

IRELAND RECOURSE GENERAL CONDITIONS

1. PAYMENTS TO YOU

- 1.1 We will pay You the Price of each Debt as described in this Agreement, We will do this by making payments accessible in Your Available Funds provided Your Available Funds, the Funding Limit and any High Involvement are not exceeded. If any of them are, You will pay the excess to Us when We demand it. We will pay You as follows:-
- (A) a Prepayment for all Unpaid Approved Debts, on the Working Day after We receive Your Debt Schedule for such Debts;
 - (B) the amount or balance of the Price of Debts (after taking away any Prepayment made to You for them), on the Working Day after We Collect them.
- 1.2 Unless We agree otherwise in Writing We will only pay the Price for each Debt in Euro. If a Debt is not payable in Euro:-
- (A) You will indemnify Us on demand for Our exchange rate losses (if any);
 - (B) We may provisionally work out the Price of that Debt using the exchange rate for this described in Condition 1.3;
 - (C) when converting any Collection for that Debt into Euro, We will work out the Price using the exchange rate for this described in Condition 1.3. This means that this Price may alter from that worked out under Condition 1.2(B).
- 1.3 The exchange rate for use under Condition 1.2(B) is the rate We want to buy the relevant currency when We credit the relevant Debt to the relevant Records. The exchange rate for use in Condition 1.2(C) is the rate We want to buy the relevant currency when We debit the Collection to the relevant Records.
- 1.4 If we agree in Writing to pay the Price of any Debt in a currency other than Euro, Our Discount shall be adjusted accordingly and, in place of EURIBOR, we shall apply a benchmark rate that is (in Our discretion) appropriate to our making of Prepayments in that currency and which reflects our cost of funding in making Prepayments to You in that currency.

2. TELLING US ABOUT DEBTS AND CREDIT NOTES

- 2.1 Unless We require otherwise, You must only Tell Us about Debts which are not Excluded Debts. You must do this only once and will do it:-
- (A) on the Start Date, for Debts then existing;
 - (B) within 2 days of invoicing the Debt (or, if later, immediately after You become its owner), for Debts not existing on the Start Date.
- 2.2 When Telling Us about a Debt You will automatically make the Promises to Us set out in Condition 6.2. If You cannot do this for a particular Debt, You must Tell Us about it separately, mark the relevant Debt Schedule "NOT PROMISED" and set out on it the Promises You cannot make.
- 2.3 Telling Us about a Debt creates a specific assignment of it to Us which enables Us, if We choose, to get a legal assignment of it. This does not affect the general transfer to Us of ownership of all of Your Debts under section B (Transfer of Debts) of the Agreement Particulars.

2.4 Whenever You send Us a Debt Schedule (using whatever method). You will be treated as giving the following notice to Us:-

"Pursuant to the terms of the Invoice Finance Agreement between You and Us (including the Conditions currently in effect) We hereby assign to You the Debts evidenced by the invoices detailed in this Debt Schedule and confirm that We have complied with all Our Promises in the Invoice Finance Agreement between us for You to buy Our Debts. The Transaction (if any) under which each Debt arises and Our obligations relating to such Debt have been fully carried out."

2.5 With each Debt Schedule You will send Us a copy of the invoices for the Debts it Tells Us about and such other documents evidencing those Debts We require. Such documents may include proof that You have completely carried out any Transaction and all of Your obligations relating to the Debts. This applies unless the Special Conditions say otherwise. We tell You in Writing that it does not apply or You send Us a Debt Schedule using the Electronic Facility (when We must receive the required invoices and documents within 2 days of the Debt Schedule being sent).

2.6 You must issue all credit notes as soon as the relevant credit is due, Tell Us about them on a Credit Note Schedule within 2 days of this and give Us a copy of each credit note.

3. CREDIT LIMITS

Setting Limits

3.1 We may set (and alter) a Credit Limit for a Customer. Unless We explicitly give one, such limit will be zero. You must truthfully and accurately tell Us everything You know or should know might influence Us in setting or continuing a Credit Limit. We will choose the method to tell You We have acted under this Condition 3.1 and need not give You any reason for any decision We make under it

3.2 You can ask Us (verbally or in Writing) to set, or alter, a Credit Limit If You do You must give Us all information We ask for and the Credit Limit You want.

Exceeding and Altering Limits

3.3 Unless we agree otherwise, Credit Limits only cover Debts created after they are set. If at any time Unpaid Debts created after this exceed that Customer's Credit Limit, the excess amount will be Disapproved Debts.

3.4 Debts fall within or outside Credit Limits based upon invoice date (earliest before latest).

3.5 We are not a credit reference agency. Us setting a Credit Limit is no indication of a Customer's ability to pay. You will tell no one, including Your Customers, anything about any Credit Limit (including if it exists).

Approved Debts

3.6 An Approved Debt will automatically become a Disapproved Debt:-

- (A) when its Approval Period ends;
- (B) on the Insolvency or threat of proceedings for or other steps towards Insolvency of the Customer;
- (C) if You break any Promise relating to that Debt; or
- (D) when this Agreement ends.

We may at any time treat all or any part of an Approved Debt as a Disapproved Debt. If an Approved Debt becomes a Disapproved Debt You must at once Repay it in the currency of the Current Account relating to it. If We require it You will also then pay any other amounts You owe Us.

- 3.7 If at any time a Customer's Unpaid Debts exceed that Customer's Credit Limit but any report or account We give to You describes such excess as an Approved Debt the excess will only be an Approved Debt so far as it is within the relevant Credit Limit and does not break the High Involvement.
- 3.8 Where Condition 3.6 applies We may reassign the relevant Debt to You. This will be begun by Us making the appropriate entries in the Records for its Notified Value. You will not own such Debt until We are paid in cleared funds for it and for all other Debts We are reassigning to You at such time.
- 3.9 We need not try to recover from the Customer or anyone else before using Our rights under Condition 3.8.

