include such company and all other persons or companies for the time being acting as such pursuant to the Cash Management Agreement; and
- (4) **U.S. BANK TRUSTEES LIMITED** (registered number 02379632), a limited liability company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the **Security Trustee**, which expression shall include such persons and all other persons for the time being acting as security trustee or security trustees under the Deed of Charge).

**IT IS HEREBY AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

The master definitions and construction schedule made between, amongst others, the parties hereto on or about the date hereof (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the Master Definitions and Construction Schedule) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule.

The following terms have the following definitions:

**Account Rate** means the rate of interest accruing on the amounts standing to the credit in each Issuer Account, as may be agreed between the Issuer and the Issuer Account Bank under the terms of the Issuer Account Agreement from time to time;

**Applicable Law** means any law or regulation including, but not limited to, (a) any domestic or foreign statute or regulation; (b) any rule or practice of any Authority, stock exchange or self-regulatory organisation with which the Issuer Account Bank is bound or accustomed to comply; and (c) any agreements entered into by the Issuer Account Bank and any Authority that is customarily entered into by institutions of a similar nature or (d) any agreements between any two or more Authorities;

**Authorised Person** means any person or company who is designated in writing by the Issuer to give Instructions to the Issuer Account Bank on behalf of the Issuer, including any third party provider (where applicable), for the purposes of this Agreement;

**Business Day** means any day on which the Issuer Account Bank is open for business in London;

**Cash** means the money and currency of any jurisdiction which the Issuer Account Bank accepts for deposit in the Issuer Accounts;

**Client Assets Sourcebook** means the CASS sourcebook as set out in the FCA Rules;

**Client Money Distribution and Transfer Rules** means the client money distribution and transfer rules set out in Chapter 7A of the Client Issuer Assets Sourcebook;

**Client Money Rules** means FCA Rules relating to client money from time to time;

**Elavon Affiliate** means any direct or indirect subsidiary of Elavon Financial Services D.A.C., UK Branch;

**FCA Rules** means the rules established by the Financial Conduct Authority (or any relevant successor) in its handbook of rules and guidance from time to time;

**Instructions** means any written instructions or directions received by the Issuer Account Bank in connection with this Agreement from an Authorised Person or a person believed by the Issuer Account Bank to be an Authorised Person;

The headings in this Agreement are only for convenience and do not affect its meaning. The Schedules are part of this Agreement. Any reference to any provision of statute, enactment, order, regulation or other legislation refers to the provision as it is amended or re-enacted from time to time. Any reference to a Clause or Schedule, unless the context requires otherwise, is a reference to a Clause of, or Schedule to, this Agreement.

## **2. APPOINTMENT**

### **2.1 Appointment**

- (a) The Issuer hereby appoints Elavon Financial Services D.A.C., UK Branch, whose office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, to be the Issuer Account Bank with respect to the Deposit Account, the Swap Collateral Account and (subject to Clause 3.4 (Further Accounts) below) any additional Issuer Account and as its lawful agent, in its name and on its behalf, to perform the services of the Issuer Account Bank under this Agreement.
- (b) Elavon Financial Services D.A.C., UK Branch hereby accepts such appointment on the terms and subject to the conditions of this Agreement.

### **2.2 Duration**

The appointment of the Issuer Account Bank under this Agreement will continue until termination under Clause 9 (Termination).

### **2.3 Power and Authority**

The Issuer Account Bank will, subject to the terms and conditions of this Agreement, have the full power, authority and right to do or cause to be done any and all things which the Issuer Account Bank reasonably considers necessary, convenient or incidental to the performance of its services under this Agreement or any other Transaction Document unless it receives written notice to the contrary from the Issuer or the Security Trustee, as appropriate, in accordance with the terms of this Agreement.

## **2.4 Agent of the Issuer only**

Subject to Clause 7.4 (Consequences of Enforcement Notice on Cash Manager appointment), in acting under this Agreement, the Issuer Account Bank shall act solely as an agent of the Issuer and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any of the Noteholders, the Certificateholders or any other third party.

## **2.5 Opening of Issuer Accounts**

The Issuer Account Bank confirms that the Deposit Account and the Swap Collateral Account denominated in sterling have been opened in the name of the Issuer on or prior to the Closing Date and will operate in accordance with this Agreement. For the avoidance of doubt, only sterling Cash may be deposited into the Swap Collateral Account and no other currencies or securities will be held in the Swap Collateral Account.

## **3. THE ISSUER ACCOUNTS**

### **3.1 Instructions from the Cash Manager**

Subject to Clauses 3.4 (Further Accounts), 3.5 (No Negative Balance) and Clause 7.4 (Consequences of Enforcement Notice on Cash Manager appointment), prior to the service of an Enforcement Notice on the Issuer, the Issuer Account Bank shall comply with any direction of the Issuer (or the Cash Manager on behalf of the Issuer) or, following the service of an Enforcement Notice, the Security Trustee, given on a Business Day to effect a payment by debiting any one of the Issuer Accounts if such direction (i) is in writing or is given by the internet banking service provided by the Issuer Account Bank; (ii) otherwise complies with the relevant Account Mandate or in the case of an electronic instruction, the relevant procedures of the Issuer Account Bank applicable from time to time; and (iii) in circumstances where the Issuer Account Bank and the Cash Manager are the same institution, are given in accordance with the relevant internal procedures of such institution. In each case, any such direction shall constitute an irrevocable payment instruction.

### **3.2 Timing of Payment**

Without prejudice to the provisions of Clause 4 (Payments), the Issuer Account Bank agrees that, prior to the service of an Enforcement Notice on the Issuer, if directed by the Issuer or following the service of an Enforcement Notice, if directed by the Security Trustee, pursuant to Clause 3.1 (Instructions from the Cash Manager) to make any payment then, subject to Clauses 3.4 (Further Accounts), 3.5 (No Negative Balance) and 7.4 (Consequences of Enforcement Notice on Cash Manager appointment), it will effect the payment specified in such direction not later than the day specified for payment therein and for value on the day specified therein provided that, if any direction specifying that payment be made on the same day as the direction is given is received later than 12 noon on any Business Day or is received on any day that is not a Business Day, the Issuer Account Bank shall make such payment on a best efforts basis but no later than the commencement of business on the following Business Day for value that day.

### **3.3 Bank Charges**

- (a) In consideration of the performance of its role under this Agreement, the Issuer shall pay to the Issuer Account Bank the fees and commissions (including any applicable VAT subject to the receipt of a valid VAT invoice in respect of such amount), if any, as may be agreed in writing between the Issuer and the Issuer Account Bank. The Issuer shall also pay to the Issuer Account Bank all properly incurred expenses incurred by the Issuer Account Bank in connection with its services under this Agreement.

- (b) The fees and charges of the Issuer Account Bank shall be paid by the Issuer subject to and in accordance with the Priority of Payments.
- (c) The fees, commissions and expenses payable to the Issuer Account Bank for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Issuer Account Bank (or to its knowledge by any of its associates) in connection with any transaction effected by the Issuer Account Bank with or for the Issuer.

### **3.4 Further Accounts**

If any further Issuer Accounts are required to be opened by the Issuer, the Issuer shall instruct the Cash Manager to open such Issuer Accounts. If it is determined at such time that such Issuer Accounts will be held with the Issuer Account Bank, then the Issuer shall deliver an Account Mandate to the Issuer Account Bank relating to each such Issuer Account in accordance with the Issuer's obligations under this Agreement, the Cash Management Agreement and the Deed of Charge.

### **3.5 No Negative Balance**

Notwithstanding the provisions of Clause 3.1 (Instructions from the Cash Manager), amounts shall only be withdrawn from any Issuer Account to the extent that such withdrawal does not cause the relevant Issuer Account to have a negative balance and for the avoidance of doubt, the Issuer Account Bank shall be under no obligation to monitor the Issuer Accounts for this purpose. No liability shall attach to the Issuer Account Bank if there are insufficient funds to make a payment in whole or part.

### **3.6 Authorisation and regulation**

Elavon Financial Services D.A.C. acting through its UK Branch is duly authorised to act as a bank in the United Kingdom.

### **3.7 No other regulated activities**

Nothing in this Agreement shall require the Issuer Account Bank to carry on an activity of the kind specified by any provision of Part II (other than Article 5 (Accepting Deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or to lend money to the Issuer.

### **3.8 No implied duties**

The Issuer Account Bank shall be obliged to perform only such duties as are expressly set out in this Agreement or otherwise as set out in the Transaction Documents and no implied duties or obligations of any kind (including duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement in respect of the Issuer Account Bank.

### **3.9 No additional liability or expense**

The Issuer Account Bank shall not be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.

### **3.10 Reliance on advisers**

The Issuer Account Bank may consult with legal counsel or other professional advisers of its selection (subject to Clause 12 (Costs), at the expense of the Issuer) in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or in connection with the performance of its duties hereunder. The Issuer Account Bank shall incur no liability and shall be fully protected as

against the Issuer in acting in accordance with the opinion and advice of such legal counsel or professional advisers.

### **3.11 Compliance**

The Issuer Account Bank shall be entitled to take any action or to refuse to take any action which the Issuer Account Bank regards as necessary for the Issuer Account Bank to comply with any Applicable Law, regulation or fiscal requirement, or the rules, operating procedures or market practice of any relevant stock exchange or other market or clearing system.

### **3.12 Several Obligations**

The obligations of the Issuer Account Bank and the Cash Manager under this Agreement and any other Transaction Documents to which they are a party are several and not joint.

### **3.13 Reliance on communication from authorised representatives**

The Issuer Account Bank shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any telephone, facsimile, e mail communication, instruction or document which it reasonably believes to be genuine and is from a person purporting to be (and whom the Issuer Account Bank believes in good faith to be) the authorised representative of the Issuer or the Cash Manager as sufficient instructions and authority of the Issuer or the Cash Manager for the Issuer Account Bank to act (and shall have no duty to ensure that any such instruction is accurate, correct, or in accordance with this Agreement).

### **3.14 Provision of Information by the Issuer**

The Issuer undertakes to the Issuer Account Bank that it will provide to the Issuer Account Bank all documentation and other information reasonably required by the Issuer Account Bank from time to time to comply with all Applicable Laws in relation to the Deposit Account forthwith upon request by the Issuer Account Bank and it will notify the Issuer Account Bank in writing within 30 days upon becoming aware or being notified of any material change in, or in the validity of, any documentation or other information previously provided to the Issuer Account Bank that affects its tax status pursuant to any Applicable Law.

### **3.15 Personal or Sensitive Information**

- (a) The Issuer undertakes not to supply to the Issuer Account Bank any personal data or sensitive data whether relating to such party, its personnel, customers or other data subjects, except to the extent that the Issuer is required to provide such information in order to comply with requests for information made by the Issuer Account Bank pursuant to its "know your customer" procedures or for the purposes of compliance with any Applicable Law. The Issuer Account Bank undertakes to process such information for the purpose of carrying out its "know your customer" procedures and will keep it secure and confidential subject to Clause 11 (Confidentiality).
- (b) For the purposes of this Clause 3.16, where used in respect of the performance of an activity or obligation, "data subject" and "personal data" each have the meaning given to them in the relevant Data Protection Laws at the time that activity or obligation was performed.
- (c) The Issuer Account Bank is under no duty to ensure that funds withdrawn from any Issuer Account are actually applied for the purpose for which they were withdrawn or that any instruction is accurate, correct or in accordance with the terms of any other agreement or arrangement.

- (d) The Issuer expressly acknowledges that it is fully aware of and agrees to accept the risks of error, security and privacy issues and fraudulent activities associated with transmitting instructions through any means requiring manual intervention.

### 3.16 No greater duty of care

The Issuer agrees that the Issuer Account Bank shall not be under any duty to give the amounts in the Issuer Accounts held by it hereunder any greater degree of care than it gives to amounts held for its general banking customers.

### 3.17 Data protection

- (a) In connection with providing the services under this Agreement, the Issuer Account Bank may receive, collect and process personal data (including, but not limited to, telephone communications) relating to individuals employed by or associated with the Issuer and any third party acting for the benefit or on behalf of the Issuer. The Issuer agrees that such personal data may only be used by the Issuer Account Bank, Elavon Affiliates and their respective agents to provide services contemplated by this Agreement, to administer and develop the Issuer Account Bank's relationship with the Issuer, to comply with anti-money laundering requirements, to handle claims, litigation and other proceedings, whether in the United Kingdom or abroad and any other related purposes, as well as to protect the Issuer, the Issuer Account Bank, Elavon Affiliates or third parties against fraud or other improper conduct, and to comply with laws, rules, regulations, court or administrative orders applicable to the Issuer or to the Issuer Account Bank, Elavon Affiliates and associates. Where used in this section in respect of the performance of an activity or obligation, **personal data** has the meaning set out in the applicable Data Protection Laws at the time that activity or obligation was **performed**.
- (b) In order to achieve such purposes, the Issuer Account Bank may transfer personal data provided to it by the Issuer to a third party. The Issuer consents to such personal data being shared with, transferred to and used by, third parties including (but not limited to) Elavon Affiliates, tax authorities and the Issuer Account Bank's other service providers. Where such a third party is located in a jurisdiction outside of the EEA or the United Kingdom that is not considered by the European Commission to offer an adequate level of protection for personal data, the Issuer Account Bank shall ensure that such a transfer complies with a safeguard set out in the applicable Data Protection Laws.
- (c) Data Subjects have the right to access and to rectify inaccuracies in their personal data maintained by the Issuer Account Bank. Requests for such access or rectification should be submitted to the Issuer and the Issuer shall promptly forward them to the Issuer Account Bank and provide assistance to the Issuer Account Bank. The Issuer shall reimburse the Issuer Account Bank for costs and expenses incurred in connection with giving a data subject access to his or her personal data.
- (d) By executing this Agreement, the Issuer acknowledges and consents to the processing of personal data by the Issuer Account Bank, Elavon Affiliates and other persons as set out in this Clause 3.19, and the Issuer shall ensure that it has the right to provide to the Issuer Account Bank all personal data which is provided to it and that it has properly informed and/or obtained the consent of (as required by applicable law, including the Data Protection Laws) the data subjects whose personal data may be processed by the Issuer Account Bank and other persons in the context of this Agreement of the collection, processing and transfer of their personal data by the Issuer Account Bank and other persons for the purposes set out in this Agreement.
- (e) To the extent permitted by applicable law, including the Data Protection Laws each of the Issuer Account Bank and the Issuer may record telephone and electronic communications with the other Party or its agents with or without previous notice or signal for the purpose of constituting evidence of the transactions and communications between the Parties and of any instructions,

facts and events relied upon by the Issuer Account Bank, and refer to the recording of such communications as fully admissible evidence in the event of any dispute, action or proceedings.

