



Lloyds Bank GmbH

GENERAL TERMS AND CONDITIONS

DATE: 1 May 2025



LLOYDS BANK

A. GENERAL TERMS AND CONDITIONS

BASIC RULES FOR THE RELATIONSHIP BETWEEN CUSTOMER AND LLOYDS BANK

1. Scope and amendments to these terms and conditions and the special terms and conditions for individual business relationships

(1) Scope

The General Terms and Conditions apply to the entire business relationship between the customer and the domestic branches of Lloyds Bank GmbH (hereinafter referred to as 'Lloyds Bank' or 'Bank'). In addition, Special Terms and Conditions apply to individual business relationships (e.g. for savings transactions) which contain deviations from or additions to these General Terms and Conditions; they are agreed with the customer when the account is opened or when an order is placed. If the customer also maintains business relations with foreign branches, Lloyds Bank's pledge (Section 14 of these General Terms and Conditions) shall also secure the claims of these foreign branches.

(2) Amendments

a) Offer of amendment

Amendments to these General Terms and Conditions and the Special Terms and Conditions shall be offered to the customer in text form no later than two months before becoming effective. If the customer has agreed an electronic communication channel with the Bank within the framework of the business relationship (e.g. online banking), the amendments may also be offered in this way.

b) Acceptance by the customer

The changes offered by the Bank shall only become effective if the customer declares acceptance, if necessary, by way of the fictitious consent stipulated below.

c) Acceptance by the customer by way of fictitious consent

Silence on the part of the customer shall only be deemed to constitute a declaration of acceptance of the offer of amendment (fictitious consent) if

- a. the Bank's offer of amendment is made in order to adapt the wording of the General Terms and Conditions or the Special Terms and Conditions following a change in the law as a result of which a provision of these General Terms and Conditions or the Special Terms and Conditions

- no longer complies with the law as a result of a change, amendment or novation in the law, including directly applicable European Union law; or
 - is rendered invalid or unenforceable by a final court decision, including by a court of first instance; or
 - leads to non-compliance with the Bank's regulatory obligations due to a binding decision by a national or international authority responsible for the Bank (e.g. the German Federal Financial Supervisory Authority or the European Central Bank); and
- b. the customer has not rejected the Bank's offer of amendment prior to the proposed date of entry into force of the amendments. The Bank shall make explicit reference to the consequences of the customer's silence when issuing the offer of amendment.

d) Exclusion of the fiction of consent

The fiction of consent does not apply

- in the case of amendments to sections 1(2) and 12(5) of the General Conditions and the corresponding provisions in the Special Conditions; or
- in the case of changes affecting the main contractual obligations and the charges for the main services; or
- in the case of changes to charges which seek payment by the consumer in excess of the agreed charge for the main service; or
- changes which amount to the conclusion of a new agreement; or
- in the case of changes which would significantly alter the previously agreed ratio of service to consideration in favour of the Bank.

In such cases, the Bank shall obtain the customer's consent to the changes by other means.

e) Customer's right of termination in the event of fictitious consent

If the Bank makes use of the fiction of consent, the customer may also terminate the agreement affected by the amendment without notice and free of charge before the proposed date of entry into force of the amendments. The Bank shall specifically draw the customer's attention to this right of termination in its offer of amendment.

2. Banking secrecy and bank disclosure

(1) Banking secrecy

Lloyds Bank is obliged to keep all facts and assessments relating to the customer of which it becomes aware confidential (banking secrecy). Lloyds Bank may only disclose information about the customer if it is required to do so by law, if the customer has consented, or if Lloyds Bank is authorised to disclose banking information.

(2) Disclosure of banking affairs

A disclosure contains general statements and comments about the customer's financial circumstances, creditworthiness and solvency; it does not contain information about account balances, savings, deposits or other assets entrusted to Lloyds Bank or information about the amount of credit drawn.

(3) Requirements for the provision of banking disclosures

Lloyds Bank is entitled to disclose information about legal entities and merchants entered in the Commercial Register, provided that the request relates to their business activities. However, Lloyds Bank will not provide information if it has received orders to the contrary from the customer. Lloyds Bank will only provide banking information about other persons, in particular private customers and associations, if they have expressly consented to this in general or in individual cases. Banking information will only be disclosed if the requesting party has credibly demonstrated a legitimate interest in the information requested and there is no reason to assume that the customer's interests worthy of protection conflict with the disclosure of the information.

