



Lloyds Bank GmbH

PRODUCT TERMS FOR DEPOSIT ACCOUNTS

THESE TERMS APPLY IMMEDIATELY TO NEW
CLIENTS AND ARE EFFECTIVE FROM
01 MAY 2025 FOR EXISTING CLIENTS.



LLOYDS BANK

Important things to know before you get started:

Please take some time to read these Product Terms for Deposit Accounts as well as the Product Factsheet we'll give you when you open an account. They'll explain how the accounts work, and what you'll need to do to have them.

To help you find what you need, take a look at What's in these Terms and Conditions? on page 4.

Account features

We offer a range of Deposit Accounts with fixed or variable interest rates. You must have a current account in the same business name as your Deposit Account which we'll use for transfers in and out of your Deposit Account.

The Product Factsheet explains how you can open a Deposit Account, the interest rate on your Deposit Account including how this might change.

Important Information

These Product Terms for Deposit Accounts explain how we'll tell you about any Changes to your Terms, how and when we'll communicate any Changes to Interest Rates, how and when you can close a Deposit Account, what to do if you have a complaint and any other applicable laws, rules and regulations which may affect your Deposit Account.

Making changes

If you want to know when we or you can end your agreement and close your Deposit Account, see When you can close a Deposit Account, When we can close a Deposit Account and Termination of our Agreement.

If you want to know when we can make changes to your Terms, see Changes to these Terms.

What do you need to do now

- Read your documents. It's important you do this, so you understand how your Deposit Account will work.
- Download and keep a copy so you can refer back to them at any time.
- If you need help or have any questions, you can always contact your relationship team via email to corporate.services@lloydsbank.de.

Navigate these terms

Part I: Important information

This includes information about us, Lloyds Bank GmbH, our interactions with you, these terms of business and the products we may provide you, as defined in the Glossary in Part IV It also includes contact information.

Part II: Our deposit Products

The key features of Notice Accounts and Term Deposit Accounts

Part III: General Terms and Conditions

This sets out the general terms and conditions that apply to the relationship between you and us when we provide our products to you under these terms of business.

Part IV: Glossary

A list of key terminology used in these general terms of business

Schedule 1: Country-specific Provisions

Provisions that only apply for the relevant countries set out in Schedule 1

Schedule 2: Additional Information:

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

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Part I - Important Information

A. About us

1. Introduction

These Product Terms for Deposit Accounts (the "**Terms**") explain how your relationship with Lloyds Bank GmbH (Lloyds Bank) will work. They also set out the terms and conditions that apply when we provide you with our products. These terms explain what you can expect from us and what we ask of you.

In case of any deviation of these Terms from our General Terms of Business (*Allgemeine Geschäftsbedingungen*) these Terms shall prevail.

We've arranged these terms to make it easier for you to find what's relevant to you. To help you find the section you're looking for, we've included:

- a **contents page** to help you find the relevant section;
- summaries to help you quickly identify the information you're looking for.

It's important to read this document, along with anything else we give you for these accounts, so you understand the terms for our products. If you've got any questions or need any information, please contact your Lloyds Bank Representative. We'll give you their contact details when you open your account.

2. Who we are

Lloyds Bank GmbH is part of the Lloyds Banking Group, which includes Lloyds Bank, Lloyds Banking Group plc and its subsidiaries, associates and affiliated companies.

Our registered address is Karl-Liebknecht-Straße 5, 10178 Berlin, Deutschland.

3. How we're regulated

Lloyds Bank is authorised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, **BaFin**) and Deutsche Bundesbank. Our BaFin-ID is 10149033.

To find out more about us, please visit the Data Base of Companies (*Unternehmensdatenbank*) maintained by BaFin https://www.bafin.de/DE/PublikationenDaten/Datenbanken/Unternehmenssuche/unternehmenssuche_node.html

We need to comply with applicable rules of the German Banking Act (*Kreditwesengesetz*, **KWG**) and other relevant regulations. Unless the Applicable Regulations state otherwise, these rules won't give you any contractual rights against us.

4. What products do we offer under these terms?

These terms only apply to our range of Deposit Accounts. This includes Notice Accounts and Term Deposit Accounts. Each Deposit Account will have a separate agreement between you and Lloyds Bank. You can find more information about our products in **Part II (Our Deposit Accounts)**.

We'll pay any settlements for a Deposit Account directly from or to an account in your name. Deposit Accounts can't receive or pay money to or from third parties.