#### **4. PAYMENTS**

##### **4.1 Instructions from the Cash Manager**

- (a) The Issuer Account Bank shall comply with the instructions described in Clauses 3.1 (Instructions from the Cash Manager) and 3.2 (Timing of Payment) and shall effect the payments specified in such instructions not later than the time specified for payment therein (provided that the Issuer Account Bank shall not have any liability to any person if it fails to effect timely payment due to insufficient funds standing to the credit of any relevant Issuer Accounts to which an instruction relates on the relevant date. The Issuer Account Bank shall be under no obligation to check the compliance of the Cash Manager with the provisions of Clauses 3.1 (Instructions from the Cash Manager) and 3.2 (Timing of Payment) following receipt by the Issuer Account Bank of instructions for any payment from any Issuer Account.

#### **5. MANDATE**

##### **5.1 Signing and Delivery of the Deposit Account Mandate and Swap Collateral Account Mandate**

The Issuer confirms that it has delivered to the Issuer Account Bank prior to the Closing Date the duly executed Deposit Account Mandate (in or substantially in the form set out in Schedule 1 (Form of Deposit Account Mandate)) relating to the Deposit Account and the Swap Collateral Account Mandate (in or substantially in the form set out in Schedule 2 (Form of Swap Collateral Account Mandate)) relating to the Swap Collateral Account, and the Issuer Account Bank hereby confirms to the Security Trustee that each of the Deposit Account Mandate and the Swap Collateral Account Mandate has been provided to it, that the Deposit Account and the Swap Collateral Account once open and that the Deposit Account Mandate and the Swap Collateral Account Mandate is operative. The Issuer Account Bank acknowledges that the Deposit Account Mandate, the Swap Collateral Account Mandate and any other mandates delivered from time to time pursuant to the terms of this Agreement shall be subject to the terms of the Deed of Charge and this Agreement.

##### **5.2 Amendment or Revocation**

- (a) The Issuer Account Bank agrees that it shall notify the Security Trustee and the Issuer (and the Issuer shall thereby notify the Rating Agencies) as soon as is reasonably practicable and in accordance with Clause 15 (Notices) if it receives any amendment to or revocation of any Account Mandate relating to the Issuer Accounts (other than a change of Authorised Signatory) and any such amendment or revocation (other than a change of Authorised Signatory) shall require the prior written consent of the Security Trustee. Unless such Account Mandate is revoked, the Issuer Account Bank may continue to comply with such Account Mandate (as it may from time to time be amended in accordance with the provisions of this Clause 5.2 (Amendment or Revocation) unless it receives notice in writing (i) from the Issuer or, as the case may be, the Security Trustee to the effect that the appointment of U.S. Bank Global Corporate Trust Limited as Cash Manager under the Cash Management Agreement has been terminated or (ii) from the Security Trustee to the extent that an Enforcement Notice has been served and that it shall, thereafter, act solely on the instructions of the Security Trustee. The Cash Manager shall, prior to seeking any amendments to any Account Mandate which would require the consent of the Security Trustee in accordance with this Clause 5.2 (Amendment or Revocation), confirm to the Issuer Account Bank whether the consent of the Security Trustee has been obtained.
- (b) For the purposes of the call-back arrangement, the Issuer:
  - (i) shall provide a list of authorised signatories and call-back contacts;

- (ii) undertakes (for the purposes of the call-back arrangements where any instruction is sent via e-mail) to give the Issuer Account Bank not less than five (5) Business Days' notice in writing, signed by an authorised signatory (or as otherwise agreed with the Issuer Account Bank), of any amendment to its authorised signatories or call-back contacts giving the details specified in the relevant part of Schedule 1 , in respect of the Deposit Account and Schedule 2, in respect of the Swap Collateral Account. Any such amendment shall take effect upon the expiry of the above notice period (or such shorter period as agreed by the Issuer Account Bank in its absolute discretion); and
- (iii) acknowledges and accepts the risks associated with any appointment of the same person(s) to act both as authorised signatory and call-back contact.

## **6. ACKNOWLEDGEMENT BY THE ISSUER ACCOUNT BANK**

### **6.1 Restriction on Issuer Account Bank's Rights**

Notwithstanding anything to the contrary in the Deposit Account Mandate or the Swap Collateral Account Mandate, the Issuer Account Bank hereby:

- (a) waives any right it has or may hereafter acquire to combine, consolidate or merge any Issuer Account with any other Issuer Account or any other bank account of the Cash Manager, the Issuer, the Seller, the Security Trustee or any other person or any liabilities of the Cash Manager, the Issuer, the Seller, the Security Trustee or any other person to it;
- (b) agrees that it holds any amounts deposited in any Issuer Account as banker except (i) that it may not exercise any lien or, to the extent permitted by law, any set off or transfer any sum standing to the credit of or to be credited to any Issuer Account in or towards satisfaction of any liabilities to it of the Cash Manager, the Issuer, the Security Trustee or any other person owing to it and (ii) subject to Clause 17 (Interest), it shall not be liable to account to the Issuer for any interest or other amounts in respect of the amounts deposited;
- (c) in addition to and without prejudice to its rights and obligations as a Secured Creditor, agrees that it will not take, and shall not take, any steps whatsoever to recover any amount due to owing to it pursuant to this Agreement or any other debts whatsoever owing to it by the Issuer, or procure the winding-up or liquidation of the Issuer or procure the making of an administration order in relation to the Issuer in respect of any of the liabilities of the Issuer whatsoever other than to the extent permitted under the Deed of Charge and this Agreement;
- (d) agrees that it shall have recourse only to sums paid to or received by (or on behalf of) the Issuer pursuant to this Agreement or any other Transaction Document; and
- (e) acknowledges that the Issuer has, pursuant to the Deed of Charge, *inter alia*, assigned by way of security (and, to the extent not assigned, charged by way of first fixed charge) all of its rights, title, interest and benefit, present and future, in, to and under the Transaction Documents (other than the Trust Deed and the Deed of Charge) to which it is a party including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder and all amounts standing to the credit of the Issuer Accounts to the Security Trustee.

### **6.2 Client Money Rules**

The Issuer Account Bank holds all money standing to the credit of any Issuer Account as banker and not as trustee and as a result such money will not be held in accordance with the Client Money Rules and, in the event the Issuer Account Bank becomes insolvent, the client money distribution rules will not apply and the Issuer will not be entitled to share in any distribution under the client money distribution rules. In particular, the Issuer Account Bank will not segregate any monies from its own

and shall not be liable to account to the Issuer for any profits made by the Issuer Account Bank's use as banker of such funds.

### **6.3 Notice of Charge and Assignment and Acknowledgement**

The Issuer Account Bank agrees that promptly upon receipt of a notice of charge and assignment signed by the Issuer, in the form of notice set out in Part 1 (Notice of Charge and Assignment) of Schedule 4 (Form of Notices) hereto, the Issuer Account Bank shall sign and duly return to the Issuer, with a copy to the Security Trustee, an acknowledgement in (or substantially in) the form of acknowledgement set out in Part 2 (Acknowledgement of Notice of Charge and Assignment) of Schedule 4 (Form of Notices) hereto.

### **6.4 Account Statement**

Unless and until directed otherwise by the Security Trustee in accordance with Clause 15 (Notices), the Issuer Account Bank shall provide each of the Issuer and the Security Trustee with a written account transaction statement on a monthly basis in respect of each Issuer Account which is held with the Issuer Account Bank. The Issuer Account Bank is hereby authorised by the Issuer to provide account transaction statements in respect of each Issuer Account to the Cash Manager and the Security Trustee.

## **7. CERTIFICATION, INDEMNITY AND TERMINATION OF CASH MANAGER APPOINTMENT**

### **7.1 Issuer Account Bank to Comply with Cash Manager's Instructions**

Unless otherwise directed in writing by the Security Trustee pursuant to Clause 7.4 (Consequences of Enforcement Notice on Cash Manager appointment), in making any transfer or payment from any Issuer Accounts in accordance with this Agreement, the Issuer Account Bank shall be entitled to act as directed by the Cash Manager pursuant to Clauses 3.1 (Instructions from the Cash Manager) and 3.2 (Timing of Payment) and to rely as to the amount of any such transfer or payment on the Cash Manager's instructions in accordance:

- (a) in the case of the Deposit Account, with the Deposit Account Mandate;
- (b) in the case of the Swap Collateral Account, with the Swap Collateral Account Mandate; and
- (c) in the case of any other Issuer Accounts, with the Account Mandate provided in respect thereof,

and the Issuer Account Bank shall not have any liability to the Cash Manager, the Issuer or the Security Trustee for having acted on such instructions except in the case of its wilful default, fraud or gross negligence.

### **7.2 Issuer Indemnity**

Subject to the Priorities of Payments and the Deed of Charge, the Issuer shall indemnify the Issuer Account Bank against all losses, liabilities, costs, claims, actions, damages, expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) or demands (together, **Losses**) (including, but not limited to, all properly incurred costs, legal fees, charges and expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) (together, **Expenses**) paid or incurred in disputing or defending any Losses) which the Issuer Account Bank may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers or duties under this Agreement except to the extent that any Losses or Expenses result from the Issuer Account Bank's own wilful default, gross negligence or fraud or that of its officers, directors or employees, save that this indemnity shall not extend to any Tax imposed on or calculated by reference to the fees, charges, commissions or other remuneration of the Issuer Account Bank or any such fees, charges, commissions or other remuneration (if any) of the Issuer Account Bank for the operation of the Issuer Accounts or to

Taxes on income, profits or gains of the Issuer Account Bank. This Clause 7.2 (Issuer Indemnity) shall survive the termination (whether by resignation or removal) or expiry of this Agreement. For the avoidance of doubt, neither the Issuer nor Security Trustee (as applicable) shall be liable for any loss arising as a result of the wilful default, gross negligence or fraud of the Issuer Account Bank.

### **7.3 Liability of Issuer Account Bank**

The Issuer Account Bank will only be liable to the Issuer and/or the Security Trustee for losses, liabilities, costs, expenses (including any amounts in respect of Irrecoverable VAT in respect thereof) and demands arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Issuer and/or the Security Trustee (**Liabilities**) to the extent that the Issuer Account Bank has been grossly negligent, fraudulent or in wilful default in respect of its obligations under this Agreement. The Issuer Account Bank shall not otherwise be responsible for any Liabilities which may result from anything done or omitted to be done by it in connection with this Agreement.

### **7.4 Consequences of Enforcement Notice on Cash Manager appointment**

The Issuer Account Bank acknowledges that, if it receives notice in writing from the Security Trustee to the effect that (i) the Note Trustee has served an Enforcement Notice on the Issuer; or (ii) that the appointment of U.S. Bank Global Corporate Trust Limited as Cash Manager under the Cash Management Agreement has been terminated (but without prejudice to Clause 7.1 (Issuer Account Bank to Comply with Cash Manager's Instructions)) all right, authority and power of the Cash Manager in respect of the Issuer Accounts shall be terminated and be of no further effect and the Issuer Account Bank agrees that it shall comply solely with the directions of, (i) upon receipt of a notice from the Security Trustee to the effect that the Note Trustee has served an Enforcement Notice on the Issuer, the Security Trustee; or (ii) upon receipt of a notice from the Security Trustee that the appointment of U.S. Bank Global Corporate Trust Limited has been terminated, any successor cash manager appointed by the Issuer (subject to such successor cash manager having entered into an agreement with the Issuer Account Bank on substantially the same terms as this Agreement) in relation to the operation of each of the Issuer Accounts.

### **7.5 Issuer Account Bank not liable for consequential losses**

Liabilities arising under Clauses 7.3 (Liability of Issuer Account Bank) shall be limited to the amount of the actual loss of the Issuer or Security Trustee, as applicable. Such actual loss shall be determined (i) as at the date of default of the Issuer Account Bank or, if later, the date on which the loss arises as a result of such default and (ii) without reference to any special conditions or circumstances whether or not known to the Issuer or the Security Trustee at the time of entering into this Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Issuer Account Bank be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special or consequential damages, whether or not the Issuer or the Security Trustee has been advised of the possibility of such loss or damages.

### **7.6 Force Majeure**

The liability of the Issuer Account Bank under Clause 7.3 (Liability of Issuer Account Bank) will not extend to any claims, loss, liability, costs, expenses and damages arising through any acts, events or circumstances not within its control including:

- (a) Liabilities arising from nationalisation, expropriation or other governmental actions;
- (b) market conditions which prevent or materially adversely affect the execution or settlement of transactions or the value of assets;
- (c) breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems;

- (d) natural disasters or acts of God;
- (e) war, terrorism, insurrection or revolution; and
- (f) strikes or industrial action.

## **7.7 Investments and holding of assets**

Notwithstanding any other term of this Agreement, the Issuer Account Bank shall not be liable for any claim, loss, liability, costs, expenses and/or damages arising as a result of the general risk of investment in or solely by virtue the holding of assets in any jurisdiction.