(4) Recipients of banking disclosures

Lloyds Bank only provides banking information to its own customers and other credit institutions for their own purposes or those of their customers.

3. Liability of Lloyds Bank; contributory negligence of the customer; sanctions

(1) Principles of liability

In the performance of its obligations, Lloyds Bank shall be liable for any fault of its employees and of the persons it employs to perform its obligations. To the extent that the special terms and conditions for individual business relationships or other agreements provide otherwise, these provisions shall prevail. If the customer has contributed to the occurrence of a loss through culpable conduct (e.g. by failing to comply with the obligations to cooperate set out in Section 11 of these General Terms and Conditions), the principles of

contributory negligence shall determine the extent to which Lloyds Bank and the customer must bear the loss.

(2) Orders forwarded to third parties

If the content of an order is typically executed in such a way that Lloyds Bank entrusts its further execution to a third party, Lloyds Bank will execute the order by forwarding it to the third party in its own name (forwarded order). This applies, for example, to obtaining banking information from other credit institutions or to the safekeeping and administration of securities abroad. In these cases, Lloyds Bank's liability is limited to the careful selection and instruction of the third party.

(3) Business disturbances

Lloyds Bank shall not be liable for losses caused by force majeure, riots, war and natural disasters or other events for which it is not responsible (e.g. strike, lockout, traffic disruption, orders from higher authorities at home and abroad).

(4) Sanctions

Lloyds Bank and other Lloyds Banking Group companies may be required to comply with international sanctions and embargoes. These may include sanctions or embargoes imposed by Germany, the United Nations, the European Union, the United Kingdom, the United States or other countries. Sanctions may be imposed on specific individuals, groups or entities. Lloyds Bank will comply with the measures of the sanctions insofar as they are not contrary to German law (Section 7 of the Foreign Trade and Payments Ordinance), European law (Council Regulation (EC) No. 2271/96 of 22 November 1996 on protection against the effects of the extraterritorial application of legal acts adopted by a third country and of measures based thereon or resulting therefrom) or applicable comparable provisions of other states. Lloyds Bank is entitled to refuse to accept any payment orders, to execute any payment or to take any other action in connection with any payment orders if to do so would result, or in Lloyds Bank's reasonable opinion would be likely to result, in a breach by Lloyds Bank, another Lloyds Banking Group company or its employees of any of the above sanctions or embargoes. This only applies if these sanctions or embargoes do not contradict German law (Section 7 of the German Foreign Trade and Payments Ordinance), European law (Council Regulation (EC) No. 2271/96 of November 22, 1996 on protection against the effects of the extraterritorial application of legal acts adopted by a third country and of measures based thereon or resulting therefrom) or applicable comparable regulations of other countries (such sanctions or embargoes are hereinafter referred to as "relevant sanctions or embargoes"). Lloyds Bank shall not be liable for any losses, damages, expenses, costs or costs of any kind incurred as a result. Lloyds Bank is entitled to provide information about instructions or payments to the relevant authorities to the extent required or permitted by German law. Lloyds Bank collects, processes and uses your personal data for the purpose of comparison with sanctions lists. This cross-checking may be carried out by

Lloyds Bank or other Lloyds Banking Group companies and other service providers on behalf of Lloyds Bank.

4. Limitation to the customer's right of set-off that is not a consumer

Customers who are not consumers may only offset against claims of Lloyds Bank if their claims are undisputed or have been legally established. This set-off restriction does not apply to a claim made by the Customer for set-off which has its legal basis in a loan or a financial aid pursuant to Sections 513, 491 to 512 BGB.

5. Right of disposal upon the death of the customer

Upon the death of the customer, the person claiming to be the customer's legal successor vis-à-vis Lloyds Bank must provide Lloyds Bank with appropriate evidence of their entitlement under the law of succession. If Lloyds Bank is presented with a copy or certified copy of the testamentary disposition (will, inheritance contract) together with the relevant opening certificate, Lloyds Bank may regard the person named therein as the heir or executor as the beneficiary, allow him to dispose of the estate and, in particular, make payments to him with discharging effect. This does not apply if Lloyds Bank is aware that the person named therein is not entitled to dispose of the estate (e.g. following a challenge or due to the invalidity of the will) or has not become aware of this as a result of negligence.