A copy of these terms is available at

www.lloydsbank.de/corporate-product-terms-for-deposit-accounts

Other products are available that aren't covered by these terms. Please contact your Lloyds Bank Representative for more details.

B. Understanding these terms and our products

1. Understanding our products

When you open your first Deposit Account with us, We'll give you a product factsheet. It's important to read this to make sure you understand the features, benefits and risks of the product. You can also find more information on our products in **Part II** of these terms.

2. Definitions

Words that begin with a capital letter have specific meanings and are explained in the glossary. Or they may be defined in the body of these terms.

- ☐ By 'We', 'Us' or 'Our', we mean Lloyds Bank GmbH
- ☐ By 'You' or 'Your', we mean you as a person, if you're a sole trader (*Einzelkaufmann*), or you as a corporate client (including partnerships).

In these terms:

- ☐ Reference to any statute or statutory provision includes a reference to that statute or statutory provision even if it's amended, extended, re-enacted or consolidated. It also includes all statutory instruments or orders made under it;
- ☐ References to a person or entity include a company, corporation, firm, unincorporated or incorporated association or statutory authority;
- ☐ Unless other context is needed, references to documents include documents that may be amended, supplemented, novated, substituted or replaced; and
- ☐ Any phrase introduced by "including", "includes", "in particular", "for example", "such as" or similar, will only be an illustration.

3. Understanding these terms

These terms apply to Deposit Accounts you've opened with Lloyds Bank GmbH and form a binding contract between you and us. We'll give them to you at the start of our relationship. Unless they're amended or varied as shown in **section 3 of Part III (Changes to these Terms)**, you won't receive them if you open further Deposit Accounts.

We may write to you if we make any changes to these terms. An updated document will also be available at:

www.lloydsbank.de/corporate-product-terms-for-deposit-accounts

You can find out more about this in **section 4 of Part III (Communications)**.

These terms replace any other Deposit Terms we may have sent you for your Deposit Account. We suggest keeping a copy of this document in case you want to check the terms and conditions that apply to your Deposit Account with us.

We'll assume you've accepted these terms if you take out any Deposit Accounts with us.

We'll provide you with information on our website or by sending it in another electronic way.

See section 4 of Part III (Communications) of these Terms for more details.

C. Our interactions with you

1. How we'll interact with you

1.1 To open a Deposit Account with Us under these Deposit Terms, You must:

- ☐ only act in a business non-personal capacity as a corporate client;
- ☐ satisfy Our internal checks and due diligence; and
- ☐ give Us details of Your Nominated Account. You must have a Nominated Account while You have any Deposit Accounts with Us. We'll use this for transfers from/to your Deposit Account. The Nominated Account must be in the same name as Your Deposit Account.

If You change or want to close Your Nominated Account, You must tell Your Lloyds Bank GmbH Representative.

If any details are incorrect, there may be delays in transferring in and out of Your Deposit Account.

1.2 We may ask for extra, or up-to-date information sometimes. If We don't receive it within the timeframe we ask for, You won't be able to open new Deposit Accounts. We may also close any existing Deposit Accounts You have with Us.

1.3 The Deposit Accounts available under these Deposit Terms aren't "payment accounts" within the meaning of article 4(12) of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market (*Payment Services Directive*, **PSD2**) or Section 1(17) of the German Payment Services Act (*Zahlungsdiensteaufsichtsgesetz*, **ZAG**). Deposits to and withdrawals from Deposit Accounts are restricted. We also don't allow transfers to any third parties other than withdrawals paid to Your Nominated Account.

1.4 Your Nominated Account may be held with another bank, which is acceptable to Us.

- 1.5 You can change Your Nominated Account, with Our agreement, at any time by contacting Your Lloyds Bank Representative.
- 1.6 Banking facilities such as overdrafts, payment cards and cheque facilities aren't available with the Deposit Accounts under these Deposit Terms.
- 1.7 Lloyds Bank doesn't provide investment advisory services. We, or any Associate, also won't provide You with any tax, legal or Investment Advice for any Product. This means You should get independent advice from a financial adviser.
- 1.8 More information about certain Deposit Accounts is available in **Part II** of these Deposit Terms.
- 1.9 We may open a Deposit Account to accept money at Our discretion. We reserve the right to reject any application You make under these Deposit Terms to open a Deposit Account.
- 1.10 We may apply restrictions to any Deposit Accounts You open for currency, and minimum or maximum balances at any time without prior notice.