## **8. CHANGE OF SECURITY TRUSTEE OR ISSUER ACCOUNT BANK**

### **8.1 Change of Security Trustee**

- (a) If there is any change in the identity of the Security Trustee in accordance with the Deed of Charge, the Issuer Account Bank, the Cash Manager and the Issuer shall execute such documents and take such action as the successor security trustee and the outgoing Security Trustee may reasonably require for the purpose of vesting in the successor security trustee the rights and powers of the outgoing Security Trustee under this Agreement and releasing the outgoing Security Trustee from its future obligations under this Agreement.
- (b) It is hereby acknowledged and agreed that by its execution of this Agreement the Security Trustee shall not assume or have any obligations or liabilities to the Issuer Account Bank, the Cash Manager or the Issuer under this Agreement notwithstanding any provision herein and that the Security Trustee has agreed to become a party to this Agreement for the purpose only of taking the benefit of this Agreement and agreeing to amendments to this Agreement pursuant to Clause 26 (Amendments). Any liberty or right which may be exercised (or not exercised, as the case may be) or determination which may be made under this Agreement by the Security Trustee may be exercised (or not exercised, as the case may be) or made in the Security Trustee's absolute discretion or as directed by the Note Trustee pursuant to the Deed of Charge without any obligation to give reasons therefor and the Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the provisions of the Deed of Charge. Without prejudice to the obligations of the Issuer, neither the Security Trustee nor any receiver appointed pursuant to the Deed of Charge shall be liable to pay any amounts due under this Agreement, subject as provided in Clause 6.3 (Payments under the Cash Management Agreement, the Bank Account Agreement and the Swap Agreement) of the Deed of Charge.

### **8.2 Change of Issuer Account Bank**

If there is any change in the identity of the Issuer Account Bank, the other parties to this Agreement shall execute such documents and take such actions as the successor issuer account bank and the outgoing Issuer Account Bank and the Security Trustee may require for the purpose of vesting in the successor issuer account bank the rights and obligations of the outgoing Issuer Account Bank and releasing the outgoing Issuer Account Bank from its future obligations under this Agreement.

### **8.3 Change of Cash Manager**

If there is any change in the identity of the Cash Manager, the other parties to this Agreement shall execute such documents and take such actions as the successor cash manager and the outgoing Cash Manager and the Security Trustee may require for the purpose of vesting in the successor cash manager the rights and obligations of the outgoing Cash Manager and releasing the outgoing Cash Manager from its future obligations under this Agreement.

## 9. TERMINATION

### 9.1 Termination Events

The Issuer:

- (a) may (with the prior written consent of the Security Trustee) terminate this Agreement and close the Issuer Accounts if the matters specified in paragraphs (b)(i) to (iii) (inclusive) below occur; and
- (b) shall (with the prior written consent of the Security Trustee) terminate this Agreement and close the Issuer Accounts if any of the matters specified in paragraphs (b)(iv) to (vii) (inclusive) below occur,

in each case by serving a written notice of termination on the Issuer Account Bank (with a copy to, as applicable, the Cash Manager, the Issuer and the Security Trustee) (such termination to be effective on the third Business Day following service of such notice subject as provided below) in any of the following circumstances (each an **Issuer Account Bank Termination Event**):

- (i) if a deduction or withholding for or on account of any Tax is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on any Issuer Accounts; or
- (ii) default by the Issuer Account Bank in the performance of its obligations under this Agreement which continues unremedied for a period of 20 Business Days after receiving notice or becoming aware of such default, other than a default which would constitute a termination event under (iii) below; or
- (iii) if the Issuer Account Bank materially breaches its obligations under this Agreement, the Deed of Charge or any other Transaction Document to which the Issuer Account Bank is a party provided the Issuer acting reasonably and following receipt of a Rating Agency Confirmation from each Rating Agency determines that termination of this Agreement following such breach would not adversely affect the then applicable ratings of the Notes; or
- (iv) if the Issuer Account Bank fails to maintain the Account Bank Rating and the Issuer does not, within 60 calendar days of such occurrence, take, or procure to be taken, any of the actions referred to in Clauses 4.5(a) or 4.5(b) of the Cash Management Agreement; or
- (v) if the Issuer Account Bank, otherwise than for the purposes of such amalgamation or reconstruction as is referred to in paragraph (vi) below, ceases or, through an authorised action of the board of directors of the Issuer Account Bank, threatens to cease to carry on all or substantially all of its business or the Issuer Account Bank is unable or admits inability to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act (on the basis that the words "proved to the satisfaction of the court" are omitted from Section 123(1)(e) of the Insolvency Act) and Section 123(2) of the Insolvency Act (on the basis that the words "proved to the satisfaction of the court" are omitted from Section 123(2) of the Insolvency Act) (as that Section may be amended) or ceases to be an authorised institution under FSMA 2000; or

- (vi) if an order is made or an effective resolution is passed for the winding up of the Issuer Account Bank except a winding up for the purposes of or pursuant to a solvent amalgamation or reconstruction the terms of which have previously been approved in writing by the Issuer and the Security Trustee; or
- (vii) if proceedings are initiated against the Issuer Account Bank under any applicable liquidation, insolvency, bankruptcy, examinership, sequestration, composition, reorganisation (other than a reorganisation where the Issuer Account Bank is solvent) or other similar laws (including, but not limited to, presentation of a petition for an administration order) unless (except in the case of presentation of petition for an administration order) such proceedings are, in the reasonable opinion of the Issuer, being disputed in good faith with a reasonable prospect of success or an administration order is granted or an administrative receiver or other receiver, liquidator, trustee in sequestration or other similar official is appointed in relation to the Issuer Account Bank or in relation to the whole or any substantial part of the undertaking or assets of the Issuer Account Bank, or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Issuer Account Bank, or a distress, execution or diligence or other process is levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of the Issuer Account Bank and such possession or process (as the case may be) is not discharged or otherwise ceases to apply within 30 calendar days of its commencement, or the Issuer Account Bank initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, bankruptcy, examinership, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally or takes steps with a view to obtaining a moratorium in respect of any indebtedness.

## **9.2 Notification of Termination Event**

Each of the Issuer, the Cash Manager and the Issuer Account Bank undertakes and agrees to notify the Security Trustee in accordance with Clause 15 (Notices) promptly upon becoming aware of any Issuer Account Bank Termination Event or any event which with the giving of notice or lapse of time or certification would constitute the same pursuant to Clause 9.3 (Termination by Security Trustee).

## **9.3 Termination by Security Trustee**

Following the service of an Enforcement Notice on the Issuer, the Security Trustee may serve a notice of termination on the Issuer Account Bank at any time.

## **9.4 Automatic Termination**

This Agreement shall automatically terminate (if not terminated earlier pursuant to this Clause 9 (Termination)) on the date falling 90 days after all Secured Obligations have been irrevocably discharged in full and the balance of amounts standing to the credit of all Issuer Accounts has been reduced to zero. The Cash Manager shall as soon as is reasonably practicable send notice to the Issuer Account Bank if termination has or will occur in accordance with this Clause 9.4 (Automatic Termination).

## **9.5 Termination by Issuer Account Bank**

- (a) The Issuer Account Bank may terminate this Agreement and cease to operate any of the Issuer Accounts at any time:
  - (i) on giving not less than 45 days' prior written notice (or such shorter period as may be reasonable in the circumstances where termination is due to fraud, material non-compliance with the Issuer Account Bank's terms and conditions relating to the relevant Issuer Accounts or material default by the Issuer under this Agreement) thereof ending on any Business Day which does not fall on an Interest Payment Date or less than five Business Days before an Interest Payment Date

to each of the other parties hereto without assigning any reason therefor other than to specify that such termination is in accordance with this Clause 9.5(a)(i); and

- (ii) on giving not less than 45 days' prior written notice thereof ending on any Business Day which does not fall on an Interest Payment Date or less than five Business Days before an Interest Payment Date to each of the other parties hereto if the Issuer Account Bank shall have demanded payment of its due charges or any interest and the same shall have remained unpaid for a period of one month provided that if the relevant amounts have been paid on or before the date six weeks after the date of delivery of such notice then the notice shall have no effect,

provided that in each case, such termination shall not take effect until a replacement financial institution or institutions (x) fulfilling the Account Bank Rating and (y) being a bank as defined in Section 991 of the Income Tax Act 2007 shall have entered into an agreement on terms commercially acceptable in the market, pursuant to which the substitute account bank agrees to assume and perform all the material duties and obligations of the Issuer Account Bank under this Agreement, subject to the prior approval of the Security Trustee. If, by the day falling 10 days before the expiry of any notice, such a successor replacement financial institution has not been selected, the Issuer Account Bank shall be entitled, on behalf of the Issuer, to appoint in its place a successor complying with the requirements set out in this Clause 9.5 which the Issuer and Security Trustee shall approve.

- (b) In the event of a termination and cessation of its appointment as the Issuer Account Bank pursuant to this Agreement, the Issuer Account Bank shall use reasonable efforts to assist the other parties hereto to effect an orderly transition of the banking arrangements documented hereby or thereby, except where termination is a result of fraud or material default by the Issuer under this Agreement, in which case, the Issuer Account Bank may but shall not be obligated to assist the parties hereto to effect an orderly transition and termination of the banking arrangements and termination of the banking arrangements.
- (c) In all cases, the Issuer Account Bank shall not be responsible for any costs or expenses occasioned by a termination and cessation of its appointment as the Issuer Account Bank pursuant to this Agreement.

## **9.6 Loss of Account Bank Ratings**

If the Issuer Account Bank no longer has the Account Bank Ratings, the Issuer shall use its best endeavours to, within 60 calendar days following the first day on which such downgrade occurred, either:

- (a) close the relevant Issuer Accounts (with the operational assistance of the Cash Manager) held with the Issuer Account Bank (including, for the avoidance of doubt, the Deposit Account) and use all reasonable endeavours to open replacement accounts with a financial institution (a) having all of the Account Bank Ratings and (b) which is a "bank" for the purposes of Section 991 of the Income Tax Act 2007; or
- (b) use all reasonable endeavours to obtain a guarantee of the obligations of such Issuer Account Bank under this Agreement from a financial institution having all of the Account Bank Ratings; or
- (c) take such other reasonable actions as may be required to ensure that the then current rating of the Notes are not adversely affected by the Issuer Account Bank ceasing to have all of the Account Bank Ratings.

## **9.7 Merger**

Any corporation into which the Issuer Account Bank may be merged or converted, or any corporation with which the Issuer Account Bank may be consolidated, or any corporation resulting from any merger,

conversion or consolidation to which the Issuer Account Bank shall be a party, or any corporation to which the Issuer Account Bank shall sell or otherwise transfer all or substantially all of its assets shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any Applicable Laws and subject to any credit rating requirements set out in this Agreement, become the successor issuer account bank under this Agreement without the execution or filing of any paper or any further act on the part of the parties to this Agreement, and after the said effective date all references in this Agreement to the Issuer Account Bank shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Issuer and (following delivery of an Enforcement Notice) the Security Trustee by the Issuer Account Bank.

## **10. FURTHER ASSURANCE**

The parties hereto agree that they will cooperate fully to do all such further acts and things and execute any further documents as may be necessary or reasonably desirable to give full effect to the arrangements contemplated by this Agreement.

## **11. CONFIDENTIALITY**

### **11.1 Confidentiality of Information**

Each party to this Agreement agrees that during the term of this Agreement and thereafter it shall keep confidential and it shall not disclose to any person whatsoever, any information relating to the business, finances or other matters of a confidential nature of any other party hereto of which it may have obtained as a result of the execution of this Agreement or of which it may otherwise have come into the possession of as a result of the performance of its obligations in respect of the Transaction.

### **11.2 Disapplication of confidentiality provisions**

The parties to this Agreement shall use all reasonable endeavours to prevent any such disclosure referred to in Clause 11.1 (Confidentiality of Information), provided that Clause 11.1 (Confidentiality of Information) shall not apply:

- (a) to the disclosure of any information to any person insofar as such disclosure is expressly permitted by this Agreement;
- (b) to the disclosure of any information already known to the recipient otherwise than as a result of entering into any of the Transaction Documents or as a result of a breach of this Clause 11 (Confidentiality);
- (c) to the disclosure of any information with the consent of all the parties hereto;
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than disclosure being made in breach of this Clause 11 (Confidentiality) or as a result of the unauthorised or improper conduct of the recipient;
- (e) to the disclosure of any information:
  - (i) to any of the Rating Agencies;
  - (ii) in order to obtain the admission of the Notes to the Official List;
  - (iii) in connection with the admission of the Notes to trading on Euronext Dublin; or
  - (iv) which is necessary or desirable to provide to prospective investors in the Notes;

- (f) to the extent that disclosure is required pursuant to any law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including any official bank examiners or regulators or Euronext Dublin or the Central Bank or the Financial Conduct Authority or the Prudential Regulation Authority);
- (g) to the extent that the recipient needs to disclose any information to any of its employees, provided that before any such disclosure, the relevant party shall make the relevant employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance with such obligations by such employees;
- (h) to the extent that the recipient needs or wishes to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or, in the case of the Security Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties or obligations under or in connection with the Transaction Documents in each case to such persons as require to be informed of such information for such purposes including, without prejudice to any Secured Creditor or, in the case of the Security Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor trustee;
- (i) to the disclosure of any information to an affiliate, prospective affiliate, prospective successor party and additional or successor parties on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause 11 (Confidentiality); or
- (j) to the disclosure of any information to professional advisers to, or agents of, any party to this Agreement who receive the same under a duty of confidentiality.

### **11.3 Other Disclosures**

- (a) In the course of providing services under this Agreement, the Issuer Account Bank may, and is authorised to, collect, process and disclose information concerning the Issuer, the Account or this Agreement to its offices, Elavon Affiliates and associates and other providers of services as may be necessary in connection with the performance of its obligations under this Agreement (including, without limitation, lawyers and accountants for the Issuer Account Bank) worldwide and may disclose to third parties that it is providing to the Issuer the services contemplated by this Agreement. The Issuer Account Bank may, and is authorised to, disclose information concerning the Issuer to service providers which are not Elavon Affiliates but which are required by the Issuer Account Bank to maintain the confidentiality of such information. The Issuer Account Bank shall not be held responsible for information held by such persons or of which the Issuer Account Bank is not aware by virtue of restricted access or "Chinese Wall" arrangements.
- (b) The Issuer understands that Elavon Financial Services D.A.C., UK Branch is a global financial organisation that operates in and provides services and products to Issuers through Elavon Affiliates and subsidiaries located in multiple jurisdictions (the Elavon Group). The Issuer also understands that the Elavon Group may centralise in one or more Elavon Affiliates, subsidiaries or unaffiliated service providers certain activities, including audit, accounting, administration, risk management, legal, compliance, sales, marketing, relationship management, and the storage, maintenance, aggregation, processing and analysis of information and data regarding the Issuer and the Issuer Accounts. Consequently, the Issuer hereby consents and authorises the Issuer Account Bank to disclose to other members of the Elavon Group (and their respective officers, directors and employees) information and data regarding the Issuer, its employees and representatives, and the Account established pursuant to this Agreement in connection with the foregoing activities.