6. Applicable law and place of jurisdiction for customers who are commercial and public law entities

(1) Applicability of German law

The business relationship between the customer and Lloyds Bank shall be governed by German law.

(2) Place of jurisdiction for domestic customers

If the customer is a merchant and if the business relationship in dispute is attributable to the operation of his trade, Lloyds Bank may sue this customer at the court having jurisdiction for the account-holding office or at another competent court; the same shall apply to a legal entity under public law and to special funds under public law. Lloyds Bank itself may only be sued by these customers at the court with jurisdiction for the account-holding office.

(3) Place of jurisdiction for foreign customers

The agreement on the place of jurisdiction also applies to customers who carry out a comparable commercial activity abroad and to foreign institutions that are comparable to domestic legal entities under public law or to a domestic special fund under public law.

B. ACCOUNT MANAGEMENT

7. Statement of accounts for current accounts (current accounts)

(1) Issue of statements of account

Unless otherwise agreed, Lloyds Bank shall issue a statement of account for a current account at the end of each calendar quarter; the mutual claims arising during this period (including interest and charges of Lloyds Bank) shall be offset. Lloyds Bank may charge interest on the balance resulting from offsetting in accordance with Section 12 of these General Terms and Conditions or in accordance with any other agreement made with the customer.

(2) Limitations for objections; approval by silence

The customer must raise objections due to incorrectness or incompleteness of a statement of account no later than six weeks after its receipt; if he asserts his objections in text form, dispatch within the six-week period shall suffice. Failure to raise objections in good time shall be deemed to constitute approval. Lloyds Bank shall make explicit reference to the consequences of the customers silence when issuing the statement of account. The customer may also request a correction of the statement of account after the expiry of the deadline, but must then prove that their account was wrongly debited or that a amount to which they are entitled to be credited to their account has not been made available.

8. Reversal and adjustment entries by Lloyds Bank

(1) Before balancing

Lloyds Bank may reverse erroneous credit entries on current accounts (e.g. due to an incorrect account number) by means of a debit entry until the next statement of account, insofar as it is entitled to a repayment claim against the customer (reversal entry); the customer may not object to the debit entry on the grounds that they have already disposed of the amount of the credit entry.

(2) After statement of account

If Lloyds Bank discovers an incorrect credit entry only after a statement of account and is entitled to a repayment claim against the customer, it shall debit the customer's account in the amount of its claim (adjustment entry). If the customer objects to the corrective entry, Lloyds Bank will credit the amount to the account again and assert its repayment claim separately.

(3) Information of the customer; interest calculation

Lloyds Bank shall inform the customer immediately of any reversal or correction bookings. With regard to the calculation of interest, Lloyds Bank shall make the bookings retroactively to the day on which the incorrect booking was made.

9. Collection orders

(1) Issuance of conditional credits upon presentation

If Lloyds Bank credits the countervalue of cheques and direct debits before they are honoured, this shall be done on condition to their being honoured, even if they are payable at Lloyds Bank itself. If the customer submits other documents with the order to obtain an amount due from a debtor (e.g. interest coupons) and Lloyds Bank credits and makes the amount available to the customer, the crediting is subject to the reservation that Lloyds Bank receives the amount. The reservation also applies if the checks, direct debits and other documents are payable at the Lloyds Bank itself. If cheques or direct debits are not honoured or Lloyds Bank does not receive the amount from the direct debit order, Lloyds Bank will reverse the conditional credit. This occurs regardless of whether a statement of account has been issued in the meantime.

(2) Encashment of direct debits and checks issued by the customer

Direct debits and cheques shall be deemed to have been honoured if the debit entry is not reversed on the second bank working day at the latest - in the case of SEPA business-to-business direct debits on the third bank working day at the latest - after it was made. Cashier's checks are already cashed upon payment to the check presenter. Cheques are also already cashed when Lloyds Bank sends a payment notification in the individual case. Cheques presented via the clearing office of the Bundesbank shall be deemed to have been cashed if they are not returned by the date specified by the Bundesbank.