4. ACCOUNTING AND PAYMENTS TO YOU

General

- 4.1 We will keep such Records and in such currencies as We think fit. The Records will include:-
- (A) **A Client Account:** showing what We owe You if all Unpaid Debts are Collected in full and to which We will debit all Fees. Amounts entered on this account will be treated as Prepayments to which Our Discount as applied to Your Current Account will apply. Such amounts may include amounts owed by You to Us whether or not under this Agreement including ones You owe which have been assigned to Us and amounts owed by You to any Bibby Group Company and We may set off all amounts so entered against sums We owe You. This applies whether at the relevant time such amounts are actually payable or payable potentially or conditionally and whether or not We guarantee payment of any amount owed by You to any Bibby Group Company. If unknown We may estimate and enter any such amount. By signing this Agreement You request and authorise Us to give any such guarantee;
- (B) **A Current Account:** showing what You owe Us or We owe You. Its balance may suggest that You have paid charges You owe to Us but this is only a notional position. We will not regard Fees as paid unless this Agreement ends with all other amounts You owe under it having also been paid as well as such Fees. Any amount unpaid when the Agreement ends will be regarded as representing unpaid Fees save to the extent that it exceeds Fees incurred during the period of the Agreement. No interest is due on any amount We owe. If You owe more than the amount worked out by applying the Prepayment Percentage and High Involvement to the Unpaid Approved Debts at any time You will pay Us the difference on demand;
- (C) **A Sales Ledger Control Account:** showing when We receive Collections (but when calculating Our Discount receipt will be deemed 6 Working Days after this). It may include the Price We expect to pay for a Debt but this may need altering to reflect the final Price We must pay.
- 4.2 We may at any time combine all Records into a single account and require You to pay the net balance to Us on demand. If such combination produces an amount We owe You We may pay this to You or withhold it against amounts You owe Us (and whether at the relevant time actually payable or payable potentially or conditionally). You will indemnify Us on demand for sums We pay under a guarantee We give a Bibby Group Company of sums You owe.
- 4.3 We reserve the right not to make any payments to You for any Debts while You are Insolvent or proceedings for or other steps towards Insolvency are threatened or pending against You.

4.4 You will be given such information regarding this Agreement and using such method as We agree with You. Unless You dispute any such information as inaccurate within 15 days of it being sent to You (or published on Our Electronic Facility), You cannot dispute it unless the error is obvious. A certificate of Our company secretary or one of Our directors of any account balance, any loss We suffer or amount You owe Us is conclusive unless containing an obvious or legal error.

5. NOTICE TO CUSTOMERS AND COLLECTION OF DEBTS

5.1 Unless We agree that You will be Our agent for collecting and enforcing payment of Debts We will collect and enforce as We choose. You will accept whatever decisions We make in doing this even if they reduce the Price of a Debt or result in a Debt being settled for less than its Notified Value.

5.2 If We require You to act as Our agent:-

- (A) We will indicate this (and Your duties) by stating in the Agreement Details that You will be Our Collection Agent or by giving You Our authority (by letter);
- (B) this will be a personal appointment for that purpose only;
- (C) You will at Your expense carry out Your duties promptly and efficiently;
- (D) You will keep for Us such records of the Debts and give such information to Customers and to Us as We require; and
- (E) You will pay into such bank account as We require (which, if We require it, will be held in trust for Us and in relation to which We, or Our nominees, shall be the only authorised signatories) all amounts received by You in relation to the payment of Debts assigned to or held in trust for Us under this Agreement without otherwise dealing with them and pending such payment will hold and deal with all such amounts as required by Condition 6.1(J).

5.3 We may at any time end Your agency verbally or in Writing. As a genuine estimate of Our extra work due to Your agency ending We may charge You a fee of 10% of the Notified Value of all Debts Unpaid when it ends and of all Debts You Tell Us about after this.

5.4 You will write to all Customers who pay You by BACS, CHAPS or any other form of electronic transfer using wording which We will provide to You, giving them Our bank account details and telling them to make payment of Debts to such account. If the Agreement Details say that notice to Customers is required You will ensure that every invoice, statement or other document We specify has such notice as We require that We own the Debts. We may tell Customers that We own the Debts when and using such method as We choose.

5.5 We may:-

- (A) allocate any Collection or Reduction as We choose;
- (B) pay a Customer any credit balance due to them (which until this will be a potential liability You owe Us);
- (C) take possession of and sell (on terms We choose) any Returned Goods, treating the net proceeds as a Collection relating to the relevant Debt; and
- (D) (in Our or Your name) contact Customers to verify Debts and take, carry on or settle any action to recover or dispute relating to any Debt as We wish.

5.6 You will fully assist Us in collecting Debts and any Returned Goods and in protecting Our rights.

6. YOUR PROMISES

Undertakings

6.1 You agree that whilst this Agreement continues and after it ends until We have been paid all sums You owe to Us:-

- (A) unless We give Our prior written consent (by letter):-
 - (i) the payment terms agreed with any Customer will not be better than those described in Your Payment Terms and You will not vary any of them for any Debt after Telling Us about it;
 - (ii) You will not issue any credit notes of more than the Credit Note Limit (and will stop issuing any if We ask You verbally or in Writing);
 - (iii) Irish law will govern every Transaction and Debt;
- (B) each Debt can be transferred to Us, is due in Euro (unless We give written consent, by letter, to payment in an Approved Currency) and no other person has any Other Interest in it;
- (C) the Notified Value of each Debt will be fully paid when due and without retention, dispute, set-off, deduction or counterclaim;
- (D) You will Tell Us separately of each Export Debt and Debt payable in an Approved Currency and of each Debt all or part of which relates to interest or any amount payable under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (with a breakdown of such interest or amount);
- (E) You will tell Us at once of any:-
 - (i) information We ask in relation to a Customer, Debt or a Transaction;
 - (ii) Promise which You break;
 - (iii) change of Control (actual or proposed and direct or indirect) of Your business or that of any Associate or Guarantor or in the identity of Your Associates;
 - (iv) proceedings or other steps for or towards Insolvency being begun or threatened against any Relevant Party;
 - (v) taking or threat of steps towards or actual enforcement of any Other Interest or any floating charge becoming fixed over any part of Your assets or undertaking;
 - (vi) change of address of, and material information about the creditworthiness of, a Customer;
 - (vii) dispute You have with a Customer (with full details of such dispute); and
 - (viii) Returned Goods which are in Your possession;
- (F) You will not, unless We consent (by letter), allow to exist any Other Interest over Your present or future assets or factor, discount, declare in trust or otherwise dispose of any Debts (or allow any Associate to factor, discount, declare in trust or otherwise dispose of any present or future debts or other amounts owing to them);