- (c) If the Issuer Account Bank becomes aware of confidential information which prevents it from effecting a particular transaction under this Agreement, then the Issuer Account Bank may refrain from effecting that transaction without any obligation to disclose the reasons for doing so to the Issuer.
- (d) The Issuer acknowledges that the Issuer Account Bank may be obliged to provide information concerning the Issuer, the Account or this Agreement to market or regulatory authorities, courts and government agencies, including but not limited to the Central Bank, the FCA, PRA and stock exchanges, and to law enforcement authorities. The Issuer hereby authorises the Issuer Account Bank to disclose the information to such market, regulatory, court and government agencies, or law enforcement authorities, or otherwise as required by applicable laws, rules, regulations or court or administrative order in jurisdictions where the Issuer Account Bank does business, and in particular to disclose the identity of the Issuer or, if it is acting on behalf of others, the identity of such others (to the extent known by the Issuer Account Bank).

#### **11.4 Forms of monitoring or recording**

The Issuer agrees to the use of any form of telephonic or electronic monitoring or recording by the Issuer Account Bank according to the Issuer Account Bank's standard operating procedures or as the Issuer Account Bank deems appropriate for security and service purposes, and that such recording may be produced as evidence in any proceedings brought in connection with this Agreement.

#### **12. COSTS**

The Issuer agrees to pay the properly incurred Liabilities, expenses, charges or costs (including properly incurred legal costs and expenses and any amounts representing Irrecoverable VAT in respect thereof) of the Issuer Account Bank in connection with the negotiation and execution of any further documents and the taking of any further action to be executed or taken pursuant to Clause 8 (Change of Security Trustee or Issuer Account Bank), Clause 9 (Termination) (other than Clauses 9.1(b)(iii) to (vii) (Termination Events)), Clause 9.4 (Automatic Termination) and Clause 10 (Further Assurance) and otherwise in connection with this Agreement (including under Clause 3.10 (Reliance on advisers)) or any amendment thereof. All amounts payable under this Clause 12 (Costs) will be made in accordance with the Pre-Enforcement Priority of Payments or as the case may be, the Post-Enforcement Priority of Payments. The Issuer agrees to pay any and all stamp, registration and other similar documentary taxes, duties, assessments or government charges (including any interest and penalties thereon or in connection therewith) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Issuer Account Bank.

#### **13. NON PETITION**

- 13.1 Each party to this Agreement hereby agrees that it will be bound by Clause 22.1 (Non Petition in relation to the Issuer) of the Deed of Charge.
- 13.2 This Clause 13 (Non Petition) shall survive the termination of this Agreement.

#### **14. LIMITED RECOURSE**

- 14.1 The parties to this Agreement hereby acknowledge and agree that all obligations of the Issuer to the parties to this Agreement in respect of amounts owing to the parties pursuant to this Agreement are subject to the terms of Clause 22.2 (Limited Recourse) of the Deed of Charge.
- 14.2 This Clause 14 (Limited Recourse) shall survive the termination of this Agreement.

## **15. NOTICES**

### **15.1 In writing**

All notices and other communications to be made under or in respect of this Agreement must be in writing and, unless otherwise stated, may be given in person, by post, by email or by fax and shall be sent to each relevant party using the contact details set out in Schedule 1 (Notices) of the Master Definitions and Construction Schedule. Unless it is agreed to the contrary, any consent or agreement required under this Agreement must be given in writing.

### **15.2 Changes**

Any party to this Agreement may change its contact details by giving five Business Days' notice to the other parties.

### **15.3 Effectiveness**

Any notice or communication given under this Clause 15 (Notices) but received on a day which is not a Business Day or after 5 p.m. in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notices to be given pursuant to this Agreement to any of the parties hereto shall be sufficiently served if sent by prepaid first class post, email, by hand or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission) when despatched, (where delivered by hand) on the day of delivery if delivered before 5 p.m. on a Business Day or on the next Business Day if delivered thereafter or on a day which is not a Business Day, (in the case of email) when received, or (in the case of first class post) when it would be received in the ordinary course of the post.

### **15.4 Disclosure to the Rating Agencies**

The Issuer, on the direction of the Issuer Account Bank shall, as soon as practicable following receipt by the Issuer Account Bank of a request in writing from any of the Rating Agencies, provide such Rating Agency with a copy of any notice, written information or report sent or made available by the Issuer Account Bank to the Secured Creditors except to the extent that such notice, information or report contains information which is confidential to third parties or which the Issuer Account Bank is otherwise prohibited from disclosing to such Rating Agency.

## **16. LANGUAGE**

16.1 Any notice given in connection with this Agreement must be in English.

16.2 Any other document provided in connection with this Agreement must be:

- (a) in English; or
- (b) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

## **17. INTEREST**

17.1 The Issuer Account Bank may hold amounts in the Issuer Accounts subject to and in accordance with applicable local law, rule or practices. Where amounts are on deposit with the Issuer Account Bank, it will be subject to the terms of this Agreement and such deposit terms and conditions as may be issued by the Issuer Account Bank from time to time (provided that in the event of a conflict, the terms of this Agreement prevail), including rates of interest (including negative interest where applicable) and deposit account access. If for any currency:

- (a) any recognised overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero or impact the rate of the Issuer Account Bank making such rate negative for the Issuer Account Bank; or
- (b) any market counterpart or other institution applies to a negative interest rate or any related charge to any account or balance of the Issuer Account Bank or any Issuer Account or balance opened for the Issuer by the Issuer Account Bank,

the Issuer Account Bank may apply a charge to any Issuer Account or balances. The Issuer Account Bank will give the Issuer prompt written notice of the application of any such charges and of the methodology by which they are applied.

- 17.2 A negative interest rate would result in a charge payable by the Issuer to the Issuer Account Bank and will be paid using Available Revenue Receipts subject to and in accordance with the applicable Priority of Payments.
- 17.3 Interest shall accrue daily on the Deposit Account Balance and shall be paid monthly in arrear in respect of the immediately preceding Monthly Period at a rate of interest equal to the Deposit Account Rate calculated on the basis of the actual number of days elapsed and a 365 day year or 366 in a leap year by payment for value on the same day to the Deposit Account, provided that the Issuer Account Bank may, at any time, apply a new rate of interest to the Deposit Account which new rate shall be effective on a date no later than 30 Business Days after the Issuer Account Bank has given written notice to the Issuer and the Cash Manager of the same (and such new rate shall then be the Deposit Account Rate).
- 17.4 On any day on which interest is payable on the Deposit Account by the Issuer Account Bank under this Agreement, the Issuer Account Bank shall pay the amount of interest then due in immediately available, freely transferable, cleared funds by no later than the close of business on that day.
- 17.5 If any amount is standing to the credit of an Issuer Account (other than the Deposit Account), such amount will bear interest at a rate and as agreed from time to time in writing between the Issuer and the Issuer Account Bank.
- 17.6 Where Cash is on deposit with the Issuer Account Bank, it will be subject to the terms of this Agreement and such deposit terms and conditions as may be issued by the Issuer Account Bank from time to time, including rates of interest (including negative interest where applicable) and deposit account access.

## **18. WITHHOLDING**

- 18.1 All payments by the Issuer Account Bank under this Agreement shall be made in full without any deduction or withholding (whether in respect of set off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law, in which event the Issuer Account Bank shall:
  - (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
  - (b) pay to the relevant taxation or other authorities within the period for payment permitted by Applicable Law the full amount of the deduction or withholding. The Issuer acknowledges and agrees that the Issuer Account Bank may debit any amount held for it in satisfaction of such deduction or withholding;
  - (c) furnish to the Issuer or the Security Trustee (as the case may be) within the period for payment permitted by the relevant law, either:
    - (i) an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or

- (ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
  - (d) account to the Issuer in full by credit to the relevant Issuer Account for an amount equal to the amount of any relief, rebate, repayment or reimbursement of any deduction or withholding which the Issuer Account Bank has made pursuant to this Clause 18 (Withholding) and which is subsequently received by the Issuer Account Bank.
- 18.2 Without prejudice to Clause 18.1 above, the Issuer shall remain liable for any deficiency. Neither the Issuer Account Bank nor any of its affiliates shall be required to account to any relevant taxation or other authorities for any payment for or on account of Taxes to the extent that such payment is not covered by withholding in accordance with Clause 18.1 above.
- 18.3 If the Issuer Account Bank is required to make a deduction or withholding pursuant to Clause 18.1 above, without prejudice to Clause 18.1(d), it shall not pay an additional amount in respect of that deduction or withholding to the Issuer.

## **19. TAX STATUS**

- 19.1 The Issuer Account Bank hereby represents and warrants that it is and will continue to be a "bank" for the purposes of Section 991 of the Income Tax Act 2007, is entering into this Agreement in the ordinary course of its business for the purposes of section 878 of the Income Tax Act 2007, will pay interest pursuant hereto in the ordinary course of such business, will bring into account payments (other than deposits) made under this Agreement in computing its income for United Kingdom Tax purposes and undertakes that it will not cease to be so or to do so otherwise than as a result of the introduction of, change in, or change in the interpretation, administration or application of, any law or regulation or any practice or concession of HMRC occurring after the date of this Agreement.
- 19.2 The Issuer Account Bank will procure that any of its successors or assigns will provide the same representation and undertaking as to its tax status as is provided by the Issuer Account Bank in Clause 19.1 above.

## **20. OTHER INTERESTS**

Any of the Issuer Account Bank, its officers, directors and employees may become the owner of, and/or acquire any interest in, any Notes and/or Certificates with the same rights that it or he would have had if the Issuer Account Bank were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer, and may act on, or as depository, trustee or agent for, any committee or body of Noteholders and/or Certificateholders or other obligations of the Issuer, as freely as if the Issuer Account Bank were not appointed under this Agreement without regard to the interests of the Issuer and shall be entitled to retain and shall not in any way be liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

## **21. ENTIRE AGREEMENT**

This Agreement, the schedules hereto and the Deed of Charge together constitute the entire agreement and understanding between the parties in relation to the subject matter hereof and cancel and replace any other agreement or understanding in relation thereto. The Issuer acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

## **22. PARTIAL INVALIDITY**

The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuation in force of the remainder of this Agreement.

## **23. AGENCY**

23.1 The Issuer Account Bank agrees and confirms that, unless otherwise notified by the Issuer or the Security Trustee, the Cash Manager, as agent of the Issuer, may act on behalf of the Issuer under this Agreement.

23.2 The Issuer Account Bank shall be entitled to rely upon any order, judgement, award, decision, decree, certification, demand, notice, or other written instrument including any requirement and/or request for information delivered by a person or Authority delivered to it hereunder without being required to determine its authenticity or the correctness of any fact stated therein or the validity of the service thereof. The Issuer Account Bank may act in reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorised to do so.

## **24. WAIVER**

No waiver of this Agreement or any provision(s) of this Agreement shall be effective unless it is in writing and executed by (or by some person duly authorised by) each of the parties hereto. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

## **25. ASSIGNMENT**

Subject as provided in or contemplated by Clauses 6.1(e) (Restriction on Issuer Account Bank's Rights), 8.2 (Change of Issuer Account Bank) and 9.5 (Termination by Issuer Account Bank):

- (a) the Issuer Account Bank may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Issuer and the Security Trustee;
- (b) the Issuer may not assign or transfer any of its rights or obligations hereunder (other than by way of security pursuant to the Deed of Charge) without the prior written consent of the Issuer Account Bank and the Security Trustee; and
- (c) the Issuer Account Bank may not act through any other branch other than the branch specified in Clause 2.1 (Appointment) of this Agreement without the prior written consent of the Issuer and the Security Trustee.

## **26. AMENDMENTS**

Subject to Clause 25.7 (Modification to the Transaction Documents) of the Deed of Charge, any amendment, modification or variation to this Agreement may only be made with the prior written consent of each party to this Agreement.

## **27. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

**28. COUNTERPARTS**

This Agreement may be executed in any number of counterparts (including by email), all of which, taken together, shall constitute one and the same agreement and any party to this Agreement may enter into the same by executing and delivering a counterpart (including by email).

**29. GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

**30. SUBMISSION TO JURISDICTION**

Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Agreement (including a dispute relating to any non-contractual obligations arising out of or relating to this Agreement) and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first before written.





## Confirmation and Declaration

Whereas, the Company has requested that Elavon Financial Services DAC (“**Elavon**”) provide the Company with one or more deposit accounts through its branch in the United Kingdom;

The undersigned, vested with the authority to sign on behalf of the Company hereby:

1. request(s) that Elavon opens the Accounts listed in the section “Requested Accounts” hereof, on behalf of the Company;
2. acknowledge and agree that the Accounts shall be domiciled exclusively in the United Kingdom and not in Ireland;
3. confirm(s) the acceptance by the Company of the account opening and operating terms and conditions set out in this Account Mandate Agreement (the “**Mandate**”); and
4. confirm(s) that the mentioned named person(s) in the Authorisation/ Specimen Signature included herein or provided separately to Elavon is/are authorised to sign as described in the Authorisation / Specimen Signature Document on behalf of the Company and the signatures shown are true representations of the signatures of such named person(s). Additionally, the mentioned named person(s) designated as Callback Contacts are authorised by the Company to complete verification of all instruction.
5. confirm(s) receipt of the Information Sheet and Exclusion List for the Financial Services Compensation Scheme contained in Schedule 2.