10. Foreign currency transactions and risks inherent with foreign currency accounts

(1) Order execution for foreign currency accounts

The customer's foreign currency accounts are used to settle payments to the customer and the customer's disposals in foreign currency without cash. Disposals of credit balances on foreign currency accounts (e.g. by means of transfers to the debit of the foreign currency credit balance) are settled with the involvement of banks in the home country of the currency if Lloyds Bank does not execute them entirely within its own organization.

(2) Credits for foreign currency transactions with the customer

If Lloyds Bank concludes a transaction with the customer (e.g. a forward exchange transaction) under which it owes the provision of an amount in a foreign currency, it shall fulfil its foreign currency liability by crediting the customer's account in this currency, unless otherwise agreed.

(3) Temporary limitation of performance by Lloyds Bank

Lloyds Bank obligation to execute a disposal order against a foreign currency credit balance (paragraph 1) or to settle a foreign currency liability (paragraph 2) shall be suspended to the extent that and for as long as Lloyds Bank is unable to dispose of the foreign currency credit balance or liability in the currency in which the foreign currency credit balance or liability is denominated or can only dispose of it to a limited extent due to political measures or events in the country of that currency. To the extent and for as long as these measures or events continue, Lloyds Bank is not obliged to perform at another location outside the country of the currency, in another currency (not even in euros) or by acquiring cash. However, Lloyds Bank's obligation to execute an order debiting a foreign currency credit balance is not suspended if Lloyds Bank is able to execute it entirely in-house. The right of the customer and Lloyds Bank to offset due mutual claims in the same currency against each other remains unaffected by the above provisions.

(4) Exchange rate

The exchange rate for foreign currency transactions is determined in the "List of Prices and Services". In the case of payment services, the payment service framework agreement shall also apply.

11. Obligations of the customer to cooperate

(1) Notification of changes

For the proper processing of business transactions, it is necessary for the customer to notify Lloyds Bank without delay of any changes to the customer's name, postal address, e-mail address and tax domicile as well as the expiry or amendment of any power of representation granted to Lloyds Bank (in particular a power of attorney). If Lloyds Bank asks the customer for evidence of such a change, the customer must provide Lloyds Bank with this immediately in

a suitable form. This notification obligation also applies if the power of representation is entered in a public register (e.g. the commercial register) and its expiry or amendment is entered in this register. In addition, further statutory notification obligations may arise, in particular from the Money Laundering Act.

(2) Clarity of orders

The content of orders must be unambiguous. Orders that are not clearly formulated may result in queries, which may lead to delays. Above all, the customer must ensure that the information provided in orders is correct and complete, in particular the account number and sort code or IBAN and BIC, as well as the currency. Changes, confirmations or restatements of orders must be marked as such.

(3) Special notice in the event of urgency in the execution of an order

If the customer considers it necessary to execute an order with particular urgency, he must inform Lloyds Bank of this separately. In the case of orders issued on a standardized form, this must be done outside the form.

(4) Examination of and objections to notifications from Lloyds Bank

The customer must check account statements, securities statements, custody account and income statements, other statements, notifications of the execution of orders and information on expected payments and consignments (advices) for accuracy and completeness without undue delay and raise any objections without undue delay.

(5) Notification of Lloyds Bank in the event of non-receipt of notifications

If the customer does not receive statements of account and custody account statements, he must notify Lloyds Bank without undue delay. The obligation to notify shall also apply in the event of non-receipt of other notifications which the customer expects to receive (securities statements, account statements following the execution of the customer's orders or payments which the customer expects to receive).

C. COSTS OF BANKING SERVICES

12. Interest, charges and expenses

(1) Interest and charges for consumers

The amount of interest and charges for the usual banking services provided by Lloyds Bank to consumers, including the amount of payments in excess of the

charges agreed for the main service, are set out in the “List of Prices and Services”. If a consumer makes use of a main service listed there and no deviating agreement has been made, the interest and charges stated in the List of Prices and Services at that time shall apply. Lloyds Bank may only enter into an agreement with the consumer which is aimed at a payment by the consumer in excess of the agreed remuneration for the main service expressly, even if it is shown in the price display or in the List of Prices and Services. Unless otherwise agreed, the statutory provisions shall apply to the remuneration of services not listed in the price display or in the List of Prices and Services which are provided on behalf of the consumer and which, judging by the circumstances, can only be expected to be provided against remuneration.