- (G) You have and will comply with all terms of this Agreement and with all procedures We specify relating to its operation;
- (H) if We ask You will transfer to Us ownership (not Ours under the Linked Rights) of goods the subject of a Debt (and We will be deemed to have asked this on Your Insolvency);
- (I) You will comply with the Data Protection Laws and, in particular, you will ensure that all information relating to this Agreement, any Relevant Person and any Debt is processed by You and shared with Us in accordance with the Data Protection Laws such that We may lawfully use such information for the purposes We identify to You in the privacy notices We provide to You and communications between You and Us;
- (J) You will hold any payment You receive in any way relating to a Debt in trust for Us and:-
 - (i) deliver to Us at once the actual cash, cheque, instrument or other form of payment or pay it into such bank account as We require and will if necessary endorse such payment to Us before such delivery;
 - (ii) until it is so delivered keep it separate from Your other money and not, under any circumstances, deal with, negotiate it or pay it into any account including Your own bank account; and
 - (iii) We may notify anyone of such trust;
- (K) You will allow Our bankers to credit to Us amounts made payable to You (and give any indemnity or written confirmation We require relating to this);
- (L) You will take reasonable care in granting credit to each Customer ignoring in doing so whether or not any Debt will or may be covered by any credit insurance policy;
- (M) You will take all reasonable steps to minimise Our Disbursements and loss caused by a Debt not being Collected in full by the date when payment is due; and
- (N) You will keep proper books and records of account and ensure that they contain appropriate entries in them recording the sale to Us of the Debts.

Warranties

- 6.2 Except for Debts You Tell Us about separately under Conditions 2.2 or 6.1(D), by Telling Us about a Debt You warrant that:-
- (A) the Transaction (if any) creating that Debt and the Debt itself are genuine, lawful, valid and binding, made on Your Payment Terms and;-
 - (i) the goods have been delivered to the Customer and the services have been completely carried out which are the subject of that Transaction or Debt or both and no other person has any Other Interest in such goods, services, Transaction or Debt;
 - (ii) the Debt is not an Excluded Debt;
 - (iii) the Debt relates to an established place of business which the Customer has in Ireland or, if We have agreed to buy Your Export Debts, in an Accepted Country;
 - (iv) You have given Us complete and accurate details of the Transaction and the Debt;

- (v) the Customer which owes the Debt is not Insolvent; and
 - (vi) the Debt is one to which this Agreement applies;
- (B) You own the Debt and can lawfully transfer ownership of it to Us free of any Other Interest save Our own interest;
- (C) before this Agreement was made You told Us in Writing everything You knew or ought to have known might influence Us in deciding to enter into it (on its terms or at all) or in accepting any person as Guarantor and that You will tell Us at once of anything which might change any such decision;
- (D) all Accounts Information and other financial information about Your business or that of an Associate or Guarantor given to Us before the Start Date or which You give to Us while this Agreement continues are, and will be, accurate and fairly represent the financial position of the person to which they relate;
- (E) if, as We may, We require You to get a credit insurance policy and to assign to Us the benefit of such policy:-
- (i) You will sign and deliver to Us the documents necessary for such assignment;
 - (ii) the proposal You sent to the insurer upon the basis of which the policy was issued was complete and correct in every way;
 - (iii) You have disclosed to the insurer all information which You know or ought to know might influence the insurer in providing cover under the policy and will continue to do so while this Agreement continues;
 - (iv) You have fully complied with the policy, there have been no acts or omissions which might invalidate it and You will deliver the original policy to Us if We ask;
 - (v) the policy will cover all Debts owned by or held in trust by You for Us and You will promptly make and recover all claims relating to Debts which You have the right to make under the policy; and
 - (vi) You will send Us copies of all communications between You and the insurer at once after You receive or send them;

and while this Agreement continues You will comply with the above warranties as though repeated on each day, pay all premiums when due, deal with any sums You receive under any such policy as a payment under Condition 6.1(J) and tell Us at once if the policy becomes void or is cancelled or lapsed.

7. RECORDS AND INFORMATION

7.1 You will give to Us:-

- (A) Debt Information at once when We ask You;
- (B) such financial information about You at intervals and for such periods as We may ask; and
- (C) Your Accounts Information when available but not later than 9 months after (but not including) the last day of each of Your accounting periods which end while this Agreement continues. Your Accounts Information provided under this Condition must be:-

- (i) (if You are a company which must or does file audited accounts) audited and contain a directors report;
- (ii) (if You are a partnership, a sole trader or a company which need not and does not file audited accounts) certified as true and correct by a firm of chartered or certified accountants.

7.2 We may at any time enter any premises You use to get, copy, remove or audit (at Your cost) any of the information referred to in Condition 7.1 and to inspect goods and Returned Goods.

7.3 We may disclose to such persons as We think appropriate including Your financiers, auditors, accountants, Guarantors, Credit Agencies, insurers and other professional advisers and to any Bibby Group Company and its financiers (and they may disclose to Us) such information about You as We or they have. You confirm that You have given (or, where such persons' identity alters, will at once give) all necessary instructions to allow this. If We ask You will at once instruct Your auditors or accountants at Your expense to report to Us directly about Your financial position.

8. OUR CHARGES

8.1 You will pay Us the charges on the payment dates set out in the Charging Details and will indemnify Us on demand against:-

- (A) all Disbursements: and
- (B) any increase from time to time in the cost to Us of the funds We obtain to provide Prepayments to You under this Agreement including to the discount or interest rate or other costs, charges, fees and expenses relating to such funds (whether such Prepayments are in existence at the time of, or made after, such increase) ("**Increased Funding Costs**").