Signed for and on behalf of

By:

Signatory Name:

Capacity:

Date:

Signatory Name:

Capacity:

Date:

## ACCOUNT TERMS AND CONDITIONS

### INTRODUCTION

Thank you for choosing Elavon Financial Services DAC for your cash management business needs. We appreciate the opportunity to serve you. If you have any questions about our extensive array of cash management services or about this Mandate, please contact your relationship manager.

The terms “we”, “us” and “our” refer to Elavon Financial Services DAC.

The terms “you” and “your” refer solely to the company first named on the first page of this Mandate.

By signing and returning this Mandate, you agree, subject to proviso 3 of the first page of this Mandate (“**Proviso 3**”), to the terms and conditions applicable to the Accounts. Should you require an additional Account; such Account will be governed by the terms and conditions of this Mandate. You may begin using such additional Account when we have received any additional required and properly executed forms.

Whenever you use any of the Accounts covered by this Mandate you agree, subject to Proviso 3, to be bound by these terms and conditions.

This Mandate dated as of the date appearing on the attached signature page is made between us, acting for and on behalf of ourselves and our subsidiaries and affiliates which shall include our successors, transferees and assigns, and you.

#### 1. SCOPE OF MANDATE, REGULATORY STATUS AND GOVERNING LAW

- 1.1. The terms and conditions set out herein shall, subject always to Proviso 3, govern all relations between us and you in connection with the accounts from time to time maintained by you with us (the “**Accounts**”) and, shall supersede all previous mandates or account agreements, between you and us. You hereby represent and warrant that you will establish and maintain Accounts as principal and that you are the sole beneficial owner of the Accounts and that any funds that are from time to time deposited in any Account are not derived from any unlawful activity.
- 1.2. We are authorised by the Central Bank of Ireland (“**CBOI**”) and the Prudential Regulation Authority (“**PRA**”) and subject to limited regulation by the Financial Conduct Authority (“**FCA**”) and the Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request.
- 1.3. This Mandate shall be governed by, and construed in accordance with, English law and you:
  - (i) irrevocably agree for our benefit that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which arises out of or in connection with this Mandate (respectively, “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submit to the jurisdiction of such courts;
  - (ii) irrevocably waive any objection which you might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agree not to claim that any such court is not a convenient or appropriate forum;
  - (iii) agree that to the extent you do not maintain or cease to maintain an establishment in England, you shall immediately appoint, and notify to us the name and address of, an agent for service of process for documents and proceedings in England and thereafter you shall undertake to maintain at all times an agent for services of process in England.
- 1.4. Without prejudice to Clause 1.3, you further irrevocably agree that any Proceedings arising out of or in connection with this Mandate may be brought by us in any competent court of any competent jurisdiction in which you or any Account are located and you irrevocably submit to the non-exclusive jurisdiction of each such court.

#### 2. OPERATION OF ACCOUNTS

- 2.1. You acknowledge and agree that:

- (i) all moneys held for you in the Accounts will be held by us as banker and not as trustee (or in Scotland as agent); and
- (ii) as a result, such moneys will not be held in accordance with the CBOI Client Asset Regulations or the Client Money Rules of the FCA.

2.2. We are authorised:

- (i) to honour all cheques, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted or made by or on behalf of you, drawn upon or addressed to or payable at us, whether your relevant Account is in credit or in debit or may thereby become overdrawn or otherwise;
- (ii) to honour any orders to withdraw any or all monies on any deposit or other Account or any instructions to deliver or dispose of any of your securities, documents or other property held by us from time to time whether by way of security, safe custody or otherwise, using any clearing system that we deem appropriate;
- (iii) to act on any instruction with regard to the purchase or sale of foreign exchange, to accept and act on any application for the issue of a letter of credit and any instructions in relation to any letter of credit and to act on any instructions with regard to any other transactions of any kind with regard to any such Account, in every case under this Clause 2.2(iii), whether the relevant Account is in credit or in debit or may thereby become overdrawn or otherwise, unless otherwise agreed by us in writing;
- (iv) to rely solely on the identifying number of any account, intermediary or beneficiary's bank provided to us, even if it differs from the name of the account or bank; and
- (v) to rely and act on any advice from you regarding monies which you expect to be received for credit to any Account,

PROVIDED THAT in each case the instructions are:

- a. delivered electronically and authenticated in accordance with such electronic transfer agreement(s) as may be agreed in writing between you and us from time to time; or
- b. delivered in writing, with your stamp (where applicable), by an Authorised Signatory or Authorised Signatories in accordance with such authority and limitations on authority as may be agreed from time to time between you and us; or
- c. to the extent agreed between you and us, delivered to us by telephone, facsimile or electronic mail as provided in Clause 3.4.

2.3. We shall accept deposits on your behalf and credit funds to any designated Account, provided however that we have the right to refuse any deposit in the event that the acceptance of such deposit would contravene applicable laws, regulations or our policy and you represent that you are entitled to such funds. We will notify you as soon as is practicable in all circumstances of any refusal under this Clause.

2.4. This Mandate shall not be construed as an agreement by us to provide credit to you and we shall not be obliged to act on any instructions from you in relation to any Account if:

- (i) the relevant Account is in debit or may become overdrawn if we were to action the instruction, or
- (ii) to do so would be contrary to our policy or the policies of our agents (if relevant) or to the request, requirement or policy of any regulatory, governmental, fiscal, monetary or other body or authority to which we are subject or submit, whether or not such request, requirement or policy has the force of law.

Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses associated with such overdraft on demand.

2.5. In the absence of an express agreement to the contrary, the proceeds of any deposit, remittance advice, document, cheque or other instrument shall not be available to you until we have received collected and available funds. If, however, we do give immediate credit, and

- (i) any such deposit, remittance, document, cheque or other instrument is not honoured

when due, or

- (ii) final settlement is not received, or
- (iii) the respective funds are not freely and immediately available, repatriable or convertible to a commonly traded currency,

then we may, without notice, reverse the credit entry together with any related interest and reasonable costs incurred by us in connection with such reversal. We will notify you of any credit entry reversed under this Clause, as soon as reasonably practicable under the relevant circumstances.

- 2.6. Unless otherwise agreed in writing, our liabilities with respect to any Accounts shall be payable only at our UK Branch.
- 2.7. You shall not assign, mortgage, charge or pledge, or create or permit to subsist any lien, security interest or encumbrance or any interest, right or claim of any third party on or with respect to, all or any of your right, title or interest in or to any Account (including deposits and credit balances).

### 3. REQUIRED DOCUMENTS; AUTHORISED SIGNATORIES; TELEPHONE AND FACSIMILE INSTRUCTIONS

- 3.1. You shall furnish us with:
  - (i) such documents regarding you as we may reasonably request, including those documents specified in any required document list and in Schedule 1;
  - (ii) a list of specimen signatures of the directors, company secretary, other officials and agents authorised by you in relation to the operation of the Accounts substantially in the form set out in Page 3 of this Mandate; and
  - (iii) a certified true specimen of your stamp that is to be used in relation to the operation of the Accounts where use of such stamp has been agreed between you and us].
- 3.2. Subject to Clause 3.3, you shall promptly notify us in writing of any change in the identity of any Authorised Signatory and shall furnish to us specimen signatures of any additional or substitute Authorised Signatories. Any such notice will not be effective until we receive such notice and have a reasonable time to act on it. Until such notice becomes effective, we may rely on the existing list of Authorised Signatories.
- 3.3. The scope of any limitations on the authority of the Authorised Signatories shall be agreed between you and us from time to time. In the absence of any express limitation, you hereby confirm that the authority of a single Authorised Signatory is sufficient for all purposes in relation to the Accounts.
- 3.4.
  - (i) You request and authorise us to rely upon and act in accordance with any instruction or communication (each an "**Instruction**") which may from time to time be, or purport to be (whether by reason of forgery, alteration or otherwise), given by or on behalf of you by facsimile or SWIFT message, regardless of the circumstances prevailing at the time of an Instruction. We will be entitled to treat any Instruction as fully authorised by and binding upon you and we shall be entitled (but not bound) to act and take such steps in connection with or in reliance upon an Instruction as we may in good faith consider appropriate. This is whether an Instruction includes or is an instruction to pay money or otherwise to debit or credit any Account, or relates to the disposition of any money, securities or documents, or purports to bind you to any agreement or other arrangement with us or with any other person or to commit you to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of an Instruction. The above is subject to the authorities delegated to the persons listed on the Authorisation/Specimen Signature Document, as amended in writing from time to time. We will inform you of telephone extensions which must exclusively be used. You acknowledge that telephones may be connected to a voice recording system and agree to any and all

recording of telephone calls between you and us and that any recordings may be used as evidence in a court of law. You will ensure that any of your representatives have agreed to such recordings before calling us. If our records about any communication differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to these recordings.

- (ii) Without prejudice to the generality of the foregoing, you agree that we will not be liable for any losses or damages that you may suffer or incur in relation to your Accounts if we act on:
  - a. any telephone or electronic mail Instruction, whether or not such Instruction is authorised by an Authorised Signatory; or
  - b. an Instruction transmitted by facsimile upon which the purported signature of one or more Authorised Signatories appears or if other details in the Instructions are altered or otherwise forged,

provided only that we act in good faith believing such person to be an Authorised Signatory or such signature to be genuine. In consideration of us acting in accordance with the terms of this Clause 3.4, you agree to indemnify us and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our negligence or wilful misconduct. This indemnity shall survive the termination of this Mandate without limit in time.

#### **4. DUTY OF CARE**

- 4.1. In all transactions and matters relating to the relationship between us and you, both parties shall exercise reasonable care.
- 4.2. Without prejudice to the generality of Clause 4.1, we shall exercise reasonable care in verifying the signatures and/or your stamp, where applicable, appearing on written instructions from you, but we shall not be liable for any loss or damage caused by or arising from the execution of instructions which have been altered or on which the signatures have been forged where such alteration or forgery could not be detected by using reasonable care.
- 4.3. We are entitled not to comply with incomplete, incorrect, vague or ambiguous instructions. If we make a telephone call to you to confirm a telephone, facsimile or electronic mail instruction, and the call cannot be completed for any reason to the required number of Authorised Signatories for the relevant transaction, then the instructions may, in our discretion, be considered as incomplete.
- 4.4. We shall not be liable for and will be excused from any distortion, failure or delay in performing our obligations under the Mandate if (i) such distortion, failure or delay is caused by circumstances beyond our reasonable control, including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labor dispute, war, riot, theft, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of yours or any person over which we have no control or (ii) we reasonably believed that our action would have violated any law, guideline, decree, rule or regulation of any governmental authority. No such distortion, failure or delay will constitute a breach of the Mandate.
- 4.5. We shall not be liable for any loss, damage, cost or expense caused by delays, errors or omissions in the transmission or carrying out of instructions, unless we have been negligent and in no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to economic loss, loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.

#### **5. INTEREST AND FEES**

- 5.1. Subject to Clause 5.2 below and applicable law and regulation, we shall pay interest on credit balances and you shall pay interest on debit balances on the Accounts at those rates (which in respect of credit balances may be a negative rate) offered by us to our clients for similar

accounts or at such other rates we may otherwise agree with you in writing.

- 5.2. We reserve the right to vary from time to time our rates of interest for both credit and debit balances with reasonable notice to you.

## 6. STATEMENTS AND NOTICES

- 6.1. We shall provide statements of account in such detail and for such periods as agreed with you in writing, subject to any change in prevailing regulatory requirements as may be notified to you from time to time.
- 6.2. You or your designated agent shall be liable to examine all statements of account, advice, confirmations and notices received from us and promptly notify us of any inaccuracies, discrepancies, unauthorised debits or other unauthorised transactions or improper entries arising from whatever cause (including but without limitation forgery, fraud, lack of authority or negligence of yours or any other person).
- 6.3. We are authorised to mail all statements, notices and other communications at your risk to your address given when the Accounts are opened or any other address subsequently communicated to us in writing.
- 6.4. If on your instruction documents are kept at our premises for collection, and are not collected by you within thirty (30) days of production, we are authorised to mail these documents to your address given when the Accounts are opened or any subsequent address subsequently communicated to us in writing.

## 7. AMENDMENTS AND TERMINATION

- 7.1. Unless otherwise expressly agreed, this Mandate shall remain in full force and effect for so long as you maintain any Account with us.
- 7.2. Subject to local law or regulations, any amendment hereto will be effective upon reasonable prior notice in writing being given to you of such amendment. By continuing to operate the Accounts after such notice you will be deemed to have accepted such amendment.
- 7.3. Whenever we agree to open an Account under this Mandate, any supplemental terms and conditions applicable to the operation of any such Account, will become an integral part of this Mandate and this Mandate shall be deemed to have been amended by the addition of such terms.
- 7.4. Both we and you are entitled at any time to close any or all of the Accounts and to terminate the relationship with the other party by giving not less than fourteen (14) days prior written notice to do so. Once the period of notice has expired any affected Accounts shall cease to accrue credit interest and any credit balance thereon will be placed at your disposal. Unless otherwise expressly agreed in writing, we shall be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims, direct or contingent in respect of any affected Accounts. Thereafter any outstanding amounts owed to us by you shall accrue interest in accordance with Clause 5.1.

## 8. DATA AND TRANSACTIONAL PROCESSING, CONFIDENTIALITY AND CONSENT TO DISCLOSURE OF CUSTOMER INFORMATION

- 8.1. Data transactional processing may, subject to all applicable laws, be entrusted by us to any of our offices, branches, subsidiaries, affiliates or units including such offices, branches, subsidiaries, affiliates or agents located abroad. You agree that we may transfer any data relating to the Accounts or to your relationship with us to such branches, subsidiaries, affiliates or agents and carry out, or cause to be carried out, any transactional and data processing at such locations as we may consider appropriate.
- 8.2. Except as otherwise provided in this Mandate, we agree to take customary and reasonable precautions to maintain the confidentiality of all information in connection with this Mandate or other information respecting you and/or your Accounts and business with us, provided to us by you or otherwise known to us ("**Customer Information**"). You acknowledge and agree that we may disclose from time to time Customer Information to other of our offices and branches and to our subsidiaries, affiliates and agents. For the purposes of this Clause 8, you agree to waive the banking secrecy laws, if any, of the country or countries where you and the Accounts are located (or the country of the relevant currency) with respect to such data and Customer

Information.