2. Execution only / No investment advice

We'll enter into Transactions with You on a non advised or execution-only basis. This means We'll:

- ☐ give you generic information to make Your decision about whether to enter into a Transaction or Product. We won't make any personal recommendations to You. This is what We mean by "non-advised"; or
- ☐ carry out a Transaction when You ask us to. This is where We act on an "execution only" basis.

3. The language we'll use to communicate

All communications, information and documents between You and Us will be in English, unless Applicable Regulations state they should be in another language.

4. Who to contact if...

4.1 You have questions

Please contact Your Lloyds Bank Representative if You have any questions, need more information or would like another copy of these Terms.

4.2 You'd like to understand what compensation arrangements may be available

In accordance with the German Deposit Protection Act (*Einlagensicherungsgesetz*, EinSiG), Deposit Lloyds Bank is a member of the statutory compensation scheme of the Compensation Scheme of German Banks GmbH (*Entschädigungseinrichtung deutscher Banken GmbH* (EdB)), Burgstraße 28, 10117 Berlin. The EDB protects deposits of clients of Lloyds Bank up to an amount of EUR 100,000 per client.

Further information on the protection of the Deposits are available from the EdB at www.edb-banken.de.

Claims arising from bonds, such as bearer bonds or bearer deposit certificates (*Inhabereinlagenzertifikate*), as well as obligations to credit institutions are not protected.

For further details please refer to Sections 6 to 8 of the EinSiG.

More information on the EdB is available on the EdB's website at <https://edb-banken.de/> or by calling them on +49 30 59 00 11 96-0 or by email to info@edb-banken.de.

4.3 You have a complaint

If You have any issues or complaints about Our relationship under these Terms, please contact Your Lloyds Bank Representative as soon as possible.

Once We receive Your complaint, We'll write to You to acknowledge Your complaint. We'll also let You know when You can expect a full response or tell You what We've done to resolve the issue.

Our full complaints policy is available from Your Lloyds Bank Representative.

Please also refer to Number 21 of Our General Terms of Business (*Allgemeine Geschäftsbedingungen*) for additional information on complaint procedures.

Part II - Our Deposit Products

- ☐ Each Deposit Account forms a separate agreement between you and Lloyds Bank. You'll receive a unique customer identifier, account identifier and trade reference number for each Deposit Account. It won't have a sort code or account number associated with it.
- ☐ You'll need to arrange a transfer into the Deposit Account from your Nominated Account that is not held with us. We'll give you details of how to do this when you open your account.
- ☐ We'll transfer any withdrawals from a Notice Account, or funds from maturing Term Deposits back into your Nominated Account.

1. Key Features of Notice Accounts

- ☐ We offer a range of Notice Accounts with different notice periods.
- ☐ You'll need to give notice before making a withdrawal from a Notice Account, or before closing Your Notice Account.

- ☐ Notice Accounts are available in major currencies including, Euro. Other currencies may be available upon request. Please contact Your Lloyds Bank Representative for more details.
- ☐ We'll agree the Principal and Interest Rate between Us and You before opening the account.
- ☐ The Interest Rate will be a variable rate tracking a Currency Index Rate with an agreed Margin.
- ☐ We'll apply any changes to the Interest Rate on the Working Day the new Interest Rate becomes effective.
- ☐ To make a withdrawal, You must give Us notice in line with the relevant notice period. This will be included in the factsheet we'll give You when You open Your Deposit Account.
- ☐ If your account has a Reversion Interest Rate, there will be information about it in the factsheet we'll give you when you open your account. If You make a withdrawal from Your Notice Account, We'll apply the Reversion Interest Rate to the funds you want to withdraw. This Rate will apply from the first Working Day on which We have received Your Withdrawal Instruction, and for the notice period. We'll pay interest on the funds being withdrawn at the end of the notice period.
- ☐ Once we receive Your Withdrawal Instruction, We'll send You a Confirmation setting out the amount to be withdrawn and the date of withdrawal.
- ☐ Minimum withdrawal amounts apply.

2. Key Features of Term Deposit Accounts

- ☐ We offer Fixed Term Deposits where a fixed rate of interest will apply to Your Deposit Account.
- ☐ Our range of Term Deposits may change at any time without prior notice.
- ☐ Term Deposits are available in major currencies including Euro. Please contact Your Lloyds Bank Representative for more details.
- ☐ We'll agree the Principal, Interest Rate and the term of the Term Deposit between Us and You before opening the account.
- ☐ You can't make withdrawals from a Term Deposit before the Maturity Date, and You must hold the Term Deposit until the end of the applicable term. You also can't add any new funds to the Term Deposit after opening the account.