8.2 Our Discount will be calculated on the debit balance on Your Current Account and then debited to Your Client Account

8.3 We may vary Our Discount, the Fixed Factoring Fees, the Variable Factoring Fees and/or the Annual Review Fee (or any of them) by giving You 30 days' notice in Writing at any time after We consider that either of Our risk in, or costs of, operating this Agreement have altered (including, without limitation, as a result of Increased Funding Costs). If the Fixed Factoring Fees for a period are less than the Variable Factoring Fees for that period set out in the Charging Details (or varied under this Condition) You will pay Us the shortfall on the payment date for this set out in the Charging Details. We may debit Your Client Account with the shortfall We believe will happen in any later period.

8.4 A Debt may not be payable in Euro but We may be paying the Price of it in Euro. If so, any Fee which is a percentage of the Notified Value of the Debt will be applied to the Price of the Debt worked out under Condition 1.2(B).

8.5 If (i) this Agreement ends earlier than You could end it under Condition 10 or (ii) a Termination Event happens, then for the period from either such event until the time to which this Agreement should continue under Condition 10 You will, if We ask, pay Us (for lost Fixed Factoring Fees) the greater of:-

- (A) the Variable Factoring Fees You would have had to pay (less the Fixed Factoring Fees already taken by Us for that period); and
- (B) the Fixed Factoring Fees You would have had to pay for that period if payable at an amount per Month (or part Month) equal to (i) if the Agreement has continued for at least 6 Months, the total Fixed Factoring Fees charged to You in the 6 Months immediately before this Agreement ended or the Termination Event happened divided by 6; or (ii) if this Agreement has not continued for at least 6 Months, the

Fixed Factoring Fees equal to the total Fixed Factoring Fees charged to You under this Agreement divided by the number of full Months for which it has continued or did continue.

8.6 If We agree to alter this Agreement or to provide extra services, reports or facilities for which You ask Us You will pay Us such fees for this as We ask. This includes if We make any payment to You which is more than or made more quickly than is required under Condition 1.1.

8.7 You will pay all VAT due on amounts payable by You under this Agreement. No Fees will be refunded.

9. ELECTRONIC FACILITY

9.1 This Condition 9 applies only if the Agreement Details state that You want the Electronic Facility or We and You agree in Writing that it will apply.

9.2 While this Agreement continues We give You a non-exclusive personal licence to use the Electronic Facility on Your own computer equipment on terms We specify from time to time in relation to and while this Agreement continues. We may alter, suspend or withdraw the Electronic Facility without notice or liability.

9.3 We may charge You for working on or giving You new Electronic Facility versions/updates because You incorrectly use versions/updates.

9.4 All Messages You send must be correct and complete, identify the sender and recipient and have verifiable authenticity. We may rely on any Message You appear to have sent.

9.5 We and You agree to:-

- (A) tell the other at once if it believes there has been defect, fraud or security breach in or resulting from any Message or any breaking of Condition 9.5(C) and to co-operate in seeking a remedy as soon as possible;
- (B) use all reasonable endeavours to ensure its computer system is virus free, Messages are properly stored and can only be accessed and retrieved by authorised persons and to tell the other at once if it believes that such obligations have been or may be broken;
- (C) not tell anyone how the Electronic Facility works (including its security procedures), keep proper security systems for the Electronic Facility and accept all Messages as genuine and as if signed and physically delivered unless corrupted by a proven technical failure;
- (D) if a Message is believed not to be intended for the recipient they will delete it (but not the record of its receipt) and tell the sender (and the other of You or Us) at once; and
- (E) keep a record of all Messages in a form We require, hold this unchanged for 12 months after this Agreement ends and provide it to the other when asked. Our record of Messages will be conclusive except for any obvious errors in it.

9.6 You accept that

- (A) We can update information on the Electronic Facility at any time without liability to You and that whatever it shows We will only pay You as this Agreement describes;
- (B) We will not be liable for any delay by Us which is caused directly or indirectly by:-
 - (i) any failure or fault of equipment, software, telephone line or other communication system (whether Ours or others);

- (ii) any error or discrepancy in any Message We receive; or
- (iii) any unforeseen event including one in Condition 15.2.

9.7 You will indemnify Us on demand for all Disbursements, lost expected savings and damaged goodwill arising from You sending or Us receiving a Message or Us relying on incorrect information in a Message or not receiving a Message from You.

10. AGREEMENT PERIOD

10.1 Unless ended by Us because a Termination Event happens this Agreement will continue from (and including) the date it is made for the Minimum Period after which We or You can end it at any time, subject to Condition 10.2, by giving an End Notice to the other expiring on the last day of a Month.

10.2 If We agree in Writing that You can end this Agreement without it continuing as set out in Condition 10.1 You will pay Us such sum as We require in return for this.

11. ENDING AGREEMENT

Termination Events

11.1 We may end this Agreement at once by giving You notice in Writing at any time after:-

- (A) You (or any Associate) threaten to, or do, break any agreement with Us or any Bibby Group Company;
- (B) You do not Tell Us of any Debts for 14 consecutive days;
- (C) You threaten to, or do, stop carrying on Your business or change the Nature of Your Business;
- (D) You do not pay when due any financial facility or any such facility is declared due before the date for payment stated in it or You repay without Our consent (by letter) any loan to You by an /Associate;
- (E) the Insolvency or threat of Insolvency, death or any legal disability of any Relevant Party (except a Customer) or any Guarantor giving notice of termination of a Guarantee;
- (F) any change (direct or indirect) in Your ownership, Control, composition or constitution, directors, partners, members, financial position or operating performance which We think materially prejudices Us;
- (G) any of Your creditors applies for a court order against Us;
- (H) any waiver, consent, ranking, release, subordination or priority arrangement We obtain from anyone holding any Other Interest over Your assets ends or it is threatened that it will end;
- (I) You or any third party breaks or ends any Promise, representation, warranty or undertaking given to Us in relation to this Agreement or its continuance;
- (J) any of Your directors, partners or members is disqualified from being a director;
- (K) You, any of Your shareholders, directors, shadow directors, members or partners or any Guarantor is charged with an offence involving dishonesty; or
- (L) Any declaration provided for the benefit of Us being untrue or false, or the breach of any representation or warranty provided pursuant to this Agreement.