- 8.3. In relation to Customer Information that identifies individuals (such as the person we deal with at your organisation in relation to the Accounts) (“**Personal Data**”), we will only process that Personal Data or disclose it to our offices, branches, subsidiaries, affiliates or agents in order to perform this Mandate, to carry out transactional and data processing and for information management and banking relationship purposes. We may engage third parties to provide storage and other services to us and in those circumstances, they will be required to treat Personal Data (and other Customer Information) solely in accordance with our instructions. We may disclose Personal Data to certain other third parties in order to facilitate transactions and provide services. For the purposes set out in this Clause 8.3, we may transfer or disclose Personal Data to other jurisdictions which may not have well developed data protection legislation. The individuals identified by the Personal Data may not have rights under data protection legislation in those jurisdictions. However, we only intend to transfer or disclose Personal Data to our offices, branches, subsidiaries, affiliates and units and to other parties as described above and in Clause 8.4.
- 8.4. You further consent, in order for us to comply with all applicable laws, to the disclosure of Customer Information (including Personal Data subject to compliance with applicable data protection law) by us, or any subsidiary, affiliate or agent (i) at the request of any governmental, regulatory, securities exchange or other similar agency or authority to which we are subject or submit or to which any such subsidiary or affiliate is subject or submits; (ii) to our or its professional advisers or auditors; (iii) pursuant to subpoena or other court process, or to the extent required in connection with any litigation between us or any subsidiary or affiliate and you; (iv) that has become public other than through our breach of these confidentiality obligations; (v) which is obtained by us from a third party who is not known by us to be bound by a confidentiality agreement with respect to that Customer Information; or (vi) when otherwise required to do so in accordance with any applicable law or governmental process.

#### **9. COUNTRIES WHERE WE DO NOT HAVE A PHYSICAL PRESENCE**

Where you are opening accounts with us in the United Kingdom in respect of our provision of clearing systems related services in countries where we do not have a physical presence but instead work with a number of banks (each a “**Bank**”) with which we have made arrangements to enable us to provide such services to you, you hereby:

- a. instruct us to take such actions on your behalf as are necessary to provide you with such services, including operating a notional reference account in your name and in those jurisdictions where it is deemed appropriate opening and operating a sub-account in your name with the relevant Bank;
- b. confirm that we may transfer to the relevant Banks such data and provide such Customer Information relating to you or the conduct of your Accounts with us or your relationship with us as is necessary to enable us to provide you with such services; and
- c. agree to provide such other documents as we may reasonably require for such services to be operated.

#### **10. FOREIGN EXCHANGE**

You acknowledge and agree that:

- (i) all instructions received from you to effect foreign exchange transactions from monies standing to the credit of the Accounts will be executed by us as banker at our own prevailing rates of exchange;
- (ii) you will only instruct us to effect foreign exchange transactions for proper commercial purposes, such as in connection with the settlement of a transaction, and not solely for investment or speculative purposes; and
- (iii) this Clause 10 applies solely to spot foreign exchange transactions and not to forward contracts and other foreign exchange derivative transactions which may only be undertaken by us to the extent we separately agree to enter into an internationally recognised derivatives contract with you.

## 11. MISCELLANEOUS

- 10.1. You will advise us without delay of any change in your legal status, name, address or capacity, or your rights with respect to the Accounts and of any other change affecting your business relations with us. Any such notice will only be effective upon receipt by us and after we have had a reasonable time to act on it.
- 10.2. You agree to obtain all approvals and make all reports required by any relevant law or regulation then prevailing in connection with your transactions.
- 10.3. You and we will abide by any requests, requirements, rules, regulations or policies of any regulatory, governmental, fiscal, monetary or other body or authority to which you or we are subject at any time and you agree to take all necessary action (including but not limited to your executing further documents or providing to us further information or documents as we deem necessary and/or closing of your affected Account(s)).

## 12. INTERPRETATION

In this Mandate:

- (i) unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa;
- (ii) references to Clauses and Schedules are to clauses of and schedules to this Mandate;
- (iii) references to this Mandate include the Schedules hereto;
- (iv) references to this Mandate and/or any Schedules shall be construed as referring to the same as from time to time amended, varied, supplemented or substituted; and
- (v) “**Authorised Signatory**” means any person (whether legal or natural) from time to time authorised by you in accordance with the terms and conditions of this Mandate.

## SCHEDULE 1

### **General documentation precedent to the opening and operation of Accounts**

Unless already provided in connection with the KYC checks conducted by us in respect of the main transaction, one complete set of the following documents is required:

#### Certified True Copies

Each of the following documents must be certified to be a true copy of the original and must be provided to us prior to the opening of any Account (this can be done by applying the wording “Certified True Copy”, the date and an original signature of a person authorised to provide such certification to the first page of any copied document):

- (i) Your Certificate of Incorporation, Certificate of Registration or up-to-date Trade Register Extract and Certificate(s) of Change of Name (if applicable) (or the equivalent as appropriate to the relevant jurisdiction of incorporation), stating that you are entitled to commence business, with English translation, if we request such translation;
- (ii) Your up-to-date Memorandum and Articles of Association or Bye Laws (or the equivalent as appropriate to the relevant jurisdiction of incorporation), with English translation, if we request such translation;
- (iii) Board Resolution (or the equivalent as appropriate to the relevant jurisdiction of incorporation), with English translation, delegating authority to Authorised Signatories to open Accounts and sign agreements with us and defining account operation limits, where appropriate; and
- (iv) Such other document(s) in such forms as we may specify.

#### Original Documentation

Each of the following documents must be provided to us in original form prior to the opening of any Account:-

- (v) Duly authorised list of the Authorised Signatories and their specimen signatures (“**Authorisation/Specimen Signature Document**”);
- (vi) Certificate of Non-Residency for tax purposes (if applicable); and
- (vii) Such other document(s) in such forms as we may specify.

#### Other Documentation

We may require a photocopy (certified to be a true copy) of each of the following documents to be provided to us prior to the opening of any Account:

- (viii) Valid passport of the person(s) signing the page entitled “Authorisation and Agreement for International Accounts”; and
- (ix) Valid passport of each Authorised Signatory.

## **Schedule 2**

### **UK Depositor Information Sheet**

Basic information about the protection of your eligible deposits	
Eligible deposits in Elavon Financial Services DAC, UK	the Financial Services Compensation Scheme (“FSCS”) <sup>1</sup>
Limit of protection:	£85,000 per depositor per bank  The following trading names are part of your bank: U.S. Bank Global Corporate Trust
If you have more eligible deposits at the same bank / building society / credit union:	All your eligible deposits at the same bank are “aggregated” and the total is subject to the limit of £85,000. <sup>2</sup>
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>3</sup>
Reimbursement period in case of bank, building society or credit union’s failure:	20 working days <sup>4</sup>
Currency of reimbursement:	Pound sterling (GBP, £)
To contact Elavon Financial Services DAC, UK Branch for enquiries relating to your account:	Please contact your Relationship Manager
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU  Tel: 0800 678 1100 or 020 7741 4100  Email: ICT@fscs.org.uk
More information:	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>
Acknowledgement of receipt by the depositor:	

#### **Additional information (all or some of the below)**

##### **<sup>1</sup> Scheme responsible for the protection of your eligible deposit**

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit

Guarantee Scheme.

## **2 General limit of protection**

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers a maximum of £85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank, building society or credit union operates under different trading names. Elavon Financial Services DAC, UK Branch also trades under U.S. Bank Global Corporate Trust. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000.

In some cases eligible deposits which are categorised as “temporary high balances” are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor’s current or prospective only or main residence or dwelling;
- (b) a death, or the depositor’s marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk> 

## **3 LIMIT OF PROTECTION FOR JOINT ACCOUNTS**

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

## **4 Reimbursement**

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: [ICT@fscs.org.uk](mailto:ICT@fscs.org.uk). It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk> .

## **Other important information**

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

## **UK Exclusions List**

### **Section A (up to and including 31 December 2016)**

A deposit is excluded from protection if:

- 1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, bank building society or credit union.
- 2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- 3) It is a deposit made by a depositor which is one of the following:
  - credit institution
  - financial institution
  - investment firm
  - insurance undertaking
  - reinsurance undertaking
  - collective investment undertaking
  - pension or retirement fund<sup>1</sup>
  - public authority, other than a small local authority.

The following are deposits, categories of deposits or other instruments which will no longer be protected from 3 July 2015:

- deposits of a credit union to which the credit union itself is entitled
- deposits which can only be proven by a financial instrument<sup>2</sup> unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014)
- deposits of a collective investment scheme which qualifies as a small company<sup>3</sup>
- deposits of an overseas financial services institution which qualifies as a small company<sup>4</sup>
- deposits of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>5</sup> – refer to the FSCS for further information on this category

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

### **Section B (from 1 January 2017)<sup>1</sup>**

A deposit is excluded from protection if:

- (1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, bank building society or credit union.

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<sup>1</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded

<sup>2</sup> Listed in Section C of Annex 1 of Directive 2014/65/EU <sup>3</sup>

Under the Companies Act 1985 or Companies Act 2006 <sup>4</sup>

See footnote 3

<sup>5</sup> See footnote 3

(2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.

(3) It is a deposit made by a depositor which is one of the following:

- credit institution
- financial institution
- investment firm
- insurance undertaking
- reinsurance undertaking
- collective investment undertaking
- pension or retirement fund<sup>6</sup>
- public authority, other than a small local authority.

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

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<sup>6</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes or micro, small and medium sized enterprises are not excluded





## Confirmation and Declaration

Whereas, the Company has requested that Elavon Financial Services DAC (“**Elavon**”) provide the Company with one or more deposit accounts through its branch in the United Kingdom;

The undersigned, vested with the authority to sign on behalf of the Company hereby:

6. request(s) that Elavon opens the Accounts listed in the section “Requested Accounts” hereof, on behalf of the Company;
7. acknowledge and agree that the Accounts shall be domiciled exclusively in the United Kingdom and not in Ireland;
8. confirm(s) the acceptance by the Company of the account opening and operating terms and conditions set out in this Account Mandate Agreement (the “**Mandate**”); and
9. confirm(s) that the mentioned named persons(s) in the Authorisation/ Specimen Signature included herein or provided separately to Elavon is/are authorised to sign as described in the Authorisation / Specimen Signature Document on behalf of the Company and the signatures shown are true representations of the signatures of such named person(s). Additionally, the mentioned named person(s) designated as Callback Contacts are authorised by the Company to complete verification of all instruction.
10. confirm(s) receipt of the Information Sheet and Exclusion List for the Financial Services Compensation Scheme contained in Schedule 2.

Signed for and on behalf of

By:

Signatory Name:

Capacity:

Date:

Signatory Name:

Capacity:

Date:

## ACCOUNT TERMS AND CONDITIONS

### INTRODUCTION

Thank you for choosing Elavon Financial Services DAC for your cash management business needs. We appreciate the opportunity to serve you. If you have any questions about our extensive array of cash management services or about this Mandate, please contact your relationship manager.

The terms “we”, “us” and “our” refer to Elavon Financial Services DAC.

The terms “you” and “your” refer solely to the company first named on the first page of this Mandate.

By signing and returning this Mandate, you agree, subject to proviso 3 of the first page of this Mandate (“**Proviso 3**”), to the terms and conditions applicable to the Accounts. Should you require an additional Account; such Account will be governed by the terms and conditions of this Mandate. You may begin using such additional Account when we have received any additional required and properly executed forms.

Whenever you use any of the Accounts covered by this Mandate you agree, subject to Proviso 3, to be bound by these terms and conditions.

This Mandate dated as of the date appearing on the attached signature page is made between us, acting for and on behalf of ourselves and our subsidiaries and affiliates which shall include our successors, transferees and assigns, and you.

### 13. SCOPE OF MANDATE, REGULATORY STATUS AND GOVERNING LAW

13.1. The terms and conditions set out herein shall, subject always to Proviso 3, govern all relations between us and you in connection with the accounts from time to time maintained by you with us (the “**Accounts**”) and, shall supersede all previous mandates or account agreements, between you and us. You hereby represent and warrant that you will establish and maintain all Accounts as principal and that you are the sole beneficial owner of the Accounts and that any funds that are from time to time deposited in any Account are not derived from any unlawful activity.

13.2. We are authorised by the Central Bank of Ireland (“**CBOI**”) and the Prudential Regulation Authority (“**PRA**”) and subject to limited regulation by the Financial Conduct Authority (“**FCA**”) and the Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request.

13.3. This Mandate shall be governed by, and construed in accordance with, English law and you:

- (i) irrevocably agree for our benefit that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which arises out of or in connection with this Mandate (respectively, “**Proceedings**” and “**Disputes**”) and, for such purposes, irrevocably submit to the jurisdiction of such courts;
- (ii) irrevocably waive any objection which you might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agree not to claim that any such court is not a convenient or appropriate forum;
- (iii) agree that to the extent you do not maintain or cease to maintain an establishment in England, you shall immediately appoint, and notify to us the name and address of, an agent for service of process for documents and proceedings in England and thereafter you shall undertake to maintain at all times an agent for services of process in England.

13.4. Without prejudice to Clause 1.3, you further irrevocably agree that any Proceedings arising out of or in connection with this Mandate may be brought by us in any competent court of any competent jurisdiction in which you or any Account are located and you irrevocably submit to the non-exclusive jurisdiction of each such court.

### 14. OPERATION OF ACCOUNTS

14.1. You acknowledge and agree that:

- (i) all moneys held for you in the Accounts will be held by us as banker and not as trustee (or in Scotland as agent); and
- (ii) as a result, such moneys will not be held in accordance with the CBOI Client Asset Regulations or the Client Money Rules of the FCA.