Part III - General Terms and Conditions

1. Our relationship with you

To use our products, you can't be a consumer or act in a personal capacity. For example, outside of your trade, business or profession.

1.1 We'll only enter into a relationship with You and provide Our Products if You:

- ☐ use Our Products solely for Your trade, business or profession; and
- ☐ satisfy Our internal checks and due diligence.

1.2 The products that we provide are not available to Consumers (which means an individual natural person, personal representative or trustee when acting in a personal capacity).

2. Our agreement with you

These terms set out our agreement with you. They can only be terminated in line with the provisions included in section 10 (Termination of our Agreement).

These Terms form the basis of Our relationship and will be in place unless they're terminated in accordance with **section 10 (Termination of our Agreement)**. We won't accept any variation or changes unless it's as a result of any further terms agreed with You in accordance with **section 3 (Changes to these Terms)**.

3. Changes to these Terms

This paragraph explains what happens if we make changes to your Deposit Account terms, including how much notice we'll give you.

Number 1(2) of Our General Terms of Business (*Allgemeine Geschäftsbedingungen*) applies to any changes we make to your Deposit Account terms. For the avoidance of doubt, if the Interest Rate applicable to your Deposit Account is a variable rate tracking a Currency Index Rate, changes in the Interest Rate caused by fluctuations in such Currency Index Rate do not qualify as changes to your Deposit Account terms.

We'll tell You about the change as soon as is practicable and the revised document will be available at

www.lloydsbank.de/corporate-product-terms-for-deposit-accounts

4. Communications

This paragraph explains how we'll communicate with you. It also includes details of how you can contact us, and how you can instruct settlement and payment.

How we'll communicate with you

- 4.1 We'll send You notices, product statements, confirmations and information by email or other electronic means unless You ask Us and We agree to send it another way. For example, by post.
- 4.2 So we can send information electronically, You'll need to give Us Your current email address and any other relevant information. You must also tell Us if You change your email address.
- 4.3 Communication between us will be in English language, unless otherwise agreed between You and Us or required by applicable law.

5. Transfers in and out of your Deposit Accounts

This paragraph explains what you need to know about making transfers into or out of your accounts, including timings and keeping your account secure.

- 5.1 You can only make payments to Your Deposit Account from Your Nominated Account. Funds withdrawn from Your Deposit Account can only be transferred to Your Nominated Account.

5.2 We'll process a Deposit Transfer Instruction by the end of the Working Day we receive it. This is as long as we receive it before the Cut Off Time and applies to payments in Euro. Withdrawals in other currencies may have different processing times. Please contact your Lloyds Bank Representative for more details.

If Your Instruction is for a new Deposit Account, this may take longer to process. We'll give you information about procedures and timescales when You open Your account.

5.3 We'll process any Transfer Instructions we receive after the Cut Off Time the next Working Day.

5.4 We'll take any Withdrawal Instructions, or You giving Us notice, as consent for us to make transfers to Your Nominated Account. Once You've given Your Withdrawal Instruction, You can't cancel it.

5.5 Withdrawals from Your Deposit Accounts are subject to any limits We may tell You about at any time.

5.6 We may decline a Withdrawal Instruction if:

- ☐ there isn't enough money available in Your Deposit Account;
- ☐ there's any dispute over Your entitlement to money in Your Deposit Account;
- ☐ any of the terms applicable to the Deposit Account haven't been met;
- ☐ the withdrawal would be against any of the Terms of the Deposit Account including any account limits; or
- ☐ it would be unlawful or in contravention of any Applicable Regulations for Us to do so.

5.7 You must tell Your Lloyds Bank Representative immediately if You become aware of any unauthorised or incorrect withdrawals. Our liability for Withdrawal Instructions carried out by Us is explained later in this section.

6. Confirmations and Statements

This paragraph explains how and when we'll send confirmations and statements to you.

6.1 Unless otherwise agreed, We'll send a confirmation electronically by email when You make a deposit on Your Deposit Account.

6.2 We'll provide You, or make available to You, account statements for each Deposit Account, except Term Deposits.

6.3 We'll only send one copy of the account statement or confirmation. If a Deposit Account is in two or more names, We'll send it to the first named person on the Deposit Account.