(2) Interest and charges for customers who are not consumers

The amount of interest and charges for the usual banking services provided by Lloyds Bank to customers who are not consumers are set out in the “List of Prices and Services”, insofar as the List of Prices and Services lists the usual banking services provided to customers who are not consumers (e.g. business customers). If a customer who is not a consumer makes use of a banking service listed therein and no deviating agreement has been made, the interest and charges stated in the “List of Prices and Services” at that time shall apply. In all other respects, Lloyds Bank shall determine the amount of interest and charges at its reasonable discretion (Section 315 of the German Civil Code), provided no other agreement has been made and there are no statutory provisions to the contrary.

(3) Non-chargeable service

Lloyds Bank shall not charge a fee for a service which Lloyds Bank is obliged to provide by law or on the basis of a contractual secondary obligation or which it performs in its own interest, unless this is permitted by law and is charged in accordance with the statutory provisions.

(4) Change in interest rates; customer's right of termination in the event of an increase

The change in interest rates for loans with a variable interest rate is based on the respective loan agreements with the customer. Lloyds Bank will notify the customer of any changes in interest rates. In the event of an increase, the customer may, unless otherwise agreed, terminate the affected loan agreement with immediate effect within six weeks of notification of the change. If the customer terminates the agreement, the increased interest rates will not be applied to the terminated credit agreement. Lloyds Bank will grant a reasonable period of time for settlement

(5) Changes to fees for services typically used on a permanent basis

Changes to charges for banking services which are typically used by customers on a permanent basis within the framework of the business relationship (e.g.

account and custody account management) shall be offered to the customer in text form no later than two months before the proposed date on which they are to take effect. If the customer has agreed an electronic communication channel with the Bank as part of the business relationship (e.g. online banking), the changes may also be offered in this way. The changes offered by the Bank shall only become effective if the customer accepts them. The Bank may only reach an agreement with the consumer on the amendment of a charge which is aimed at a payment by the consumer over and above the main service.

(6) Reimbursement of expenses

Any possible claim by Lloyds Bank for reimbursement of expenses shall be governed by the statutory provisions.

(7) Special features of consumer credit agreements and payment services contracts with consumers

In the case of consumer credit agreements and payment services contract with consumers, the interest and costs (fees, expenses) are based on the respective contractual agreements and special terms and conditions as well as the statutory provisions. The amendment of fees for payment service framework agreements (e.g. current account agreement) is governed by paragraph 5.

D. SECURITY FOR LLOYDS BANK'S CLAIMS AGAINST THE CUSTOMER

13. Provision or strengthening of collateral

(1) Lloyds Bank's right to demand collateral

Lloyds Bank may demand the provision of banking collateral for all claims arising from the banking relationship, even if the claims are conditional (e.g. claim for reimbursement of expenses due to the utilization of a guarantee assumed for the customer). If the customer has assumed liability towards Lloyds Bank for the liabilities of another customer of Lloyds Bank (e.g. as guarantor), Lloyds Bank shall, however, only be entitled to demand the provision or strengthening of collateral with regard to the debt resulting from the assumption of liability once it falls due.

(2) Changes in the risk

If Lloyds Bank initially refrains in whole or in part from demanding the provision or strengthening of collateral for claims arising against its customers, it may still demand collateralization at a later date. However, the prerequisite for this is

that circumstances arise or become known which justify an increased risk assessment of the claims against the customer. This may be the case in particular if

- The customer's financial circumstances have changed adversely or threaten to change, or
- the value of the existing collateral has deteriorated or threatens to deteriorate.

Lloyds Bank's claim to collateralization does not exist if it is expressly agreed that the customer does not have to provide any collateral or only collateral that has been specified in detail. In the case of consumer credit agreements, there is a claim to the provision or strengthening of collateral only insofar as the collateral is specified in the credit agreement. If the net credit amount exceeds EUR 75,000, the entitlement to the provision or enhancement of collateral also exists if a consumer credit agreement concluded before March 21, 2016 or a general consumer credit agreement within the meaning of Section 491 (2) of the German Civil Code concluded after March 21, 2016 does not contain any or no conclusive information on collateral.

(3) Setting a period for the provision or strengthening of collateral

Lloyds Bank will grant a reasonable period of time for the provision or strengthening of collateral. If Lloyds Bank intends to make use of its right to terminate without notice in accordance with No. 19 (3) of these General Terms and Conditions if the customer does not meet his obligation to provide or increase collateral within the time limit, it shall inform him of this in advance.