14.2. We are authorised:

- (i) to honour all cheques, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted or made by or on behalf of you, drawn upon or addressed to or payable at us, whether your relevant Account is in credit or in debit or may thereby become overdrawn or otherwise;
- (ii) to honour any orders to withdraw any or all monies on any deposit or other Account or any instructions to deliver or dispose of any of your securities, documents or other property held by us from time to time whether by way of security, safe custody or otherwise, using any clearing system that we deem appropriate;
- (iii) to act on any instruction with regard to the purchase or sale of foreign exchange, to accept and act on any application for the issue of a letter of credit and any instructions in relation to any letter of credit and to act on any instructions with regard to any other transactions of any kind with regard to any such Account, in every case under this Clause 2.2(iii), whether the relevant Account is in credit or in debit or may thereby become overdrawn or otherwise, unless otherwise agreed by us in writing;
- (iv) to rely solely on the identifying number of any account, intermediary or beneficiary's bank provided to us, even if it differs from the name of the account or bank; and
- (v) to rely and act on any advice from you regarding monies which you expect to be received for credit to any Account,

PROVIDED THAT in each case the instructions are:

- a. delivered electronically and authenticated in accordance with such electronic transfer agreement(s) as may be agreed in writing between you and us from time to time; or
- b. delivered in writing, with your stamp (where applicable), by an Authorised Signatory or Authorised Signatories in accordance with such authority and limitations on authority as may be agreed from time to time between you and us; or
- c. to the extent agreed between you and us, delivered to us by telephone, facsimile or electronic mail as provided in Clause 3.4.

14.3. We shall accept deposits on your behalf and credit funds to any designated Account, provided however that we have the right to refuse any deposit in the event that the acceptance of such deposit would contravene applicable laws, regulations or our policy and you represent that you are entitled to such funds. We will notify you as soon as is practicable in all circumstances of any refusal under this Clause.

14.4. This Mandate shall not be construed as an agreement by us to provide credit to you and we shall not be obliged to act on any instructions from you in relation to any Account if:

- (i) the relevant Account is in debit or may become overdrawn if we were to action the instruction, or
- (ii) to do so would be contrary to our policy or the policies of our agents (if relevant) or to the request, requirement or policy of any regulatory, governmental, fiscal, monetary or other body or authority to which we are subject or submit, whether or not such request, requirement or policy has the force of law.

Unless otherwise agreed in writing, you will repay any overdrafts and pay all interest, fees and other expenses associated with such overdraft on demand.

14.5. In the absence of an express agreement to the contrary, the proceeds of any deposit, remittance advice, document, cheque or other instrument shall not be available to you until we have received collected and available funds. If, however, we do give immediate credit, and

- (i) any such deposit, remittance, document, cheque or other instrument is not honoured

when due, or

- (ii) final settlement is not received, or
- (iii) the respective funds are not freely and immediately available, repatriable or convertible to a commonly traded currency,

then we may, without notice, reverse the credit entry together with any related interest and reasonable costs incurred by us in connection with such reversal. We will notify you of any credit entry reversed under this Clause, as soon as reasonably practicable under the relevant circumstances.

14.6. Unless otherwise agreed in writing, our liabilities with respect to any Accounts shall be payable only at our UK Branch.

14.7. You shall not assign, mortgage, charge or pledge, or create or permit to subsist any lien, security interest or encumbrance or any interest, right or claim of any third party on or with respect to, all or any of your right, title or interest in or to any Account (including deposits and credit balances).

## 15. REQUIRED DOCUMENTS; AUTHORISED SIGNATORIES; TELEPHONE AND FACSIMILE INSTRUCTIONS

15.1. You shall furnish us with:

- (i) such documents regarding you as we may reasonably request, including those documents specified in any required document list and in Schedule 1;
- (ii) a list of specimen signatures of the directors, company secretary, other officials and agents authorised by you in relation to the operation of the Accounts substantially in the form set out in Page 3 of this Mandate; and
- (iii) a certified true specimen of your stamp that is to be used in relation to the operation of the Accounts where use of such stamp has been agreed between you and us].

15.2. Subject to Clause 3.3, you shall promptly notify us in writing of any change in the identity of any Authorised Signatory and shall furnish to us specimen signatures of any additional or substitute Authorised Signatories. Any such notice will not be effective until we receive such notice and have a reasonable time to act on it. Until such notice becomes effective, we may rely on the existing list of Authorised Signatories.

15.3. The scope of any limitations on the authority of the Authorised Signatories shall be agreed between you and us from time to time. In the absence of any express limitation, you hereby confirm that the authority of a single Authorised Signatory is sufficient for all purposes in relation to the Accounts.

15.4.

- (i) You request and authorise us to rely upon and act in accordance with any instruction or communication (each an "**Instruction**") which may from time to time be, or purport to be (whether by reason of forgery, alteration or otherwise), given by or on behalf of you by facsimile or SWIFT message, regardless of the circumstances prevailing at the time of an Instruction. We will be entitled to treat any Instruction as fully authorised by and binding upon you and we shall be entitled (but not bound) to act and take such steps in connection with or in reliance upon an Instruction as we may in good faith consider appropriate. This is whether an Instruction includes or is an instruction to pay money or otherwise to debit or credit any Account, or relates to the disposition of any money, securities or documents, or purports to bind you to any agreement or other arrangement with us or with any other person or to commit you to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of an Instruction. The above is subject to the authorities delegated to the persons listed on the Authorisation/Specimen Signature Document, as amended in writing from time to time. We will inform you of telephone extensions which must exclusively be used. You acknowledge that telephones may be connected to a voice recording system and agree to any and al

recording of telephone calls between you and us and that any recordings may be used as evidence in a court of law. You will ensure that any of your representatives have agreed to such recordings before calling us. If our records about any communication differ from yours, our records will govern. In the case of any dispute, you will be entitled to listen to these recordings.

- (ii) Without prejudice to the generality of the foregoing, you agree that we will not be liable for any losses or damages that you may suffer or incur in relation to your Accounts if we act on:
  - a. any telephone or electronic mail Instruction, whether or not such Instruction is authorised by an Authorised Signatory; or
  - b. an Instruction transmitted by facsimile upon which the purported signature of one or more Authorised Signatories appears or if other details in the Instructions are altered or otherwise forged,

provided only that we act in good faith believing such person to be an Authorised Signatory or such signature to be genuine. In consideration of us acting in accordance with the terms of this Clause 3.4, you agree to indemnify us and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our negligence or wilful misconduct. This indemnity shall survive the termination of this Mandate without limit in time.

## **16. DUTY OF CARE**

- 16.1. In all transactions and matters relating to the relationship between us and you, both parties shall exercise reasonable care.
- 16.2. Without prejudice to the generality of Clause 4.1, we shall exercise reasonable care in verifying the signatures and/or your stamp, where applicable, appearing on written instructions from you, but we shall not be liable for any loss or damage caused by or arising from the execution of instructions which have been altered or on which the signatures have been forged where such alteration or forgery could not be detected by using reasonable care.
- 16.3. We are entitled not to comply with incomplete, incorrect, vague or ambiguous instructions. If we make a telephone call to you to confirm a telephone, facsimile or electronic mail instruction, and the call cannot be completed for any reason to the required number of Authorised Signatories for the relevant transaction, then the instructions may, in our discretion, be considered as incomplete.
- 16.4. We shall not be liable for and will be excused from any distortion, failure or delay in performing our obligations under the Mandate if (i) such distortion, failure or delay is caused by circumstances beyond our reasonable control, including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labor dispute, war, riot, theft, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of yours or any person over which we have no control or (ii) we reasonably believed that our action would have violated any law, guideline, decree, rule or regulation of any governmental authority. No such distortion, failure or delay will constitute a breach of the Mandate.
- 16.5. We shall not be liable for any loss, damage, cost or expense caused by delays, errors or omissions in the transmission or carrying out of instructions, unless we have been negligent and in no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to economic loss, loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.

## **17. INTEREST AND FEES**

- 17.1. Subject to Clause 5.2 below and applicable law and regulation, we shall pay interest on credit balances and you shall pay interest on debit balances on the Accounts at those rates (which in respect of credit balances may be a negative rate) offered by us to our clients for similar

accounts or at such other rates we may otherwise agree with you in writing.

17.2. We reserve the right to vary from time to time our rates of interest for both credit and debit balances with reasonable notice to you.

#### **18. STATEMENTS AND NOTICES**

18.1. We shall provide statements of account in such detail and for such periods as agreed with you in writing, subject to any change in prevailing regulatory requirements as may be notified to you from time to time.

18.2. You or your designated agent shall be liable to examine all statements of account, advice, confirmations and notices received from us and promptly notify us of any inaccuracies, discrepancies, unauthorised debits or other unauthorised transactions or improper entries arising from whatever cause (including but without limitation forgery, fraud, lack of authority or negligence of yours or any other person).

18.3. We are authorised to mail all statements, notices and other communications at your risk to your address given when the Accounts are opened or any other address subsequently communicated to us in writing.

18.4. If on your instruction documents are kept at our premises for collection, and are not collected by you within thirty (30) days of production, we are authorised to mail these documents to your address given when the Accounts are opened or any subsequent address subsequently communicated to us in writing.

#### **19. AMENDMENTS AND TERMINATION**

19.1. Unless otherwise expressly agreed, this Mandate shall remain in full force and effect for so long as you maintain any Account with us.

19.2. Subject to local law or regulations, any amendment hereto will be effective upon reasonable prior notice in writing being given to you of such amendment. By continuing to operate the Accounts after such notice you will be deemed to have accepted such amendment.

19.3. Whenever we agree to open an Account under this Mandate, any supplemental terms and conditions applicable to the operation of any such Account, will become an integral part of this Mandate and this Mandate shall be deemed to have been amended by the addition of such terms.

19.4. Both we and you are entitled at any time to close any or all of the Accounts and to terminate the relationship with the other party by giving not less than fourteen (14) days prior written notice to do so. Once the period of notice has expired any affected Accounts shall cease to accrue credit interest and any credit balance thereon will be placed at your disposal. Unless otherwise expressly agreed in writing, we shall be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims, direct or contingent in respect of any affected Accounts. Thereafter any outstanding amounts owed to us by you shall accrue interest in accordance with Clause 5.1.

#### **20. DATA AND TRANSACTIONAL PROCESSING, CONFIDENTIALITY AND CONSENT TO DISCLOSURE OF CUSTOMER INFORMATION**

20.1. Data transactional processing may, subject to all applicable laws, be entrusted by us to any of our offices, branches, subsidiaries, affiliates or units including such offices, branches, subsidiaries, affiliates or agents located abroad. You agree that we may transfer any data relating to the Accounts or to your relationship with us to such branches, subsidiaries, affiliates or agents and carry out, or cause to be carried out, any transactional and data processing at such locations as we may consider appropriate.

20.2. Except as otherwise provided in this Mandate, we agree to take customary and reasonable precautions to maintain the confidentiality of all information in connection with this Mandate or other information respecting you and/or your Accounts and business with us, provided to us by you or otherwise known to us ("**Customer Information**"). You acknowledge and agree that we may disclose from time to time Customer Information to other of our offices and branches and to our subsidiaries, affiliates and agents. For the purposes of this Clause 8, you agree to waive the banking secrecy laws, if any, of the country or countries where you and the Accounts are located (or the country of the relevant currency) with respect to such data and Customer

Information.

20.3. In relation to Customer Information that identifies individuals (such as the person we deal with at your organisation in relation to the Accounts) (“**Personal Data**”), we will only process that Personal Data or disclose it to our offices, branches, subsidiaries, affiliates or agents in order to perform this Mandate, to carry out transactional and data processing and for information management and banking relationship purposes. We may engage third parties to provide storage and other services to us and in those circumstances, they will be required to treat Personal Data (and other Customer Information) solely in accordance with our instructions. We may disclose Personal Data to certain other third parties in order to facilitate transactions and provide services. For the purposes set out in this Clause 8.3, we may transfer or disclose Personal Data to other jurisdictions which may not have well developed data protection legislation. The individuals identified by the Personal Data may not have rights under data protection legislation in those jurisdictions. However, we only intend to transfer or disclose Personal Data to our offices, branches, subsidiaries, affiliates and units and to other parties as described above and in Clause 8.4.

20.4. You further consent, in order for us to comply with all applicable laws, to the disclosure of Customer Information (including Personal Data subject to compliance with applicable data protection law) by us, or any subsidiary, affiliate or agent (i) at the request of any governmental, regulatory, securities exchange or other similar agency or authority to which we are subject or submit or to which any such subsidiary or affiliate is subject or submits; (ii) to our or its professional advisers or auditors; (iii) pursuant to subpoena or other court process, or to the extent required in connection with any litigation between us or any subsidiary or affiliate and you; (iv) that has become public other than through our breach of these confidentiality obligations; (v) which is obtained by us from a third party who is not known by us to be bound by a confidentiality agreement with respect to that Customer Information; or (vi) when otherwise required to do so in accordance with any applicable law or governmental process.

## 21. COUNTRIES WHERE WE DO NOT HAVE A PHYSICAL PRESENCE

Where you are opening accounts with us in the United Kingdom in respect of our provision of clearing systems related services in countries where we do not have a physical presence but instead work with a number of banks (each a “**Bank**”) with which we have made arrangements to enable us to provide such services to you, you hereby:

- d. Instruct us to take such actions on your behalf as are necessary to provide you with such services, including operating a notional reference account in your name and in those jurisdictions where it is deemed appropriate opening and operating a sub-account in your name with the relevant Bank;
- e. confirm that we may transfer to the relevant Banks such data and provide such Customer Information relating to you or the conduct of your Accounts with us or your relationship with us as is necessary to enable us to provide you with such services; and
- f. agree to provide such other documents as we may reasonably require for such services to be operated.

## 22. FOREIGN EXCHANGE

You acknowledge and agree that:

- (iv) all instructions received from you to effect foreign exchange transactions from moneys standing to the credit of the Accounts will be executed by us as banker at our own prevailing rates of exchange;
- (v) you will only instruct us to effect foreign exchange transactions for proper commercial purposes, such as in connection with the settlement of a transaction, and not solely for investment or speculative purposes; and
- (vi) this Clause 10 applies solely to spot foreign exchange transactions and not to forward contracts and other foreign exchange derivative transactions which may only be undertaken by us to the extent we separately agree to enter into an internationally recognised derivatives contract with you.