7. Changes to Interest Rates

This paragraph explains the notice terms we'll follow if the Interest Rate changes on your Deposit Account. Also the changes we may make to your Deposit Account Interest Rate.

7.1 Your Lloyds Bank Representative will agree the Interest Rate for Your Deposit Account with You. Interest Rates for Notice Accounts will be based on an Interest Rate that's based on a Reference Rate plus a set Margin.

7.2 Where the agreed Interest Rate for Your Deposit Account is tracking a Reference Rate, the Reference Rate will be a published market Interest Rate. If the Interest Rate changes because of changes to the Reference Rate, we'll apply the change on the Working Day the new rate becomes effective. For the avoidance of doubt, such changes in the Interest Rate caused by fluctuations in the Reference Rate do not require your approval.

7.3 We may also change the Margin or decide to use a different Reference Rate to determine the Interest Rate on your Deposit Account. Where We believe a change in the Margin or Reference Rate, if applicable, isn't to Your advantage:

- ☐ Notice Account – We'll give You 7 calendar days' notice and seek your explicit consent.
- ☐ Term Deposit – We won't change a fixed Interest Rate or Margin on any Term Deposit where We've agreed to keep it fixed during the term.

If You don't want to accept the change:

- Let Us know by contacting Your Lloyds Bank Representative if You don't accept the change at any point before the end of the 7 calendar days' notice period.
- If You reject the change or don't accept the change within the 7 days' notice period, we'll take steps to close Your Deposit Account in accordance with **section 8 (When you can close a Deposit Account)**
- The original Interest Rate will continue to apply to Your Deposit Account until we return the funds to You.

7.4 If a change in the Margin is to Your advantage, We can make this change immediately without giving You notice.

7.5 We may apply a Reversion Interest Rate where You make a withdrawal from a Notice Account. If your Deposit Account has a Reversion Interest Rate, we will agree this with you at Account Opening.

7.6 Deposit Accounts can be held in different currencies, including Euro. Where the Interest Rate for that currency becomes negative, We apply a floor of zero.

7.7 Unless otherwise agreed, we'll apply interest daily on Notice Accounts based on a 360-day year.

For Term Deposits, we'll apply interest on the Maturity Date and on each anniversary of the Value Date, if applicable. This will be based on a 360-day year.

8. When you can close a Deposit Account

If You want to close an account, You'll need to follow these timings:

- ☐ Notice Accounts can be closed by giving Us notice equal to the relevant notice period.
- ☐ Term Deposits can't be closed until the end of the applicable term.

We'll return the funds to You in accordance with **paragraphs 5.1 and 5.2 (Transfers in and out of Your Deposit Accounts)**.

9. When we can close a Deposit Account

9.1 If We want to close Your account, We'll follow these timings:

- ☐ Notice Accounts – We'll give you 7 calendar days' notice.
- ☐ Term Deposits can't be closed until the end of the applicable term.

We'll return the funds to You in accordance with **paragraphs 5.1 and 5.2 (Transfers in and out of Your Deposit Accounts)**.

9.2 We may close Your Deposit Account(s) immediately if any of the events in **paragraph 10.2** happen.

9.3 We may not need to give You a reason for closing any Deposit Accounts.

10. Termination of our Agreement

We can close your Deposit Account immediately if any of the events in this paragraph take place.

10.1 When We or You close a Deposit Account, these Deposit Terms will continue until all rights and obligations of the parties have been discharged.

10.2 We reserve the right to close Your Deposit Account(s) immediately for serious cause (Number 19(3) of the General Terms of Business (aus wichtigem Grund)). A serious cause exists in particular if:

- a. we believe You're using your Deposit Account for personal reasons not connected to your business, trade or profession. Or if you don't meet the eligibility criteria set out in **Section C of Part I (Our interactions with you)**;
- b. any information You've given Us either as part of Our agreement under these Deposit Terms or not, isn't accurate in any material respect;
- c. any material litigation is being taken against You and You haven't told us;
- d. the account has a sole trader (*Einzelkaufmann*) status, and:
 - you die or become of unsound mind; or
 - become insolvent, or
 - a bankruptcy petition, or is presented against You; or
 - You make a proposal to creditors for a voluntary arrangement; or
 - You enter into negotiations with a view to readjustment, rescheduling, forgiveness or deferral of any part of Your indebtedness.
- e. If You're a limited company or limited liability partnership and:
 - You have a petition presented or resolution passed for winding up; or

- an administration order or a notice of intention to appoint an administrator is issued, or notice of appointment of an administrator is filed with the court; or
- You have a receiver appointed over all or part of your assets or You stop trading; or
- You're deemed by law not able to pay Your debts; or
- You make an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or take any action.