14. Pledge in Favor of Lloyds Bank

(1) Agreement on the pledge

The customer and Lloyds Bank agree that Lloyds Bank acquires a pledge on the securities and items to which a domestic branch has obtained or will obtain possession in the course of banking business. Lloyds Bank also acquires a pledge on the claims to which the customer is or will be entitled against Lloyds Bank under the banking relationship (e.g. account balances).

(2) Secured Claims

The pledge serves to secure all existing, future and conditional claims to which Lloyds Bank and all its domestic and foreign branches are entitled against the customer arising from the banking business relationship. If the customer has assumed liability towards Lloyds Bank for the liabilities of another customer of Lloyds Bank (e.g. as guarantor), the pledge secures the debt resulting from the assumption of liability only from the time it falls due.

(3) Exceptions to the pledge

If funds or other assets come into Lloyds Bank's power of disposal on the condition that they may only be used for a specific purpose (e.g. cash deposit to redeem a bill of exchange), Lloyds Bank's pledge shall not extend to these assets. The same applies to shares issued by Lloyds Bank itself (treasury shares) and to securities held by Lloyds Bank abroad on behalf of the customer. Furthermore, the lien does not extend to Lloyds Bank's own profit participation rights/profit participation certificates issued by Lloyds Bank itself and does not extend to Lloyds Bank's securitized and non-securitized subordinated liabilities.

(4) Interest and dividend coupons

If securities are subject to Lloyds Bank's pledge, the customer shall not be entitled to demand the surrender of the interest and dividend coupons belonging to these securities.

15. Security interests in in the chase of items for the collection of documents and discounted bills of exchange

(1) Assignment as security

Lloyds Bank shall acquire security interest in the cheques and bills of exchange presented to it for collection at the time of presentation. Lloyds Bank shall acquire unrestricted ownership of discounted bills of exchange at the time of purchase of the bill of exchange; if it charges discounted bills of exchange back to the account, it shall retain ownership of these bills of exchange by way of security.

(2) Transfer of ownership as security

With the acquisition of ownership of cheques and bills of exchange, the underlying claims shall also be transferred to Lloyds Bank; a transfer of claims shall also take place if other documents are submitted for collection (e.g. direct debits, commercial papers).

(3) Earmarked collection documents

If collection documents are submitted to Lloyds Bank with the proviso that their equivalent value may only be used for a specific purpose, the assignment by way of security and the assignment by way of security shall not extend to these documents.

(4) Secured claims of Lloyds Bank

The ownership by way of security and the assignment by way of security shall serve to secure all claims to which Lloyds Bank is entitled against the customer upon submission of collection documents from his current accounts or which arise as a result of the re-debit of unpaid collection documents or discounted bills of exchange. At the customer's request, Lloyds Bank shall retransfer to the customer the ownership by way of security of the securities and the claims transferred to it if it has no claims against the customer to be secured at the time of the request or if it does not allow the customer to dispose of the equivalent value of the securities before their final payment.

16. Limitation of the collateralization claim and release obligation

(1) Cover limit

Lloyds Bank may assert its claim to the provision or strengthening of collateral until the realizable value of all collateral corresponds to the total amount of all claims arising from the banking relationship (cover limit).

(2) Release

If the realizable value of all collateral exceeds the cover limit not only temporarily, Lloyds Bank shall, at the request of the customer, release collateral at its discretion in the amount exceeding the cover limit; when selecting the collateral to be released, it shall take into account the legitimate interests of the customer and of a third party guarantor who has provided collateral for the customer's liabilities. Within this framework, Lloyds Bank is also obliged to execute the customer's orders concerning the assets subject to the lien (e.g. sale of securities, payment of savings deposits).

(3) Special agreements

If a valuation standard other than the realizable value has been agreed for a specific collateral or if a different cover limit or a different limit for the release of collateral has been agreed, these shall apply.

17. Realization of collateral

(1) Lloyds Bank's right to choose

If Lloyds Bank realizes collateral, it may choose from several types of collateral. When realizing and selecting the collateral to be realized, it shall take into account the legitimate interests of the customer and of a third-party guarantor who has provided collateral for the customer's liabilities.