Effect of Termination Event

- 11.2 On or after a Termination Event (whether or not We end this Agreement) and without limiting Our other rights, We can do all or any of the following (with or without giving You notice in Writing):-
- (A) not make any further payments to You and require You to pay Us at once all amounts You owe Us (whether or not under this Agreement);
 - (B) require You to buy back any Unpaid Debts for a price equal to the aggregate amount payable by You under Condition 11.2(A) (You not becoming their owner until You have paid such amount to Us in cleared funds);
 - (C) increase Our Discount by 2% (to cover Our increased risk); or
 - (D) reserve for any liabilities We think You may owe Us.
- 11.3 If You become Insolvent or stop trading and Our charges under Condition 8.5 are then less than 15% of the Notified Value of all Debts then Unpaid We may charge You the difference as a genuine estimate of Our likely loss from extra work in collecting Debts.
- 11.4 After receiving an End Notice from You We will have the same rights as those in Condition 11.2. If this Agreement ends other than due to a Termination Event, You must buy all Unpaid Debts then existing for the amount in Condition 11.2(B). This Agreement will apply to and You will not be the owner of such Debts until We are paid in cleared funds for them all.
- 11.5 You will indemnify Us against any claim by a Customer to repayment of any sum We Collect whether We are aware of such claim before or after this Agreement ends.
- 11.6 If this Agreement or any of the services We provide under it ends, Our or Your rights or obligations which then exist (including Our right to recover Our Discount until You have fully carried out all Your obligations to Us) will not be affected.

12. PARTNERSHIPS AND INDIVIDUALS

Partnership

- 12.1 Where You are a partnership as identified in the Client Details:-
- (A) Your obligations in this Agreement will be joint and several obligations of the partners as well as obligations of the partnership. "You" and "Your" will be read as referring to each partner and the partnership;
 - (B) You confirm that the Client Details list all of the partners details as at the Start Date. You will tell Us (by letter) at once of any proposed changes to the partners or partnership name and will make sure that on becoming a partner each new partner signs all documents that We require to bind him to this Agreement;
 - (C) until they are satisfied, each partner will be responsible for Your liabilities under this Agreement (actual, conditional, present, future or otherwise). If Your partners change We may treat this Agreement as continuing as if there were no such change; and
 - (D) We may agree anything relating to this Agreement with any partner(s) without affecting Our rights against the others and treat a notice or demand by Us on You or on any partner and a notice by You to Us as given to (and by) each partner.

Sole Trader

- 12.2 If You are a sole trader as identified in the Client Details You must not enter into a partnership without Our prior consent given by letter.

Sole Traders and Partnerships

12.3 If You are a sole trader or a partnership:

- (A) You will:
- (i) indemnify Us against any Disbursements We incur in registering this Agreement;
 - (ii) tell Us (by letter) at once if You move Your Business Address or change Your Trading Style and then sign such documents as We may require;
 - (iii) tell Us (by letter) of any business in which You are interested and if We ask ensure that it sells its debts to a Bibby Group Company;
- (B) You confirm that Your Residential Address in the Client Details is correct and that You will tell Us (by letter) at once of any changes (including in any changed address about which You tell Us under this Condition); and
- (C) this Agreement binds Your executors, administrators, personal representatives and other persons acting for You.

12.4 **Data Protection**

This Condition 12.4 contains an overview of our Privacy Notice along with brief details of certain privacy rights of individuals in relation to their personal information and how We gather, use and share information about You. In this Condition 12.4 (and in our Privacy Notice) references to how We gather, use and share information about You includes all information about You (whether or not personal information).

Our Role

We are the data controller in relation to personal information which We collect about You. This means that We are responsible for deciding how We hold and use personal information about You. Personal information, means any information about an individual from which that person can be identified.

Type of Information

The sort of information We will collect about You and how We collect it is set out in Our Privacy Notice. It is important that You read our Privacy Notice, together with any other privacy notice We may provide on specific occasions when We are collecting or processing personal information about You, so that You are aware of how and why We are using such information.

Your Rights

You have the right to a copy of the personal information which We hold about You (along with other rights including the right to ask Us to update incorrect or incomplete personal information and to erase it and the right to object to (or request that We restrict) the processing of it) – You can contact Our Data Steward by email at Data.ie@bibbyfinancialservices.com or by post sent to The Data

Protection Steward, Bibby Financial Services Limited, Fourth Floor, Heather House, Heather Road, Sandyford Industrial Estate, Dublin in order to enforce any of these rights.

You also have the right to complain to the Data Protection Commission if You are not happy about the way Your personal information is used.

Our need for Information and how We may use it

We will use the personal information We obtain about You, whether from You or from other sources, as set out in our Privacy Notice. This will include to assist with our administration of this Agreement (including making payments and recovering monies in relation to it) and our exercise of our rights under it as well as to carry out activities such as service and product development, training, marketing, credit and financial assessment, market and product analysis, administering insurance claims, audit and preventing fraud and money laundering. In some cases We won't be able to provide products and services to You if We don't have all the information We need.

We will only use Your personal information where We have a lawful basis to do so.

Sharing and Transferring Information

Details of how We may share Your personal information are set out in Our Privacy Notice.

How long We keep Your Information

We'll keep Your information for as long as You have a relationship with Us. After that relationship has ended, We'll continue to keep that information to enable Us to comply with our legal obligations (such as record keeping for tax purposes) and where We may need it for our, or someone else's, legitimate interests (including tackling financial crime and if required in relation to active or potential legal proceedings).

Privacy Notice

Our full Privacy Notice contains more details about our use of Your personal information. A hard copy of our Privacy Notice has been provided to You. You can view our up to date full Privacy Notice via the following link <https://www.bibbyfinancialservices.ie/footer/privacy-notice> at any time.

13. TRANSFERS AND INFORMATION DISCLOSURE

- 13.1 You cannot transfer, delegate, novate, create any Other Interest over or otherwise deal with Your rights or obligations under this Agreement unless We consent (by letter).
- 13.2 You consent to Us transferring, delegating, novating, creating any Other Interest over or otherwise dealing with Our rights and obligations under this Agreement. We may disclose this Agreement and any information relating to it to any person with whom We have done or propose doing any thing described in this Condition and any party involved in this. This will include Our financiers and any security trustee, agent or finance arranger involved in any financing which relates to this Agreement, Our business or that of any Bibby Group Company.