This includes entering into negotiations with a view to readjustment, rescheduling, forgiveness or deferral of any part of Your indebtedness.

- f. If You're a partnership, including a limited liability partnership, or unincorporated association, and
- You dissolve, or a petition is presented for an order to be made for the winding up of the partnership; or
 - an application or a petition is presented or made for an administration order against the partnership.
- g. If You're a limited liability partnership, any member ceases without Our written consent to be a member or You cease for any reason to be a limited liability partnership;
- h. You don't meet any checks that are needed by Law or Regulation;
- i. If Your Deposit Account(s) needs to be closed because of a court order or by direction or decision of a Regulator; or
- j. You breach these Deposit Terms or any other agreement with us.

11. Charges

We don't apply charges for Our Deposit Accounts. However, if We introduce charges in the future, We'll give You notice in writing and your consent is required in accordance with Number 2 of the General Terms and Conditions for the introduction or change of such fees.

12. Liability

We will only be liable to You for our intentional misconduct (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*). In cases of ordinary negligence (*leichte Fahrlässigkeit*), We shall only be liable for damages resulting from the breach of essential contractual obligations (cardinal obligations), i.e., obligations whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the contractual partner may regularly rely. In such cases, liability shall be limited to the foreseeable and typical damage.

13. Tax reporting and withholding

This paragraph explains what information we may need to report about your accounts with us.

By law, or by agreement with tax authorities, We may need to report certain information about You and/or Your relationship with Us to the tax authorities in other countries.

13.1 If We need to report information about Your Deposit Accounts:

- a. You agree to provide the information we ask for, and that confidentiality rights under applicable data protection, bank secrecy or similar laws won't apply to the information;
- b. If You don't give Us the information we ask for, We may:
 - (i) apply a withholding tax to amounts We pay to You, including interest.
 - (ii) close Your Deposit Account(s), and/or
 - (iii) transfer the Deposit Account to an affiliate in another jurisdiction; and
- c. We won't be liable for any loss You may suffer because of Us complying with legislation or agreements about taxation issues. This is unless the loss is caused by Our gross negligence, willful default or fraud.

14. Right of Set-Off

This paragraph explains what we may do if you owe us money.

14.1 If You owe money for any account or agreement you have with Us, We may use money in any of Your Deposit Accounts to reduce or repay the amount.

If We need to make a currency exchange for Us to do this, We'll use the equivalent amount in the relevant currency. We won't tell you before we do any of this.

14.2 We won't do this if it contravenes any law or regulation.

15. Representations, warranties and undertakings

This paragraph explains the representations and warranties you've confirmed under these Terms.

15.1 From the date Our relationship starts under these Terms, You represent, warrant and agree to do the following on an ongoing basis:

- If You're trading as a company or other undertaking, You're validly incorporated under the laws of Your jurisdiction of incorporation or establishment.
- You have the power and authority to undertake Your obligations under these Terms for any Transaction;
- If You're not trading as a company or other undertaking, for example as a sole trader (Einzelkaufmann), You have full capacity and authority to enter into these Terms for any Transactions;
- Your obligations under these Terms for any Transaction are legal, valid and binding obligations. They are enforceable against You, subject only to applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally;
- You've got all the governmental, regulatory and other consents, licences, authorisations or filings You need. This is so You can meet Your obligations under these Terms for any Transactions. They're in full force and effect and you've met all conditions applicable to any of them;