(2) Crediting of proceeds in accordance with VAT law

If the realization process is subject to value added tax, Lloyds Bank shall issue the Customer with a credit note for the proceeds, which shall be deemed to be an invoice for the delivery of the item serving as collateral and which meets the requirements of value added tax law.

E. Termination

18. Termination rights of the customer

(1) Right of termination at any time

The customer may terminate the entire business relationship or individual business relationships for which neither a term nor a different termination provision has been agreed at any time without observing a notice period.

(2) Termination for good cause

If a term or a different termination provision has been agreed for a business relationship, termination without notice may only be given if there is good cause for doing so which makes it unreasonable for the customer to continue the business relationship, also taking into account the legitimate interests of Lloyds Bank.

(3) Statutory rights of termination

Statutory termination rights remain unaffected.

19. Termination rights of Lloyds Bank

(1) Termination subject to a period of notice

Lloyds Bank may terminate the entire business relationship or individual business relationships for which neither a term nor a different termination provision has been agreed at any time subject to a reasonable period of notice. When determining the notice period, Lloyds Bank will take into account the legitimate interests of the customer. The notice period for terminating a payment services framework agreement (e.g. current account or card agreement) and custody accounts shall be at least two months.

(2) Termination of indefinite term loans

Loans and loan commitments for which neither a term nor a different termination provision has been agreed may be terminated by Lloyds Bank at any time without observing a period of notice. When exercising this right of termination, Lloyds Bank will take into account the legitimate interests of the customer.

Insofar as the German Civil Code provides for special regulations for the termination of a consumer credit agreement, Lloyds Bank may only terminate in accordance with these regulations.

(3) Termination for good cause without notice period

Termination of the entire business relationship or individual business relationships without notice is permissible if there is good cause that makes their continuation unreasonable, even taking into account the legitimate interests of the customer. Good cause shall be deemed to exist in particular

- if the customer has provided incorrect information about his financial circumstances which was of considerable importance for Lloyds Bank's decision on granting a loan or on other transactions involving risks for Lloyds Bank (e.g. issuing a payment card); in the case of consumer loans, this only applies if the customer has knowingly withheld or falsified information relevant to the creditworthiness assessment and this has led to a deficiency in the creditworthiness assessment, or
- if a significant deterioration in the customer's financial circumstances or the value of collateral occurs or threatens to occur and this jeopardizes the repayment of the loan or the fulfilment of another liability to Lloyds Bank - even if collateral provided for this purpose is realized, or - if the customer fails to fulfil its obligation to provide or increase collateral in accordance with Section 13 (2) of these General Terms and Conditions or on the basis of another agreement within the reasonable period set by Lloyds Bank.
- if the execution of orders placed within the scope of the business relationship would result in Lloyds Bank violating statutory provisions and/or relevant sanctions or embargoes within the meaning of Section 3 (4) of these General Terms and Conditions,
- if, within the framework of the business relationship, the customer specifies as a reference account, as an account for withdrawals and repayments or as an account to which a transfer is to be made, an account with a bank that is subject to relevant sanctions or embargoes within the meaning of Section 3 (4) of these General Terms and Conditions and, despite being requested to do so by Lloyds Bank, fails to specify an account with another bank that is not subject to such relevant sanctions or embargoes.

If the important reason is the breach of a contractual obligation, termination is only permissible after the unsuccessful expiry of a reasonable period of time set for remedial action or after an unsuccessful warning, unless this is dispensable

due to the special features of the individual case (Section 323 (2) and (3) of the German Civil Code).

(4) Termination of consumer credit agreements in the event of default

Insofar as the German Civil Code provides for the right to termination due to default on repayment of a consumer credit agreement, Lloyds Bank may only terminate in accordance with the applicable law.

(5) Termination of a basic account agreement

Lloyds Bank may only terminate a basic payment account with basic features in accordance with the agreements made between the Bank and the customer on the basis of the Payment Accounts Act and the provisions of the Payment Accounts Act.

(6) Settlement after termination

In the event of termination without notice, Lloyds Bank shall grant the customer a reasonable period of time for settlement (in particular for the repayment of a loan), unless immediate settlement is required (e.g. return of the cheque forms in the event of termination of the cheque agreement).