14. SERVICE OF NOTICES

- 14.1 Any notice or demand on You by Us will be validly served if:-
- (A) personally delivered to You or any of Your officers, members or partners and taking effect when delivered;
 - (B) posted or sent by fax or e-mail to Your Service Address or such other address in Ireland You tell Us about (by letter) for the purpose of this Condition; taking effect (if posted) no later than 10am on the next Working Day after being posted and (if faxed or sent by e-mail) when sent.
- 14.2 Notice by You to Us must be by letter sent to Us by recorded delivery post. it will be effective at the time it is recorded as received by Us at Our registered office.

15. MISCELLANEOUS

- 15.1 We may alter the Conditions at any time by making such altered Conditions available on Our Website or, if We choose, posting a copy of them to You. Such altered Conditions will take effect on being made so available or being posted (as appropriate). You are obliged to check our Website regularly for any variations to the Conditions made available there.
- 15.2 We will not be liable for any loss or damage, including consequential or indirect loss, injury or damage or lost anticipated savings caused for whatever reason or if We do not carry out Our obligations under this Agreement due to an unforeseen event. This will include any situation outside Our or a Customer's reasonable control and any natural disaster, currency restrictions, exchange control, governmental or other legal or official requirements, act of God, war, terrorism, revolution, strike, industrial action or failure of computer, postal, communications or banking services.
- 15.3 All payments due from You under this Agreement will be made when due without deduction, withholding or set off. If any deduction or withholding is required by law, You will increase Your payment to Us so that We receive the full amount due before such deduction or withholding.
- 15.4 Any failure or delay by Us at any time or times to require You to perform any provision of this Agreement will not affect Our right to enforce it at a later time.
- 15.5 If You owe Us any amount (whether actually, potentially or conditionally) in a currency other than that of the account to which it is to be debited or accounts held in different currencies are to be combined We may use the middle spot rate of exchange quoted by Our bankers at the time of debit or combination.
- 15.6 You agree that this Agreement is reasonable but that if any part is found to be invalid no other part will be affected.
- 15.7 This Agreement contains all the terms We have agreed with You to the exclusion of any agreement, representation or statement made by Us before it was made. You agree that You have not relied on any representation, understanding or agreement (written or oral) not set out in this Agreement. Nothing in this Agreement excludes liability for fraud. If We have been introduced to You by a third party We have no responsibility for Your dealings with that third party even though We may pay a commission to them.
- 15.8 This Agreement may be signed by You and Us on any number of copies each in identical form but will not take effect until each of You and Us has executed at least one copy. Each copy signed by You or Us will be an original of this Agreement but all of the copies together will be deemed to be one Deed.
- 15.9 This Agreement, and any non-contractual obligations arising out of or in connection with it, will be governed and interpreted by the Laws of Ireland, You agree for Our benefit that You will only use the courts of Ireland for any claims relating to this Agreement or any such obligations. We may use the courts of another jurisdiction if We choose.

16. DEFINITIONS

16.1 The words set out below will have the meanings set out after them:-

"Accepted Country"	All countries except any expressly excluded in or pursuant to the Special Conditions;
"Accounts Information"	Balance sheet and profit and loss account;
"Approval Period"	The period stated in the Agreement Details after which We may require You to make a Repayment;
"Approved Currency"	All currencies other than Euro specified in or pursuant to the Special Conditions;

"Approved Debt"	A Debt You Tell Us about which is Unpaid, within the relevant Customer's Credit Limit and which is not or has not become a Disapproved Debt;
"Associate"	Any of Your:- <ul style="list-style-type: none"> • subsidiary or holding companies (as defined in Sections 7 and 8 of the Companies Act 2014); • related companies or of any subsidiary or holding company (or subsidiary of such holding company) within the meaning of Section 2(10) of the Companies Act 2014; • directors, partners, members, shareholders or employees; and • any company, partnership or business in which You or any of the above has a material interest;
"Available Funds"	An amount worked out at the relevant time by Us deducting the debit balance on Your Current Account from the sum of Us applying the Prepayment Percentage to the amount achieved by taking the Price We expect to pay for Approved Debts and deducting from this any Debts which exceed the High Involvement;
"Banking Day"	A day (other than a Saturday or a Sunday) on which banks are open for business in London and Dublin;
"Bibby Group Company"	Bibby Financial Services Limited (registered number 3530461), any subsidiary company of it and any subsidiary of such subsidiary (subsidiary company being as defined in Section 1159 of the Companies Act 2006 of the United Kingdom and/or as defined in Section 7 of the Companies Act 2014 but such that for this purpose a company shall be regarded as a member of another company even if its shares in that other company are registered in the name of (a) its nominee, or (b) another person (or its nominee), by way of, or in connection with the taking of, security);
"Collection"	A payment (in whatever form) received by Us in cleared funds in or towards paying a Debt (including under any credit insurance policy obtained by You pursuant to Condition 6.2(E)); and "Collected", "Collecting" and "Collect" will be read in light of this;
"Control"	The right to direct how the business of a company or partnership will be managed;
"Credit Agency"	Credit reference and fraud prevention agencies We use from time to time;
"Credit Note Schedule"	A document in a form We require on which You will Tell Us about credit notes and, where We allow, which may be sent to Us using the Electronic Facility;
"Credit Limit"	The amount up to which We may regard Debts owing by a particular Customer as Approved Debts;
"Customer"	Any person who owes a Debt;
"Data Protection Laws"	The General Data Protection Regulation (Regulation (EU 2016/679) and any national implementing laws in Ireland (including the Data Protection Act 2018);
"Debt"	Any type of debt, payment obligation or monetary claim (actual, conditional, present, future or otherwise and whether or not payment has been earned by performance) owed to You under a