- The execution, delivery and performance of these Terms for each Product, and the purchase or sale by You of Products in connection with a Transaction, doesn't violate or conflict with any Applicable Regulations that apply to You;
- **Where You're acting as a trustee under a deed of trust, You:**
 - (i) have all necessary powers, authority and capacity under that deed of trust to enter into and perform your obligations under these Terms for any Transactions.
 - (ii) have the right, subject to principles of equity, to be indemnified out of the assets of the trust for all obligations incurred by You in connection with these Terms for any Transaction;
- **Where You're acting as agent on behalf of a principal or series of principals:**
 - (i) You've been appointed and have the capacity to act as agent on behalf of each principal. You're also fully authorised to:
 - enter into these Terms.
 - enter into and confirm each Transaction on behalf of each principal.
 - (ii) To the best of Your knowledge and belief:
 - each principal has full legal capacity and power to enter into and perform its obligations under the Terms.
 - Your obligations under these Terms and for any Transaction are legal, valid and binding obligations. They are enforceable against You, subject only to applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally;
 - (iii) You'll tell Us if there's any change in Your authorised representatives, including any third-party decision-makers. Where We don't hear from You, we'll assume no changes have been made;
- You'll tell Us if there's any material change to any information You've given Us, and will provide any further and/or amended information as needed
- Any information You give Us or on Your behalf about a Transaction is complete and accurate and not misleading;
- You're entering into each Transaction based on Your own independent review, and such professional advice as You consider appropriate. Based on that review and advice, You're satisfied the Product or Transaction:
 - (i) is consistent with Your financial situation, and
 - (ii) complies and is consistent with any investment policies, mandates, guidelines and restrictions applicable to You for the Product and/or Transaction;
- If at any time any of the representations or warranties in this sub-paragraph stop being true, You'll notify Us in writing within five Working Days, or earlier if You're able to do so;
- You'll follow any Applicable Regulations for each Transaction. You'll also give Us any instructions and orders and complete any procedural formalities as needed by the Applicable Regulations. This includes applicable tax law or practice for a Transaction or Product;
- You won't take, or not take, an action if it would be market abuse under the Applicable Regulations. Or it would be inconsistent with proper standards of conduct for any applicable market.

You also won't take, or not take, an action that would cause Us to commit market abuse, or to fail to meet such proper standards;

- You'll provide Us with information and documents for a Transaction or Product that:
 - (i) We may ask for in connection with any request or investigation by a court, BaFin, Deutsche Bundesbank or any other regulator;
 - (ii) We may ask for in connection with any complaint received by BaFin, Deutsche Bundesbank any other regulator or You;
 - (iii) We may need to allow Us to meet Our legal, tax and/or regulatory obligations;
 - (iv) In each case, as soon as is reasonably practicable within the prescribed timings of any regulator, court or regulatory process.

15.2 You may also need to provide other representations, warranties and undertakings as part of any Transaction.

16. Benchmarks

We may participate in representative benchmarks as a contributor, or user, or any combination of these. Benchmarks may be used by Us for internal purposes or mentioned in Products or Transactions We provide or carry out with You.

17. General provisions

This paragraph deals with "boilerplate" clauses, which are provisions to explain the mechanics of these Terms.

Entire agreement

17.1 These Terms supersede any previous written or verbal agreement between Us about the matters in these Terms. They comprise the whole agreement between Us about the subject matter of these Terms, unless stated.

Severability

17.2 If any court, regulatory or administrative body of competent jurisdiction says the provisions in these Terms are invalid or unenforceable:

- The invalidity or unenforceability of that provision won't affect the other provisions of these Terms, which will continue in full force and effect;
- That provision would be valid or enforceable if part of it were deleted. The provision in question will apply with such modification/s as may be necessary to make it valid and enforceable; and
- If the bullet point above doesn't apply, You and We agree to negotiate a substitute as a valid and enforceable provision. This should achieve, where possible, the same effect as would have been achieved by the invalid or unenforceable provision.

18. Governing Law

18.1 These Terms and any non-contractual obligations arising from, or in connection with it, will be governed and construed in accordance with German law.

19. Jurisdiction

19.1 The courts of Berlin will have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms. This includes any dispute about any non-contractual obligation arising out of or in connection with these Terms.