F. PROTECTION OF DEPOSIT

20. Deposit Protection Fund

(1) Scope of protection

Lloyds Bank is affiliated to the Compensation Scheme of German Banks GmbH (“EdB”), Burgstraße 28, 10117 Berlin, in accordance with the provisions of the Deposit Protection Act. The Edb protects deposits of up to EUR 100,000 per Lloyds Bank customer.

(2) Further information

Further information on the protection of deposits can be obtained from the Compensation Scheme of German Banks (“EdB”): www.edb-banken.de,

(3) Exceptions to depositor protection

Not protected are claims for which the Lloyds Bank has issued bonds, such as bearer bonds and bearer certificates of deposit, as well as liabilities to credit institutions. For further details of the scope of the guarantee, please refer to § 6 to § 8 of the Deposit Guarantee Act of the individual case (Section 323 (2) and (3) of the German Civil Code).

(4) Subrogation

Insofar as EdB or one of its agents makes payments to a customer, the customer's claims against the Lloyds Bank shall be transferred to EdB concurrently in the corresponding amount with all ancillary rights.

(5) Provision of information

Lloyds Bank is authorized to provide EdB or one of its agents with all information and documents required in this context.

G. COMPLAINT AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

21. Complaints and alternative dispute resolution procedures

The customer has the following out-of-court options:

- The customer may address a complaint to the Lloyds Bank contact point specified in the "List of Prices and Services". Lloyds Bank will respond to complaints in an appropriate manner; in the case of payment service contracts this will be in text form (e.g. by letter, fax or e-mail).
- For the settlement of disputes with Lloyds Bank in connection with distance selling contracts for financial services (Sections 312c ff. BGB), consumer loans and other financial aids (Sections 491 to 508, 511 and 655a to 655d BGB) and payment service contracts (Sections 675 c to 676 c BGB), consumers have the option of contacting the arbitration board of the Deutsche Bundesbank. Conciliation proceedings in connection with payment services can also be requested by customers who are not consumers, otherwise the procedure is limited to consumer contracts. Further details are set out in the information sheet "The Conciliation Board at the Deutsche Bundesbank", which is available on request or can be downloaded from the Deutsche Bundesbank website www.bundesbank.de. The arbitration procedure is free of charge for the consumer. The complaint must be sent in text form (e.g. letter, e-mail) to Deutsche Bundesbank - Arbitration Board - Postfach 10 06 02, 60006 Frankfurt am Main or by e-mail to schlichtung@bundesbank.de.
- Furthermore, the customer has the option at any time to report violations by Lloyds Bank of other regulations in connection with contracts relating to banking transactions pursuant to Section 1 (1) sentence 2 of the German Banking Act (KWG) or financial services pursuant to Section 1 (1a) sentence 2 of the KWG to the German Federal Financial Supervisory Authority (BaFin). The complaint must be submitted in writing or text form to BaFin, Graurheindorfer Straße 108, 53117 Bonn, Germany. Further information on the procedure can be found at www.bafin.de.

- The European Commission has set up a European online dispute resolution platform (ODR platform) at www.ec.europa.eu. Consumers can use the ODR platform to settle disputes arising from online contracts with a company based in the EU out of court.

H. RECORDING

22. Recording of telecommunications

Telephone conversations between Lloyds Bank and the customer may be recorded and stored by Lloyds Bank if the customer has given their prior consent. For this purpose, the Lloyds Bank employee will inform the customer at the beginning of the telephone call and ask them whether they agree to the recording and storage of the telephone call.

I. TRANSFER OF RIGHTS AND OBLIGATIONS

23. Transfer rights and obligations

Lloyds Bank has the right to transfer all or part of its rights and obligations arising from the business relationship with the customer to a company of the group to which Lloyds Bank belongs at the time of the transfer (transfer of contract). Lloyds Bank is released from its duty of confidentiality and banking secrecy in connection with the transfer of a contract and may pass on information about the customer to the transferee in compliance with data protection regulations. The customer hereby agrees to the transfer of the contract and to the exemption from the duty of confidentiality and banking secrecy.

Lloyds Bank will inform the customer in good time of the assumption of the contract. In the event of the transfer of the contract, the customer has the right to terminate the entire business relationship or individual business relationships affected by the transfer of the contract without observing a period of notice.

This English version is a translation for convenience only. The German version of the General Terms and Conditions shall be the only binding version and shall prevail in the event of any discrepancy, inconsistency or contradiction between the English translation and the German text.