	Transaction or otherwise together with (if any) VAT and all duties and charges which relate to this and together with the related Linked Rights; and where the context allows a part of any of them;
"Debt Information"	Your records, in whatever form, evidencing the creation of, and dealings with, a Debt (including providing the goods or services, the contract and other documents relating to it and their performance) and any other documents We require;
"Debt Schedule"	A document in a form We require by which You will specifically assign each Debt to Us and, where We allow, which may be sent to Us using the Electronic Facility;
"Disapproved Debt"	A Debt which is either not an Approved Debt or which is an Excluded Debt;
"Disbursements"	<p>Losses, costs, claims, charges, stamp and other duties and expenses (including, on a full indemnity basis, bank charges, legal and professional and debt collection fees and in getting evidence and witness attendance at any proceedings, use of Credit Agencies, disbursements, third party costs and Our own administrative expenses and charges as contained in Our scale of charges (if any) published by Us from time to time on Our Website or which is available to You if You ask Us at any time) and any VAT or similar tax thereon We incur directly or indirectly:-</p> <ul style="list-style-type: none"> (A) from resolving any dispute relating to a Debt or with a Customer or Collecting or trying to Collect any Debt and any Customer failing to pay a Debt at its full Notified Value; (B) in enforcing or trying to enforce or operating any term of this Agreement, any Guarantee or any Other Interest given to Us relating to this Agreement or protecting Our rights under or resulting from any breaking of any of them; (C) in getting any Guarantee or any Other Interest given to Us relating to this Agreement; (D) any charges for currency conversion or dishonoured payments We incur relating to this Agreement; (E) getting or enforcing (or trying to get or enforce), any waiver, consent, ranking, release, subordination or priority for this Agreement or any Debts from any Other Interest or loan or relating to any Other Interest given to Us by You or any Guarantor; (F) as a result of any transfer or alleged transfer to Us of employees or other personnel under the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 which is caused directly or indirectly because of Us entering into this Agreement (and which shall include any liability for remuneration and benefits including all wages, bonuses, holiday pay, commissions, pension contributions, PAYE and national insurance contributions); and (G) such other charges as We tell You verbally or in Writing from time to time.
"Electronic Facility"	The information link between You and Us available through Our computer system;

"End Notice"	A notice (of not less than the End Notice Period contained in the Agreement Details) given by letter by You or Us to end this Agreement;
"Euro" and "€"	The lawful currency of Ireland from time to time;
"Excluded Debts"	<p>Debts You need not Tell Us about until We require it and which at first will include all Debts not due under a Transaction, Debts due under a Transaction creating a Debt of a type stated as being an Excluded Debt in the Special Conditions and, unless We tell You otherwise, the following Debts</p> <p>(A) Debts owed by an Associate;</p> <p>(B) Debts in the hands of any third party, including a solicitor or debt collector, for collection;</p> <p>(C) Debts for stage or progress payments;</p> <p>(D) Debts arising under a Transaction under which goods are provided on approval, trial, consignment or sale or return or which contains terms entitling the Customer to return the goods;</p> <p>(E) Debts owed by a Customer which has not incurred the Debt for the purposes of its business;</p> <p>(F) Debts regulated by the Consumer Credit Act 1995 (as amended);</p> <p>(G) Debts payable on a pro forma basis or by cash on delivery;</p> <p>(H) Debts arising from the sale of capital assets;</p> <p>(I) Debts arising from rental or leasing agreements;</p> <p>(J) Debts owed by a Customer who also supplies goods or services to you;</p> <p>(K) Debts so far as they comprise interest (whether owing under statute or otherwise);</p>
"Export Debt"	A Debt the invoice for which is addressed to a place outside Ireland;
"Fees"	The charges for Our services under this Agreement;
"Guarantor"	A person who at any time gives a guarantee or indemnity of any obligations You owe to Us or to any Bibby Group Company, and "Guarantee" will be read in line with this;
"High Involvement"	The maximum percentage or amount of all Unpaid Approved Debts due from the same Customer against which We may make Prepayments and as stated in the Agreement Details (or which We tell You in Writing from time to time);
"Ireland"	The islands of Ireland excluding Northern Ireland;
"Insolvent"	<p>In relation to a company:-</p> <ul style="list-style-type: none"> any judgment is obtained against the company and (save in a case of judgment by the Supreme Court or in respect of which no stay of execution has been granted) the period for lodging a notice of appeal in respect of such judgment shall have elapsed without such a notice having been lodged and the judgment remains outstanding for 7 days;

	<ul style="list-style-type: none"> • any attachment, distress, sequestration execution or other process is levied, enforced or sued upon or against any of the property undertaking or assets of the company and the same is not paid or discharged within 7 days; • if an order is made or effective resolution is passed for the winding up or liquidation of the company or a petition for protection (including examinership) is presented in relation to the company; • if any encumbrancer takes possession of, or a receiver or examiner, or liquidator is appointed over the whole or any part of the property undertaking or assets of the company; • if the company enters into any arrangement with its creditors or in Our sole opinion requests a significant time for the payment of its debts or ceases or threatens to cease payment of its debts; • if the company ceases or threatens to cease to carry on its business or a substantial part thereof; • if the company stops payment of its debts, or is unable to pay its debts within the meaning of Section 570 of the Companies Act 2014; • if any other security granted by the company crystallises or becomes enforceable or if any action is taken to enforce such security. <p>In relation to an individual:-</p> <ul style="list-style-type: none"> • the making of an application for a Debt Relief Notice, a Debt Settlement Arrangement and/or a Personal Insolvency Arrangement under the Personal Insolvency Acts 2012 to 2015; • the presentation of a petition or the making of an order for his or her bankruptcy or sequestration; • his or her apparent insolvency; or • the granting of a trust deed for his or her creditors. <p>In relation to a partnership:-</p> <ul style="list-style-type: none"> • the presentation of a petition or the making of an order for the winding up or administration of the partnership; or • the making of an application by any partner for a Debt Relief Notice, a Debt Settlement Arrangement and/or a Personal Insolvency Arrangement the Personal Insolvency Acts 2012 to 2015; • the presentation of a petition or the making of an order for the bankruptcy or sequestration of any partner of the firm; • apparent insolvency; or • dissolution. <p>In relation to any "person" (as defined below):-</p> <ul style="list-style-type: none"> • the service of a statutory demand; • seizure, possession, attachment, distraint, execution, sequestration, diligence (whether in execution or on the dependence of any action), interdict, levying, exercising rights of lien or enforcing security rights against or getting an order restraining the disposal of all or any part of the person's income or assets;
--	---