**23. MISCELLANEOUS**

- 10.4. You will advise us without delay of any change in your legal status, name, address or capacity, or your rights with respect to the Accounts and of any other change affecting your business relations with us. Any such notice will only be effective upon receipt by us and after we have had a reasonable time to act on it.
- 10.5. You agree to obtain all approvals and make all reports required by any relevant law or regulation then prevailing in connection with your transactions.
- 10.6. You and we will abide by any requests, requirements, rules, regulations or policies of any regulatory, governmental, fiscal, monetary or other body or authority to which you or we are subject at any time and you agree to take all necessary action (including but not limited to your executing further documents or providing to us further information or documents as we deem necessary and/or closing of your affected Account(s)).

**24. INTERPRETATION**

In this Mandate:

- (vi) unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa;
- (vii) references to Clauses and Schedules are to clauses of and schedules to this Mandate;
- (viii) references to this Mandate include the Schedules hereto;
- (ix) references to this Mandate and/or any Schedules shall be construed as referring to the same as from time to time amended, varied, supplemented or substituted; and
- (x) “**Authorised Signatory**” means any person (whether legal or natural) from time to time authorised by you in accordance with the terms and conditions of this Mandate.

## SCHEDULE 1

### **General documentation precedent to the opening and operation of Accounts**

Unless already provided in connection with the KYC checks conducted by us in respect of the main transaction, one complete set of the following documents is required:

#### Certified True Copies

Each of the following documents must be certified to be a true copy of the original and must be provided to us prior to the opening of any Account (this can be done by applying the wording “Certified True Copy”, the date and an original signature of a person authorised to provide such certification to the first page of any copied document):

- (x) Your Certificate of Incorporation, Certificate of Registration or up-to-date Trade Register Extract and Certificate(s) of Change of Name (if applicable) (or the equivalent as appropriate to the relevant jurisdiction of incorporation), stating that you are entitled to commence business, with English translation, if we request such translation;
- (xi) Your up-to-date Memorandum and Articles of Association or Bye Laws (or the equivalent as appropriate to the relevant jurisdiction of incorporation), with English translation, if we request such translation;
- (xii) Board Resolution (or the equivalent as appropriate to the relevant jurisdiction of incorporation), with English translation, delegating authority to Authorised Signatories to open Accounts and sign agreements with us and defining account operation limits, where appropriate; and
- (xiii) Such other document(s) in such form as we may specify.

#### Original Documentation

Each of the following documents must be provided to us in original form prior to the opening of any Account:-

- (xiv) Duly authorised list of the Authorised Signatories and their specimen signatures (“**Authorisation/Specimen Signature Document**”);
- (xv) Certificate of Non-Residency for tax purposes (if applicable); and
- (xvi) Such other document(s) in such form as we may specify.

#### Other Documentation

We may require a photocopy (certified to be a true copy) of each of the following documents to be provided to us prior to the opening of any Account:

- (xvii) Valid passport of the person(s) signing the page entitled “Authorisation and Agreement for International Accounts”; and
- (xviii) Valid passport of each Authorised Signatory.

## **Schedule 2**

### **UK Depositor Information Sheet**

Basic information about the protection of your eligible deposits	
Eligible deposits in Elavon Financial Services DAC, UK	the Financial Services Compensation Scheme (“FSCS”) <sup>1</sup>
Limit of protection:	£85,000 per depositor per bank  The following trading names are part of your bank: U.S. Bank Global Corporate Trust
If you have more eligible deposits at the same bank / building society / credit union:	All your eligible deposits at the same bank are “aggregated” and the total is subject to the limit of £85,000. <sup>2</sup>
If you have a joint account with other person(s):	The limit of £85,000 applies to each depositor separately. <sup>3</sup>
Reimbursement period in case of bank, building society or credit union’s failure:	20 working days <sup>4</sup>
Currency of reimbursement:	Pound sterling (GBP, £)
To contact Elavon Financial Services DAC, UK Branch for enquiries relating to your account:	Please contact your Relationship Manager
To contact the FSCS for further information on compensation:	Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU  Tel: 0800 678 1100 or 020 7741 4100  Email: ICT@fscs.org.uk
More information:	<a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>
Acknowledgement of receipt by the depositor:	

#### **Additional information (all or some of the below)**

##### **<sup>1</sup> Scheme responsible for the protection of your eligible deposit**

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit

Guarantee Scheme.

## **2 General limit of protection**

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers a maximum of £85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank, building society or credit union operates under different trading names. Elavon Financial Services DAC, UK Branch also trades under U.S. Bank Global Corporate Trust. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000.

In some cases eligible deposits which are categorised as “temporary high balances” are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor’s current or prospective only or main residence or dwelling;
- (b) a death, or the depositor’s marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk> 

## **3 LIMIT OF PROTECTION FOR JOINT ACCOUNTS**

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

## **4 Reimbursement**

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: [ICT@fscs.org.uk](mailto:ICT@fscs.org.uk). It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk> .

## **Other important information**

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

## **UK Exclusions List**

### **Section A (up to and including 31 December 2016)**

A deposit is excluded from protection if:

- 4) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, bank building society or credit union.
- 5) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- 6) It is a deposit made by a depositor which is one of the following:
  - credit institution
  - financial institution
  - investment firm
  - insurance undertaking
  - reinsurance undertaking
  - collective investment undertaking
  - pension or retirement fund<sup>1</sup>
  - public authority, other than a small local authority.

The following are deposits, categories of deposits or other instruments which will no longer be protected from 3 July 2015:

- deposits of a credit union to which the credit union itself is entitled
- deposits which can only be proven by a financial instrument<sup>2</sup> unless it is a savings product which is evidenced by a certificate of deposit made out to a named person and which exists in a Member State on 2 July 2014)
- deposits of a collective investment scheme which qualifies as a small company<sup>3</sup>
- deposits of an overseas financial services institution which qualifies as a small company<sup>4</sup>
- deposits of certain regulated firms (investment firms, insurance undertakings and reinsurance undertakings) which qualify as a small business or a small company<sup>5</sup> – refer to the FSCS for further information on this category

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

### **Section B (from 1 January 2017)<sup>1</sup>**

A deposit is excluded from protection if:

- (4) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, bank building society or credit union.

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<sup>3</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded

<sup>4</sup> Listed in Section C of Annex 1 of Directive 2014/65/EU <sup>3</sup>

Under the Companies Act 1985 or Companies Act 2006 <sup>4</sup>

See footnote 3

<sup>7</sup> See footnote 3

(5) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.

(6) It is a deposit made by a depositor which is one of the following:

- credit institution
- financial institution
- investment firm
- insurance undertaking
- reinsurance undertaking
- collective investment undertaking
- pension or retirement fund<sup>6</sup>
- public authority, other than a small local authority.

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

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<sup>8</sup> Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes or micro, small and medium sized enterprises are not excluded

### SCHEDULE 3

#### FORM OF PAYMENT INSTRUCTION

*[On headed paper of instructing party]*

Elavon Financial Services D.A.C., UK Branch  
125 Old Broad Street  
Fifth Floor  
London EC2N 1AR  
England

**For the attention of:** [•]

E-mail: [•]

[•] 2021

**Issuer Account Bank Agreement by and between the Issuer (as Issuer) and Elavon Financial Services D.A.C., UK Branch (as Issuer Account Bank) dated 6 July 2021 (the Agreement)**

Dear Sirs,

This Instruction is being given to you pursuant to Clause 3.1 of the Agreement. Capitalised terms not otherwise defined herein shall have the meanings given thereto in the Agreement.

You are hereby instructed to pay the following amount[s] from the Account specified below:

(a) payment from:	Cash Account [•]
(b) transfer to:	[SWIFT code/sort code] [account name] [account number/IBAN]
(c) beneficiary bank:	[SWIFT code/sort code]
(d) account name:	[•]
(e) account number:	[•]
(f) IBAN:	[•]
(g) amount and currency:	[•]
(h) reference:	[•]
(i) value date:	[•]

The governing law of the Agreement shall apply equally to this Instruction.

Yours faithfully,

**CANTERBURY NO.4 PLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 4**  
**FORM OF NOTICES**

**PART 1**

**NOTICE OF CHARGE AND ASSIGNMENT**

To:

Elavon Financial Services D.A.C., UK Branch  
125 Old Broad Street  
Fifth Floor  
London EC2N 1AR  
England  
(as **Issuer Account Bank**)

For the attention of:     Structured Finance Relationship Management

[•] 2021

Dear Sirs,

Re: **CANTERBURY FINANCE NO.4 PLC**

**Deposit Account Number** [REDACTED] (**sort code:** [REDACTED]) (the **Deposit Account**) and **Swap Collateral Account Number** [REDACTED] (**sort code:** [REDACTED]) (the **Swap Collateral Account**)

We hereby give you notice that, by a deed of charge dated of even date herewith and made between, *inter alios*, ourselves and U.S. Bank Trustees Limited (the **Security Trustee**) (the **Deed of Charge**), we:

- (a) charged by way of first fixed charge in favour of the Security Trustee all of our right, title, benefit and interest present and future in, to and under the Deposit Account, the Swap Collateral Account and any additional Issuer Account held with you and all sums of money standing to the credit thereof and all interest accruing thereon from time to time; and
- (b) assigned in favour of the Security Trustee all of our right, title, benefit and interest present and future in, to and under the bank account agreement of even date herewith between ourselves, yourselves, the Security Trustee and the Cash Manager (the **Bank Account Agreement**).

Accordingly, amounts may and shall be withdrawn from time to time from the Deposit Account, the Swap Collateral Account and any additional Issuer Account held with you in accordance with the provisions of the Bank Account Agreement and the Deed of Charge and any Swap Agreement only until such time as you receive notice in writing from the Security Trustee in which case you shall thereafter comply with all directions of the Security Trustee.

We agree that you are not bound to enquire whether the right of the Security Trustee to withdraw any monies from the Deposit Account, the Swap Collateral Account and any additional Issuer Account held with you has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) notice to the contrary or (C) to be responsible for the application of any monies received by the Security Trustee. Further, we agree that you shall have no liability for having acted on instructions or the consequences thereof which on their face appear to be genuine, and which comply with the latest mandate held by you or relevant electronic banking system procedures in the case of an electronic instruction and you have no obligation whatsoever to verify the facts or matters stated in instructions.

For the avoidance of doubt, so long as you comply with this notice and the terms of the Bank Account Agreement and the Deed of Charge, you shall not be responsible to the Security Trustee for making payments in accordance with instructions given in accordance with the terms of the Bank Account Agreement and the Deed of Charge. You, as Issuer Account Bank, shall not be deemed to be a trustee for the Security Trustee of the Deposit Account, the Swap Collateral Account and any additional Issuer Account held by us with you.

Please note that the foregoing authorisations and instructions may not be revoked or varied by ourselves without the prior written consent of the Security Trustee.

Please acknowledge receipt of this notice and your acceptance of the instructions herein contained by signing two copies of the attached form of acknowledgement, returning one copy to ourselves and sending the other copy direct to the Security Trustee at 125 Old Broad Street, Fifth Floor, London, , EC2N 1AR for the attention of Structured Finance Relationship Management.

This notice of charge and assignment and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, the laws of England.

Yours faithfully,

\_\_\_\_\_  
for and on behalf of  
**CANTERBURY FINANCE NO.4 PLC**  
per pro CSC Directors (No. 1) Limited, as Director

## PART 2

### ACKNOWLEDGEMENT OF NOTICE OF CHARGE AND ASSIGNMENT

To: Canterbury Finance No.4 PLC  
10th Floor, 5 Churchill Place, London E14 5HU  
(the **Issuer**)

For the attention of: The Directors

[•] 2021

Dear Sirs,

**Re: CANTERBURY FINANCE NO.4 PLC**

**Deposit Account Number** [REDACTED] (**sort code:** [REDACTED]) (the **Deposit Account**) and **Swap Collateral Account Number** [REDACTED] (**sort code:** [REDACTED]) (the **Swap Collateral Account**)

We acknowledge receipt of your letter dated [•] 2021, a copy of which is attached (the **Letter**). Words and expressions defined in the Letter have the same meanings herein.

In consideration of your agreeing to maintain the Deposit Account and the Swap Collateral Account with us, we now agree and confirm to the Security Trustee that for so long as the instructions in the Letter are not revoked (by operation of law or otherwise) we accept and will comply with the authorisations and instructions contained in the Letter and will not accept or act upon any instructions contrary thereto unless the same shall be in writing signed by the Security Trustee.

We confirm that any additional Issuer Account you as Issuer open with us will be operated subject to and in accordance with the terms of the Bank Account Agreement.

This acknowledgement and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, the laws of England.

Yours faithfully,

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for and on behalf of  
**ELAVON FINANCIAL SERVICES D.A.C., UK BRANCH**

**SIGNATORIES**

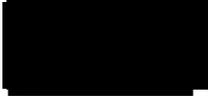
**SIGNED** by  
**CANTERBURY FINANCE NO.4 PLC**  
as Issuer  
per pro CSC Directors (No. 1) Limited, as Director

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**SIGNED** for and on behalf of  
**U.S. BANK GLOBAL CORPORATE TRUST LIMITED**  
as Cash Manager  
acting by its delegated signatory

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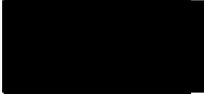
*Chris Yates*  
Authorised Signatory



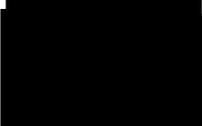
*Michael Leong*  
Authorised Signatory

**SIGNED** for and on behalf of  
**ELAVON FINANCIAL SERVICES D.A.C., UK BRANCH**  
as Issuer Account Bank  
acting by its delegated signatory

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**Chris Yates**  
Authorised Signatory



**Michael Leong**  
Authorised Signatory

**SIGNED** for and on behalf of  
**U.S. BANK TRUSTEES LIMITED**  
in its role as Security Trustee  
acting by an attorney

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**Chris Yates**  
Authorised Signatory



**Michael Leong**  
Authorised Signatory