Part IV - Glossary

Account Opening	The process we follow to open a new Deposit Account with Us.
Applicable Regulations	Any applicable laws, rules and regulations including without limitation, the German Banking Act (<i>Kreditwesengesetz</i>) and the German Anti-Money Laundering Act (<i>Geldwäschegesetz</i>) any rules, policies, guidelines and practices of a relevant regulator, any EU legislation, regulatory requirement or guidance that applies directly or indirectly to our activities, in each case as amended from time to time.
Associate	Any undertaking in a group of companies. For example a holding company, subsidiary, subsidiary of any holding company, or representative and branch office in any jurisdiction. It could also be a person whose relationship with the group might give rise to a conflict of interest in dealings with third parties.
BaFin	The German Federal Financial Supervisory Authority (<i>Bundesanstalt für Finanzdienstleistungsaufsicht</i>)
Business/ Working Day	A day other than a Saturday, Sunday or Bank Holiday, when we are open for normal business in Berlin and London.
Confidential Information	Information we'll keep private and only disclose in certain circumstances.
Confirmation	A confirmation, contract note, statement or note issued, or made available by Us to You confirming the details of a Transaction.
Consumers	An individual natural person, personal representative or trustee when acting in a personal capacity.
Currency Index Rate	An interest rate that moves in line with a specific benchmark for the relevant currency.
Cut Off Time	The time by which we must receive a Deposit Transfer Instruction so we can process it the same day. The Cut Off Time is 2pm German time. If we receive an instruction after the Cut Off Time, we'll usually process it the next Working Day.
Deposit Account	A Notice Account or a Term Deposit
Deposit Transfer Instruction	An instruction you give to transfer money into or out of a Deposit Account.
Information	Any information, fact, matter or thing we won't need to tell you, or take into consideration when providing you with our Products. This is explained in section 2 (Our Agreement with You) of Part III of these Terms.
Interest Rate	The rate of interest that will apply to your Deposit Account. The gross rate of interest means the interest is applied without the deduction of tax (which may include, but is not limited to income or withholding tax).
Investment Advice	The provision of personal recommendations to a client.
Lloyds Bank	Lloyds Bank GmbH.

Lloyds Bank Representative	The persons in charge of responding to any questions or complaints you may have regarding the Deposits. You can reach your Lloyds Bank Representative at corporate-services@lloydsbank.de
Margin	The margin we have agreed with you for a Deposit Account by which the Interest Rate for that account differs from the Reference Rate. The Margin could be positive or negative.
Maturity Date	The date on which all funds in your Term Deposit are due to be returned to you.
Nominated Account	A current account you've chosen and accepted by Us to use for transfers from/to your Deposit Account. It must be in the same business name as your Deposit Account.
PIN	Personal Identification Number.
Principal	The sum of money you deposit with us.
Products	Deposit Accounts including, but not limited to, Notice and Term Deposits.
Reference Rate	An interest rate which is set by a central bank or by the market.
Reversion Interest Rate	The rate of interest that could be applied to any funds to be withdrawn from a Notice Account pursuant to a Withdrawal Instruction. The Reversion Interest Rate will be fixed for the duration of the notice period. Interest on the funds to be withdrawn will be applied at the end of the notice period. This will be communicated to you at Account Opening.
Terms	These Product Terms for Deposit Accounts, which are entered into between you and us.
Trade Reference Number	A unique reference number, which is provided for each Deposit Account you open with Us.
Transaction	Any transaction you enter into with us for the provision of Products, including but not limited to Deposit Accounts.
Value Date	The date on which cleared funds to be deposited are received from you or paid by us. This must be a Working Day.
Website	www.lloydsbank.de/corporate-product-terms-for-deposit-accounts
Withdrawal Instruction	An instruction you give to withdraw money from a Notice Account.

Schedule I Country-Specific Provisions

The following provisions only apply to customers in the relevant countries referred to below:

1. FRANCE

Part C Section 4.3 (You have a complaint) shall be replaced by the following

“4.3 You have a complaint

If You have any issues or complaints about Our relationship under these Terms, please contact Your Lloyds Bank Representative as soon as possible by email to corporateservices@lloydsbank.de

Once We receive Your complaint, We'll write to You to acknowledge Your complaint within 10 business days. We'll also let You know when You can expect a full response or tell You what We've done to resolve the issue. In any case, We will respond within a maximum of 2 months from the date of Your initial complaint.

Our full complaints policy is available from Your Lloyds Bank Representative.

2. IRELAND

The definition of “Consumer” in Part III (Glossary) shall also include the following:

- a) A person or group of persons, but not an incorporated body with an annual turnover of up to EUR 3million in the previous financial year (a group of persons includes partnerships and other unincorporated bodies such as clubs, charities and trusts, not consisting entirely of bodies corporate); and
- b) Incorporated bodies having an annual turnover of up to EUR 3 million in the previous financial year (provided that such body shall not be a member of a group of companies having a combined turnover greater than the said EUR 3 million).

The Deposits are therefore not available to such persons or entities.

Schedule II Where you can find additional information

A copy of these Terms

www.lloydsbank.de/corporate-product-terms-for-deposit-accounts

Compensation Scheme of German Banks GmbH

www.edb-banken.de

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

Our service promise

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff.

Speak to your relationship team.

Email us to corporateservices@lloydsbank.de

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