	<ul style="list-style-type: none"> the entry or making of any judgment, order or award for the payment of money to another party which remains unsatisfied for a period of 5 working days after being entered or made; entering into a voluntary arrangement or any informal arrangement or composition in satisfaction of debts generally for the benefit of creditors; or being deemed insolvent; <p>And</p> <p>the taking of any steps for the commencement of any proceedings or actions in respect of any of the above matters;</p> <p>And</p> <ul style="list-style-type: none"> any analogous procedure or step being taken in any jurisdiction; <p>And</p> <p>"Insolvency" will be read in line with this;</p>
"Linked Rights"	<p>In relation to each Debt and all Returned Goods the benefit of:-</p> <p>(A) all Your rights (but not obligations) as an unpaid seller/creditor and under the relevant Transaction (if any), save Your ownership of the relevant goods;</p> <p>(B) all bonds, insurances, securities, guarantees and indemnities and any documents of title to the relevant goods, shipping documents, customs forms, airway bills or similar;</p> <p>(C) all Debt Information and the ownership of all Returned Goods;</p> <p>(D) interest and all cash, cheques, bills of exchange, instruments (negotiable or not) and other forms of payment;</p>
"Message"	Any data sent using the Electronic Facility;
"Month"	A calendar month;
"Notified Value"	The amount of a Debt or credit note You Tell Us (before taking away any Reductions);
"Other Interest"	Any present or future mortgage, charge, security assignment, pledge, lien, hypothecation, option, right of set-off, preferential interest, trust, title retention, tracing right or other security interest or similar arrangement of any type or any agreement, conditional or otherwise, to create or give any of the same;
"Prepayment"	Any amount We pay You on account of the Price of a Debt before We Collect it in full;
"Price"	<p>The Collection We receive in relation to a Debt less (in relation to such Debt):-</p> <p>(A) Our Discount and Fees and any Reduction due to or taken by the Customer after such receipt; and</p> <p>(B) all other amounts due to Us by You;</p>
"Promises"	The warranties and undertakings You give to Us and set out in Condition 6;
"Records"	The accounts maintained by Us to record the purchase of Debts, payment and receipt of monies, Fees payable by You and Your liability under and the operation of this Agreement which will

	include a Sales Ledger Control Account, Current Account and Client Account;
"Reduction"	Any deduction, discount or set off claimed by a Customer or other alteration which reduces the Notified Value of a Debt;
"Relevant Party"	You, any of Your directors, shareholders, members or partners and any Customer, Associate or Guarantor,
"Repayment"	Repayment of any Prepayment; and "Repay" will be read in light of this;
"Returned Goods"	Any goods relating to a Transaction or Debt and which a Customer rejects or returns or indicates a wish to do so or which You or We recover from a Customer;
"Special Conditions"	The conditions contained in the section of this Agreement headed "Special Conditions";
"Tell"	You telling Us in such form as We require, including within a Message or in a Debt Schedule (or both), that a Debt exists or in a Credit Note Schedule that a credit note has been issued; and "Telling" and "Told" will be read in light of this;
"Termination Event"	An event described in Condition 11.1;
"Transaction"	An agreement entered into by (or the benefit of which has been transferred to) You under which it is agreed to hire or sell goods or supply services to another person;
"UK"	Great Britain and Northern Ireland, the Channel Islands and the Isle of Man;
"Unpaid"	A Debt which has not been fully paid;
"Website"	Our website detailed in the Introduction to this Agreement on which the Conditions can be found and in which Our scale of charges can be found at https://www.bibbyfinancialservices.ie/client-area/terms-and-conditions for such other website as We notify You of from time to time);
"Working Day"	Every day except Saturday, Sunday and bank and public holidays in Ireland or the UK;
"Writing"	Letter, fax, e-mail and (where such facility allows) by using the Electronic Facility;
"£"	The lawful currency of the UK from time to time.

16.2 Any reference in this Agreement to:-

- (A) a statutory provision includes any amendment, replacement or re-enactment, consolidation or extension of it;
- (B) a person includes an individual, company, partnership, organisation or trust (whether or not with a separate legal personality) and any other legal person;
- (C) the singular includes the plural and vice versa and any reference to any gender includes any other gender;
- (D) a Debt being created is to the date on which that Debt comes into existence or, if later, immediately after ownership of such Debt is transferred to You by a third party;
- (E) a "month" is to a period of time beginning at midnight on one day in a Month and ending at midnight on the day before the numerically corresponding day in the next

Month, If the day on which the period would end is not a Working Day it will end at midnight on the preceding Working Day. If the period starts on the last Working Day in a Month or there is no numerically corresponding date in the Month in which it ends that period will end at midnight on the last Working Day in that later Month;

(F) to an "anniversary", where in a subsequent year there is no numerically corresponding date to the Start Date, is to the latest Working Day in the subsequent year which precedes the date on which the anniversary would otherwise occur; and

(G) We, Us and Our includes Our successors and assignees.

- 16.3 Terms in italics used in the Columns headed "**TERM**" in the Client Details and Agreement Details and in the Column headed "**CHARGE**" in the Charging Details will have the same meaning in this Agreement (save where defined elsewhere in it).
- 16.4 The meaning of general words introduced by the word "other" are not limited by any word before it or which indicates a particular class of acts, matters or things. The expression "including" means "including without limitation".
- 16.5 Any right or choice We have in this Agreement may be exercised as We choose in Our absolute discretion.
- 16.6 We may do anything You should do under this Agreement instead of You and any monies We incur in doing so will be recoverable by Us from You under this Agreement.
- 16.7 Where in any place outside Ireland the meaning of a word or expression used in this Agreement is to be decided and such word or expression has no counterpart in that place, it will, unless the context otherwise requires, have the meaning of its closest equivalent in that place.

WF-70545578-3